Board of Supervisors
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Daurice Kalfsbeek Smith, District II
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County of Colusa
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Ann Nordyke, Chief Deputy Clerk to the Board of Supervisors
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

January 5, 2021

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

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

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

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

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

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

9:00 a.m. CALL TO ORDER

- Opening Prayer - Pledge of Allegiance
- Period of Public Comment**– Note: 5 minutes per person/15 minutes per issue.**
- Announcement of December 21, 2020 Closed Session

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

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 16.

1. TREASURER
Accept October 2020 Treasury Monthly Investment Report as presented.

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

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

4. BEHAVIORAL HEALTH
Approve a Business Associate Agreement with **Gary Bess Associates, Inc.**

5. BEHAVIORAL HEALTH
Ratify Agency Agreement with **Tulare County Superintendent of Schools** for Friday Night Live Partnership funding signed by the Director of Behavioral Health.

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

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

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

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

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

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

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

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

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

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

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

END OF CONSENT AGENDA

IV. HUMAN RESOURCES

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

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

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

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

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

step 2, $2,264 per month ($13.93 per hour) to MSC05, step 3, $2,378 per month ($14.63 per hour)

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

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

V. AG COMMISSIONER/AIR POLLUTION CONTROL

1. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT** Adopt Resolution approving a grant agreement (No. G20-OGG-03) with **California Agency Air Resources Board,** effective January 1, 2021 and authorize the Assistant Air Pollution Control Officer to sign.

VI. AUDITOR

1. Approve Special Claims.

VII. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

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

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

VIII. COUNTY COUNSEL

1. Adoption by title only of a proposed Ordinance amending Article XII of Chapter 2 of the County Code regarding claims against the County.

2. Adopt a Resolution approving and authorizing the Chairperson to execute, an amendment to the existing contract between the **United States** and the County, to provide for Project Water service and facilities repayment.

IX. COUNTY ADMINISTRATIVE OFFICE

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

X. BOARD OF SUPERVISORS

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

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

3. Designate the 2021 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.

4. Designate the 2021 Golden State Finance Authority Delegate and Alternate to the GSFA Board of Directors.

5. Appoint Rural Counties Environmental Services Joint Powers Authority (ESJPA) 2020 Delegate and Alternate.

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

7. Nominations and election of the 2021 Board of Supervisors, Chair.

8. Nominations and election of the 2021 Board of Supervisors Vice-chair.

XI. SUPERVISORS' REPORTS OR COMMENTS

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the jurisdiction 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 within the 15 minutes allocated per issue. **Note:** No board action shall be taken on comments made under this comment period.

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

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

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

COUNTY OF COLUSA, CA **1.1**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Ann Nordyke**

SUBJECT: **COVID-19 Public Health Officer Update**

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

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

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

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

Accept October 2020 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request
Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk
None

ATTACHMENTS:

- October Treasurer's Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 11.24.20
AS OF 10.30.20

SBA	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
SBATotal	-				-	-	-	-		-	0.00		0.0%
AGENCY BONDS													
Agency Total	-					-		-		-	0.00		0.0%
MUNICIPAL BONDS													
797299LXO	699,030.18	0.85%	3.640%					615,000.00	10/15/25	694,414.95			
79771FBP1	697,595.07	0.77%	0.843%					695,000.00	11/01/25	695,521.25			
79771FAY3	1,013,771.26	0.77%	0.843%					1,010,000.00	11/01/25	1,010,757.50			
79771FAF4	1,154,294.00	0.77%	0.843%					1,150,000.00	11/01/25	1,150,862.50			
Municipal Total	3,564,690.51				-	-		3,470,000.00		3,551,556.20	0.00		3.5%
Grand Total	**3,564,690.51**				-	-	-	**3,470,000.00**		**3,551,556.20**	-		
Interest Liability	(1,276.36)												
NET BOOK	3,563,414.15												
											(11,857.95)	Unrealized Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY		
SRWSLD	65,777.82	0.623%	0.606%		
REC DIST 108	15,158.08	0.623%	0.606%		
REC DIST 1004	-	0.623%	0.606%		
COUNTY	72,700,000.00	0.623%	0.606%		
CCOE	25,200,000.00	0.623%	0.606%		
TOTAL LAIF	97,980,935.90				
CASH	932,340.24				95.6%
TOTAL LIQUID	98,913,276.14		**96.52% Liquidity**		0.9%
GRAND TOTAL	102,477,966.65				100.0%

INTEREST RECEIVED

October	195,430.41	10/30/2020	Est. 0.6%
July-Aug-Sept 2020	448,059.44	9/30/2020	Est. 1.5%
April-May-June 2020	390,780.16	6/30/2020	1.55%
Jan-Feb-March 2020	1,156,018.35	3/31/2020	4.55%
Oct-Nov-Dec 2019	427,534.33	12/31/2019	1.84%
July-Aug-Sept 2019	650,079.44	9/30/2019	2.99%
Apr-May-Jun 2019	519,280.97	6/30/2019	2.11%
Jan-Feb-Mar 2019	594,589.49	3/29/2019	2.36%
2018	1,924,296.40	12/31/2018	1.96%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 96.52%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **Exotic Pest Detection Contract for Fiscal Years 20/21 & 21/22**

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

Detailed Description/Background of request

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

This contract was received by our office via email on 11/13/20.

Prior Board Action

Approval of previous years' contracts

Fiscal Impact/Funding Source

This is a budgeted revenue item. The County may receive maximum funds in the amount of $163,255.00 for services performed in fiscal years 20/21 and 21/22.

Action for the Clerk

Obtain signatures on two original signature pages and return with completed CCC 04/2017, a copy of the board order, insurance certification and signed Postconsumer-Content Certification to:

Donna Weber, Contract Analyst
California Department of Food and Agriculture
Grants and Contracts Unit
Office of Grants Administration
1220 N Street, Room 120
Sacramento, CA 95814

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

ATTACHMENTS:

- 20-22 Pest Det STD 213 (PDF)
- 20 22 Pest Det Agreement Exhibits (2) (PDF)
- 20 22 Pest Det CCC 4-2017 (PDF)
- 20 22 Pest Det CalRecycle074 (PDF)

SCO ID: 8570-200151

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-0151	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME

COUNTY OF COLUSA

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

$163,255.00 - One Hundred Sixty-Three Thousand Two Hundred Fifty-Five Dollars and No Cents

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.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	10
	Exhibit A	Attachment 1 - Pest Detection Trapping Guidelines	1
	Exhibit A	Attachment 2 - PEIR Management Practices and Mitigation Measures	4
+ -	Exhibit A	Attachment 3 - Protocol for Conducting Quality Control Planting of Detection Trapping Programs	4
+ -	Exhibit A	Attachment 4 - Tiering Strategy Checklist	9
+ -	Exhibit A	Attachment 5 - Commitment Forms	2
+ -	Exhibit B	Budget Detail and Payment Provisions	1
+ -	Exhibit B	Attachment 1 - Financial Plan	42
+ -	Exhibit C	General Terms and Conditions	4
+ -	Exhibit D	Special Provisions	2
+ -	Exhibit E	Additional Provisions	6
+ -	Exhibit F	Federal Terms and Conditions	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

Attachment: 20-22 Pest Det STD 213 [Revision 1] (6218 : 20-22 Exotic Pest Detection)

SCO ID: 8570-200151

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-0151	

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF COLUSA

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
100 SUNRISE BOULEVARD, SUITE F	COLUSA	CA	95932

PRINTED NAME OF PERSON SIGNING	TITLE
Denise J. Carter, Chair	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1220 N STREET, ROOM 120	SACRAMENTO	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
MONICA AGUIRRE	STAFF SERVICES MANAGER I
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Attachment: 20-22 Pest Det STD 213 [Revision 1] (6218 : 20-22 Exotic Pest Detection)

EXHIBIT A

SCOPE OF WORK

1. Contractor shall perform pest surveillance and trapping activities for the California Department of Food and Agriculture's Pest Detection/Emergency Projects Branch (PD-EP).

2. The services shall be performed in Colusa County.

3. Services shall be performed 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays.

4. The project representatives during the term of this agreement will be:

State Agency	Contractor:
Name: Matthew Kaiser Rudy Martinez	Name: M. Anastacia Allen
Section/Unit: PD/EP	Section/Unit: Agricultural Commissioner's Office
Address: 2800 Gateway Oaks Drive Sacramento, CA 95833	Address: 100 Sunrise Blvd, Suite F Colusa, CA 95932-3246
Phone: 916.654.1211 916.403.6653	Phone: 530.458.0580
Email: matthew.kaiser@cdfa.ca.gov rudy.martinez@cdfa.ca.gov	Email: mallen@countyofcolusa.org

5.

Federal Agency	USDA, APHIS, PPQ
Federal Award Identification Number	AP20PPQFO000C367
Federal Award Date	1/1/2020
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Plant and Animal Disease, Pest Control and Animal Care 10.025
Amount Awarded to State Agency	$6,800,000.00
Effective Dates for State Agency	1/1/2020 – 12/31/2020
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency	USDA, APHIS, PPQ
Federal Award Identification Number	AP20PPQFO000C457
Federal Award Date	7/1/2020
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Plant and Animal Disease, Pest Control and Animal Care 10.025

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Amount Awarded to State Agency	$400,000.00
Effective Dates for State Agency	7/1/2020 TO 6/30/2021
Federal Award to State Agency is Research & Development (Yes/No)	No

6. Detailed description of work to be performed and duties of all parties.

AGENCY RESPONSIBILITY

Section 1

CDFA shall:

A. Provide all traps, trap parts and lures.

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

C. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form (60-221), which is attached hereto and made part of this agreement.

D. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG). The current version is on the CDFA website at: www.cdfa.ca.gov/go/ITG. For guidelines for additional activities, see: https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/Additional_Surveys.pdf

E. Provide annual training programs for county trapping supervisors and trappers.

F. Provide quality control (QC) of the county trapping program via inspections and QC plants. The current county QC plant protocol is attached and is available from the CDFA District Entomologist.

G. Provide for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

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

I. Assist in data conversion into CalTrap.

J. Provide reimbursement for data conversion, iPads and accessories.

K. Provide training in the use of CalTrap.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Section 2

The County Agricultural Commissioner shall:

A. Submit a completed financial plan, trapping hours worksheet, PEIR checklists, and commitment form, which are attached hereto and made part of this agreement.

B. Hire and train personnel as needed.

C. Provide and maintain trapping vehicles.

D. Ensure that supervisors and trapping personnel attend training provided by District Entomologists.

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

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

2) Should there be a discrepancy between the Scope of Work or the enclosed Trapping Guidelines and the ITG, the Scope of Work and Trapping Guidelines shall supersede the ITG.

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

G. 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, reference 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.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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.

H. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and GM) 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.

I. 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 District Entomologist, and sent to the Plant Pest Diagnostic Center in Sacramento with an accompanying Pest and Damage Record (PDR).

J. Ensure that all county commitment traps are placed, serviced, maintained, and removed in the same manner as state funded traps and that all data collected from these traps are also maintained in the same manner as state funded traps.

K. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The Checklist and 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 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 Checklist and sends that copy to Rudy Martinez (cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov) at PD/EP headquarters at the address listed under item T to signify that the PEIR requirements were implemented.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

L. 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, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.

M. Complete a monthly Pest Detection Report Number One (Form 66-035), 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.” A copy of this form must accompany the monthly invoice. This form is available from the District Entomologist.

N. Provide one set of trapping records for all traps. This set, 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.

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

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 2020-2021 and 2021-2022.

P. Maintain an inventory of known host sites. 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. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

Q. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.

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

S. Allow state detection 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: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

T. Submit invoices along with the Report Number One monthly by postal mail or e-mail to:

Rudy Martinez
CDFA - PD/EP
2800 Gateway Oaks Drive
Sacramento, CA 95833
cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

1) Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.

2) If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

3) Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

4) A sample invoice is included with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:

   a. County name
   b. Remit to address
   c. Date of submittal
   d. Invoice number
   e. Agreement name
   f. Agreement number
   g. Billing period
   h. Percentages of trapping activity credited to fruit flies vs. GM vs. JB vs. any additional activities on the THWS (e.g. false codling moth, palm weevil, khapra beetle, etc.)
   i. Allowable itemized charges as listed on the Financial Plan:
      i. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
      ii. Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

5) Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in #4.

6) All invoices, including any invoice amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.

7) Please do not submit the invoice as a PDF file or use 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.

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

9) Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if the fiscal year agreement funds are depleted, as this can be useful information for future budget allocations.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

INVOICE

7/28/20

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

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

A. PERSONNEL

SALARY - Detection Trappers

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	COST
1			0.00	$0.00	$0.00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0.00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0.00
8			0.00	$0.00	$0.00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0.00
				SALARY SUBTOTAL:	$0.00

BENEFITS

		BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.00
2		0.0000%	$0.00	$0.00
3		0.0000%	$0.00	$0.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0.00
6		0.0000%	$0.00	$0.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0.0000%	$0.00	$0.00
			BENEFIT SUBTOTAL:	$0.00

SALARY - Non-Detection

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	COST
1			0.00	$0.00	$0.00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0.00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0.00
8			0.00	$0.00	$0.00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0.00
				SALARY SUBTOTAL:	$0.00

BENEFITS

		BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.00
2		0.0000%	$0.00	$0.00
3		0.0000%	$0.00	$0.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0.00
6		0.0000%	$0.00	$0.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0.0000%	$0.00	$0.00
			BENEFIT SUBTOTAL:	$0.00

25 % Overhead (Not to exceed 25%)	SALARIES	BENEFITS	OVERHEAD COST*
	$0.00	$0.00	$0.00

TOTAL PERSONNEL COST: $0.00

B. SUPPLIES (Itemized such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
2		$0.00
3		$0.00

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

4		$0.00
	TOTAL SUPPLY COST:	$0.00

C. SUBCONTRACTOR

		TITLE	HOURLY RATE	HOURS	COST
1					$0.00
2					$0.00
3					$0.00
4					$0.00
				TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

LICENSE #	OWNED BY (County or State)	MILEAGE PER MONTH	RATE*	COST
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
			STATE/COUNTY VEHICLE SUBTOTAL:	$0.00

* Mileage rates: County vehicle = Not to exceed $0.575 per mile. Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = $0.285 per mile.

LICENSE #	LEASED	LEASE RATE	MILEAGE PER MONTH	RATE*	COST
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
				LEASED VEHICLE SUBTOTAL:	$0.00
				TOTAL TRANSPORTATION COST:	$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

TOTAL MONTHLY INVOICE:	$0.00

COMMENTS:

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

Required		Optional
Trapping Activity	Percentage	Amount
Fruit Flies	0%	
GM	0%	
JB	0%	
	0%	

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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

INVOICE

7/28/20

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

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

A. CALTRAP

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

	NO. OF DEVICES	COST PER DEVICE	COST
iPad	0.00	$0.00	$0.00
iPad Accessories	0.00	$0.00	$0.00
Data Plan	0.00	$0.00	$0.00
Insurance/Warranty (optional)	0.00	$0.00	$0.00

TOTAL CALTRAP COST: $0.00

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

TOTAL MONTHLY INVOICE: $0.00

COMMENTS:

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

Fiscal Years 2020-21 & 2021-22

1. Place all traps, except gypsy moth (GM) 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 GM and JB traps beginning on or prior to the season start date (normally June 1). Remove all GM 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, 2020, from the date of placement in 2021 (May 1 or later) through October 31, and from date of placement in 2022 (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, 2020, from date of placement in 2021 (May 1 or later) through October 31, and from date of placement in 2022 (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, 2020, from date of placement in 2021 (May 1 or later) through October 31, and from date of placement in 2022 (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, 2020, from date of placement in 2021 (May 1 or later) through October 31, and from date of placement in 2022 (May 1 or later) through June 30.

7. Ensure that GM and JB traps are serviced every 14 days from July 1 through August 31, 2020, from June 15 through August 31, 2021, and from June 15 through June 30, 2022, 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/Additional_Surveys.pdf, unless other arrangements are agreed upon with the District Entomologist.

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

January 2020

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.
- Do not leave injured or incapacitated persons until proper medical assistance

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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 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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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 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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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.

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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), gypsy moth (GM), 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. GMs 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: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

	TRAP	QCP
a.	McPhail, Multillure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b.	Trimedlure Jackson	MF
c.	Cue-lure Jackson	ML
d.	Methyl eugenol Jackson	OF
e.	GM	GM
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 GM, 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. GM and EGVM will be placed so that the tops of the wings are visible, and GM may be placed under the trap lip to ensure that 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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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:
TBD

QCP contact at PD/EP Headquarters:
Jason Leathers
Jason.leathers@cdfa.ca.gov Fax (916) 654-0555

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

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

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

Missed Plant

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

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

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

1. **Fruit Flies or EGVM: Three (in any combination)**
2. **GM 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: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2020
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: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Part C

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

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

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2020
Project Leader:	M. Anastacia Allen
Description of Activity:	Gypsy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Gypsy moth trapping conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have gypsy moth host plants on or near them.

Part A

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

Part B

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

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Part C

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

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

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2020
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: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Part C

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

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

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

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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

PEST DETECTION/EMERGENCY PROJECTS

FY 2020 / 2021 **COMMITMENT FOR**

AGRICULTURAL COMMISSIONER	COUNTY
M. Anastacia Allen	COLUSA
DETECTION SPECIALIST	DATE
AnaMaria Nistor	2/26/2020

PROGRAM	UNITS	COUNTY COMMITMENT UNITS	COUNTY COMMITMENT HOURS	STATE COMMITMENT UNITS	STATE COMMITMENT HOURS	TOTAL COMMITMENT UNITS	TOTAL COMMITMENT HOUR
COMMERCIAL CROP:	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0 / 0		34 / 0		34 / 0	
McPHAIL TRAP	MP	0 / 0		0 / 0		0 / 0	
CHAMP TRAP - Garden	CP	0 / 0		0 / 0		0 / 0	
CHAMP TRAP - Rural	CP	0 / 0		36 / 0		36 / 0	
CHAMP TRAP - Rural Residential	CP	0 / 0		0 / 0		0 / 0	
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0 / 0		15 / 0		15 / 0	
JACKSON TRAP - MELON FLY	ML	0 / 0		15 / 0		15 / 0	
GYPSY MOTH	GM	20		40		60	
JAPANESE BEETLE	JB	6		9		15	
MISCELLANEOUS:	Kapra Beetle	0		95		95	
	Boll Weebil	0		12		12	
	European Grape Berry Moth	0		69		69	
	Tomato Leaf Miner	0		100		100	
		0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

EGBM will be Piggy Back Trap with EGVM - FP Calculated at .05/trap

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

60-221 (REV 4/10)

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

PEST DETECTION/EMERGENCY PROJECTS

FY 2021 / 2022 **COMMITMENT FOR**

AGRICULTURAL COMMISSIONER	COUNTY
M. Anastacia Allen	COLUSA
DETECTION SPECIALIST	DATE
AnaMaria Nistor	2/26/2020

PROGRAM	UNITS	COUNTY COMMITMENT UNITS	COUNTY COMMITMENT HOURS	STATE COMMITMENT UNITS	STATE COMMITMENT HOURS	TOTAL COMMITMENT UNITS	TOTAL COMMITMENT HOUR
COMMERCIAL CROP:	(PROPERTIES)	0	0	0	0	0	0
PUBLIC CONTACT:	(SAMPLE PROPERTIES)	0	0	0	0	0	0
SPECIAL SURVEYS:		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TRAPPING		SUMMER/WINTER		SUMMER/WINTER		SUMMER/WINTER	
JACKSON TRAP - MEDFLY	MF	0 / 0		34 / 0		34 / 0	
McPHAIL TRAP	MP	0 / 0		0 / 0		0 / 0	
CHAMP TRAP - Garden	CP	0 / 0		0 / 0		0 / 0	
CHAMP TRAP - Rural	CP	0 / 0		36 / 0		36 / 0	
CHAMP TRAP - Rural Residential	CP	0 / 0		0 / 0		0 / 0	
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0 / 0		15 / 0		15 / 0	
JACKSON TRAP - MELON FLY	ML	0 / 0		15 / 0		15 / 0	
GYPSY MOTH	GM	20		40		60	
JAPANESE BEETLE	JB	6		9		15	
MISCELLANEOUS:	Kapra Beetle	0		95		95	
	Boll Weevil	0		12		12	
	European Grape Berry Moth	0		69		69	
	Tomato Leaf Miner	0		100		100	
		0		0		0	

SPECIAL TRAPS OR TRAPPING CONSIDERATIONS:

EGBM will be Piggy Back Trap with EGVM - FP Calculated at .05/trap

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

60-221 (REV 4/10)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

2. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.

3. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Exotic Fruit Fly (FF) Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.50	24.00	204.0(
2	Tyler Martin	Agriculture	8.50	9.00	77.0(
				Subtotal:	**281.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	204.00	$2,652.00
2	Tyler Martin	Agriculture	$26.39	77.00	$2,032.00
				Subtotal:	**$4,684.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$2,652.00	$203.00
2	Tyler Martin	Agriculture	70.8800%	$2,032.00	$1,440.00
				Subtotal:	**$1,643.00**
				DETECTION STAFF SUBTOTAL:	**$6,327.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	3.50	17.50	61.0(
2	Anastacia Allen	Assistant Agricultural Commissioner	2.00	8.00	16.0(
3	Greg Hinton	Agricultural Commissioner	0.50	8.00	4.0(
4	LeeAnn Price	Accounting Technician	0.50	8.00	4.0(
5	Maisha Bullock	Fiscal Administrative Officer	0.25	8.00	2.0(
				Subtotal:	**87.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	61.00	$1,610.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	16.00	$691.00
3	Greg Hinton	Agricultural Commissioner	$55.32	4.00	$221.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$2,701.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$1,610.00	$1,141.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$691.00	$330.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$221.00	$128.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$1,737.00**
				NON-DETECTION STAFF SUBTOTAL:	**$4,438.00**

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$7,385.00	$3,380.00	$2,691.00
		TOTAL PERSONNEL COST :	**$13,456.00**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Trapping pole repair supplies	$50.0(
2	Office Supplies	$25.0(
	TOTAL SUPPLY COST:	**$75.0(**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR

	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1					$0.00
				TOTAL SUBCONTRACTOR COST:	**$0.0**

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.575	$0.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00
					VEHICLE COST TOTAL:	$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection FF Trapping Cost:	**$13,531.00**
FY: 2020-2021 Pest Detection Trapping Total Cost:	**$23,202.00**
FF, GM, JB Cost:	**$21,752.0**
CalTrap Cost:	**$1,450.0**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Gypsy Moth (GM) Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	4.00	8.00	32.0
2	Tyler Martin	Agricultural Biologist	4.00	2.00	8.0
3	Ryan Jennings	Agricultural Biologist	8.50	4.00	34.0
				Subtotal:	**74.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	32.00	$416.00
2	Tyler Martin	Agricultural Biologist	$26.39	8.00	$211.00
3	Ryan Jennings	Agricultural Biologist	$35.66	34.00	$1,212.00
				Subtotal:	**$1,839.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$416.00	$32.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$211.00	$150.00
3	Ryan Jennings	Agricultural Biologist	50.0300%	$1,212.00	$606.00
				Subtotal:	**$788.00**

DETECTION STAFF SUBTOTAL: **$2,627.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	1.75	17.50	31.0
2	Anastacia Allen	Assistant Agricultural Commissioner	0.50	8.00	4.0
3	Greg Hinton	Agricultural Commissioner	0.10	8.00	1.0
4	LeeAnn Price	Accounting Technician	0.30	8.00	2.0
5	Maisha Bullock	Fiscal Administrative Officer	0.10	8.00	1.0
				Subtotal:	**39.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	31.00	$818.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	4.00	$173.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	2.00	$56.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	1.00	$33.00
				Subtotal:	**$1,135.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$818.00	$580.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$173.00	$83.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$56.00	$43.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$33.00	$26.00
				Subtotal:	**$764.00**

NON-DETECTION STAFF SUBTOTAL: **$1,899.00**

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$2,974.00	$1,552.00	$1,132.00

TOTAL PERSONNEL COST : **$5,658.00**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies	$25.00

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

TOTAL SUPPLY COST:	$25.0

C. SUBCONTRACTOR

	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COS
1					$0.00
			TOTAL SUBCONTRACTOR COST:		$0.0

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.575	$0.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00
				VEHICLE COST TOTAL:		$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COS
1		$0.0
	TOTAL SUPPLY COST:	$0.0

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection GM Trapping Cost:	$5,683.00

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Japanese Beetle (JB) Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	4.00	8.00	32.0(
2	Tyler Martin	Agricultural Biologist	4.00	1.00	4.0(
				Subtotal:	**36.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	32.00	$416.00
2	Tyler Martin	Agricultural Biologist	$26.39	4.00	$106.00
				Subtotal:	**$522.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$416.00	$32.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$106.00	$75.00
				Subtotal:	**$107.00**

DETECTION STAFF SUBTOTAL: $629.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	4.00	4.00	16.0(
2	Anastacia Allen	Assistant Agricultural Commissioner	1.00	4.00	4.0(
3	Greg Hinton	Agricultural Commissioner	0.25	4.00	1.0(
4	LeeAnn Price	Accounting Technician	1.00	4.00	4.0(
5	Maisha Bullock	Fiscal Administrative Officer	0.50	4.00	2.0(
				Subtotal:	**27.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	16.00	$422.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	4.00	$173.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$829.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$422.00	$299.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$173.00	$83.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$552.00**

NON-DETECTION STAFF SUBTOTAL: $1,381.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$1,351.00	$659.00	$503.00

TOTAL PERSONNEL COST : $2,513.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COS
1	Office Supplies	$25.0(
	TOTAL SUPPLY COST:	**$25.0(**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.575	$0.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	$0.00

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection JB Trapping Cost: $2,538.00

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 CalTrap Financial Plan

1/22/20

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

A. CALTRAP

DATA CONVERSION MANUAL ENTRY	NO. OF SITES*	COST PER SITE	COST
	100.00	$1.4000	$140.00

DATA CONVERSION BULK UPLOAD	NO. OF SITES*	COST PER SITE	COST
	0.00	$0.6323	$0.00

IPAD	NO. OF DEVICES	COST PER DEVICE**	COST
	1.00	$650.00	$650.00

IPAD ACCESSORIES	NO. OF DEVICES	COST PER DEVICE**	COST
	1.00	$60.00	$60.00

DATA PLAN	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES		COST
	$50.00	12.00	1.00		$600.00

INSURANCE/WARRANTY (OPTIONAL)	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES		COST
	$0.00	0.00	1.00		$0.00

CalTrap Cost:	**$1,450.00**

* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.
** This is total cost to include tax and fees. Reimbursement based on actual invoice.

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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

County: **COLUSA**

Fiscal Year: **2020-2021**

TRAPPING HOURS/YEAR WORKSHEET

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

TRAPPING SEASON for CORE PROGRAM

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

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	34	x	13.00	=	442
MP		x	26.00	=	0
CP garden		x		=	0
CP rural	36	x	6.00	=	216
CP rural res.		x		=	0
OF	15	x	13.00	=	195
ML	15	x	10.83	=	162
GM	33	x	8.67	=	286
JB	9	x	8.67	=	78
				Total:	1,379

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

FF TOTAL:	1,015	÷	4.00	=	253.75	x1.1(10%)	279.12
	(A)		(B)		(C)		(D)
GM TOTAL:	286	÷	4.00	=	71.50	x1.1(10%)	78.65
	(A)		(B)		(C)		(D)
JB TOTAL:	78	÷	4.00	=	19.50	x1.1(10%)	21.45
	(A)		(B)		(C)		(D)

A = Servicings/year/trap - calculated electronically.
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.

1/22/20
Form 66-223

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Other 1 Financial Plan

1/22/20

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.00	26.00	208.00
2	Tyler Martin	Agricultural Biologist	8.00	5.00	40.00
				Subtotal:	**248.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	208.00	$2,704.00
2	Tyler Martin	Agricultural Biologist	$26.39	40.00	$1,056.00
				Subtotal:	**$3,760.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$2,704.00	$207.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$1,056.00	$748.00
				Subtotal:	**$955.00**

DETECTION STAFF SUBTOTAL: $4,715.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	8.00	10.00	80.00
2	Anastacia Allen	Assistant Agricultural Commissioner	4.00	5.00	20.00
3	Greg Hinton	Agricultural Commissioner	0.25	12.00	3.00
4	LeeAnn Price	Accounting Technician	1.00	12.00	12.00
5	Maisha Bullock	Fiscal Administrative Officer	0.50	12.00	6.00
				Subtotal:	**121.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	80.00	$2,111.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	20.00	$864.00
3	Greg Hinton	Agricultural Commissioner	$55.32	3.00	$166.00
4	LeeAnn Price	Accounting Technician	$28.17	12.00	$338.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	6.00	$198.00
				Subtotal:	**$3,677.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$2,111.00	$1,496.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$864.00	$413.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$166.00	$96.00
4	LeeAnn Price	Accounting Technician	76.0300%	$338.00	$257.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$198.00	$157.00
				Subtotal:	**$2,419.00**

NON-DETECTION STAFF SUBTOTAL: $6,096.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$7,437.00	$3,374.00	$2,703.00

TOTAL PERSONNEL COST : $13,514.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	**$0.00**

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.575	$0.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL:	$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 1 Cost:	**$13,514.00**

FY: 2020-2021 Pest Detection Total Other Cost:	**$53,920.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Other 2 Financial Plan

1/22/20

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.00	36.00	288.00
2	Tyler Martin	Agricultural Biologist	8.00	6.00	48.00
				Subtotal:	**336.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	288.00	$3,744.00
2	Tyler Martin	Agricultural Biologist	$26.39	48.00	$1,267.00
				Subtotal:	**$5,011.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$3,744.00	$286.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$1,267.00	$898.00
				Subtotal:	**$1,184.00**

DETECTION STAFF SUBTOTAL: $6,195.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	8.00	5.00	40.00
2	Anastacia Allen	Assistant Agricultural Commissioner	4.00	4.00	16.00
3	Greg Hinton	Agricultural Commissioner	0.25	12.00	3.00
4	LeeAnn Price	Accounting Technician	1.00	12.00	12.00
5	Maisha Bullock	Fiscal Administrative Officer	0.50	12.00	6.00
				Subtotal:	**77.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	40.00	$1,056.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	16.00	$691.00
3	Greg Hinton	Agricultural Commissioner	$55.32	3.00	$166.00
4	LeeAnn Price	Accounting Technician	$28.17	12.00	$338.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	6.00	$198.00
				Subtotal:	**$2,449.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$1,056.00	$748.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$691.00	$330.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$166.00	$96.00
4	LeeAnn Price	Accounting Technician	76.0300%	$338.00	$257.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$198.00	$157.00
				Subtotal:	**$1,588.00**

NON-DETECTION STAFF SUBTOTAL: $4,037.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$7,460.00	$2,772.00	$2,558.00

TOTAL PERSONNEL COST : $12,790.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

C. SUBCONTRACTOR

	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1					$0.00

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

TOTAL SUBCONTRACTOR COST:	**$0.00**

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	12.00	400.00	$0.575	$2,760.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL:	$2,760.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description		COST
1			$0.00
		TOTAL SUPPLY COST:	**$0.00**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 2 Cost:	**$15,550.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Other 3 Financial Plan

1/22/20

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	0.00	0.00	0.00
2	Tyler Martin	Agricultural Biologist	0.00	0.00	0.00
3	Lyndee Hyatt	Agricultural Biologist	8.00	4.00	32.00
4	Ryan Jennings	Agricultural Biologist	8.00	4.00	32.00
				Subtotal:	**64.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	0.00	$0.00
2	Tyler Martin	Agricultural Biologist	$26.39	0.00	$0.00
3	Lyndee Hyatt	Agricultural Biologist	$24.57	32.00	$786.00
4	Ryan Jennings	Agricultural Biologist	$35.66	32.00	$1,141.00
				Subtotal:	**$1,927.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$0.00	$0.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$0.00	$0.00
3	Lyndee Hyatt	Agricultural Biologist	80.7100%	$786.00	$634.00
4	Ryan Jennings	Agricultural Biologist	50.0300%	$1,141.00	$571.00
				Subtotal:	**$1,205.00**

DETECTION STAFF SUBTOTAL: $3,132.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	2.00	1.00	2.00
2	Anastacia Allen	Assistant Agricultural Commissioner	2.00	1.00	2.00
3	Greg Hinton	Agricultural Commissioner	0.25	4.00	1.00
4	LeeAnn Price	Accounting Technician	1.00	4.00	4.00
5	Maisha Bullock	Fiscal Administrative Officer	0.50	4.00	2.00
				Subtotal:	**11.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	2.00	$53.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	2.00	$86.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$373.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$53.00	$38.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$86.00	$41.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$249.00**

NON-DETECTION STAFF SUBTOTAL: $622.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$2,300.00	$1,454.00	$939.00

TOTAL PERSONNEL COST : $4,693.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
		TOTAL SUBCONTRACTOR COST:		**$0.00**

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	4.00	150.00	$0.575	$345.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL:	$345.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 3 Cost:	**$5,038.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detecti

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Other 4 Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
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Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.00	36.00	288.00
2	Tyler Martin	Agricultural Biologist	8.00	9.00	72.00
				Subtotal:	**360.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	288.00	$3,744.00
2	Tyler Martin	Agricultural Biologist	$26.39	72.00	$1,900.00
				Subtotal:	**$5,644.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$3,744.00	$286.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$1,900.00	$1,347.00
				Subtotal:	**$1,633.00**

DETECTION STAFF SUBTOTAL: $7,277.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	4.00	4.00	16.00
2	Anastacia Allen	Assistant Agricultural Commissioner	2.00	4.00	8.00
3	Greg Hinton	Agricultural Commissioner	0.25	6.00	2.00
4	LeeAnn Price	Accounting Technician	1.00	6.00	6.00
5	Maisha Bullock	Fiscal Administrative Officer	0.50	6.00	3.00
				Subtotal:	**35.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	16.00	$422.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	8.00	$346.00
3	Greg Hinton	Agricultural Commissioner	$55.32	2.00	$111.00
4	LeeAnn Price	Accounting Technician	$28.17	6.00	$169.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	3.00	$99.00
				Subtotal:	**$1,147.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$422.00	$299.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$346.00	$165.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$111.00	$64.00
4	LeeAnn Price	Accounting Technician	76.0300%	$169.00	$128.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$99.00	$79.00
				Subtotal:	**$735.00**

NON-DETECTION STAFF SUBTOTAL: $1,882.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$6,791.00	$2,368.00	$2,290.00

TOTAL PERSONNEL COST : $11,449.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	**$0.00**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detecti

C.	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1					$0.00
2					$0.00
3					$0.00
4					$0.00
				TOTAL SUBCONTRACTOR COST:	**$0.00**

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	6.00	400.00	$0.575	$1,380.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00		0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL:	$1,380.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	**$0.00**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 4 Cost:	**$12,829.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Other 5 Financial Plan

1/22/20

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	4.00	3.00	12.00
2	Tyler Martin	Agricultural Biologist	4.00	2.00	8.00
				Subtotal:	**20.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	12.00	$156.00
2	Tyler Martin	Agricultural Biologist	$26.39	8.00	$211.00
				Subtotal:	**$367.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$156.00	$12.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$211.00	$150.00
				Subtotal:	**$162.00**

DETECTION STAFF SUBTOTAL: $529.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	8.00	5.00	40.00
2	Anastacia Allen	Assistant Agricultural Commissioner	4.00	4.00	16.00
3	Greg Hinton	Agricultural Commissioner	0.25	12.00	3.00
4	LeeAnn Price	Accounting Technician	1.00	12.00	12.00
5	Maisha Bullock	Fiscal Administrative Officer	0.50	12.00	6.00
				Subtotal:	**77.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	40.00	$1,056.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	16.00	$691.00
3	Greg Hinton	Agricultural Commissioner	$55.32	3.00	$166.00
4	LeeAnn Price	Accounting Technician	$28.17	12.00	$338.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	6.00	$198.00
				Subtotal:	**$2,449.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$1,056.00	$748.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$691.00	$330.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$166.00	$96.00
4	LeeAnn Price	Accounting Technician	76.0300%	$338.00	$257.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$198.00	$157.00
				Subtotal:	**$1,588.00**

NON-DETECTION STAFF SUBTOTAL: $4,037.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$2,816.00	$1,750.00	$1,142.00

TOTAL PERSONNEL COST : $5,708.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

C. SUBCONTRACTOR

	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1					$0.00
			TOTAL SUBCONTRACTOR COST:		**$0.00**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	1.00	1.00	150.00	$0.575	$86.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00		0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $86.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00

TOTAL SUPPLY COST: **$0.00**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 4 Cost: **$5,794.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Other 6 Financial Plan

1/22/20

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	2.00	3.00	6.00
2	Tyler Martin	Agricultural Biologist	2.00	2.00	4.00
3	Lyndee Hyatt	Agricultural Biologist	0.00	0.00	0.00
4	Ryan Jennings	Agricultural Biologist	0.00	0.00	0.00
				Subtotal:	**10.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	6.00	$78.00
2	Tyler Martin	Agricultural Biologist	$26.39	4.00	$106.00
3	Lyndee Hyatt	Agricultural Biologist	$0.00	0.00	$0.00
4	Ryan Jennings	Agricultural Biologist	$0.00	0.00	$0.00
				Subtotal:	**$184.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$78.00	$6.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$106.00	$75.00
3	Lyndee Hyatt	Agricultural Biologist	0.0000%	$0.00	$0.00
4	Ryan Jennings	Agricultural Biologist	0.0000%	$0.00	$0.00
				Subtotal:	**$81.00**

DETECTION STAFF SUBTOTAL: $265.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	2.00	1.00	2.00
2	Anastacia Allen	Assistant Agricultural Commissioner	2.00	1.00	2.00
3	Greg Hinton	Agricultural Commissioner	0.25	4.00	1.00
4	LeeAnn Price	Accounting Technician	1.00	4.00	4.00
5	Maisha Bullock	Fiscal Administrative Officer	0.50	4.00	2.00
				Subtotal:	**11.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	2.00	$53.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	2.00	$86.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$373.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$53.00	$38.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$86.00	$41.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$249.00**

NON-DETECTION STAFF SUBTOTAL: $622.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$557.00	$330.00	$222.00

TOTAL PERSONNEL COST : $1,109.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
		TOTAL SUBCONTRACTOR COST:		**$0.00**

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	1.00	150.00	$0.575	$86.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL:	$86.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 4 Cost:	**$1,195.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detecti

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

County: **COLUSA**

Fiscal Year: **2020-2021**

TRAPPING HOURS/YEAR WORKSHEET

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

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EGBM												
KB												
GMMT												
TLM												
MF Suppl												
OF Suppl												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps/sites	x	serv/year*	=	serv/year/trap
EGBM	69	x	13.00	=	897
KB	95	x	26.00	=	2,470
GMMT	7	x	8.67	=	61
TLM	100	x	13.00	=	1,300
MF Suppl	34	x	2.17	=	74
OF Suppl	15	x	2.17	=	33
				Total:	4,835

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

	(A)	÷	(B)	=	(C)		(D)
Other 1 TOTAL:	897	÷	4.00	=	224.25	x1.1(10%)	246.67
Other 2 TOTAL:	2,470	÷	8.00	=	308.75	x1.1(10%)	339.62
Other 3 TOTAL:	61	÷	2.00	=	30.50	x1.1(10%)	33.55
Other 4 TOTAL:	1,300	÷	4.00	=	325.00	x1.1(10%)	357.50
Other 5 TOTAL:	74	÷	4.00	=	18.50	x1.1(10%)	20.35
Other 6 TOTAL:	33	÷	4.00	=	8.25	x1.1(10%)	9.07

A = Servicings/year/trap - calculated electronically from cells H41 through H51. Formula may be edited to group traps.
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.

1/22/20
Form 66-223

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Exotic Fruit Fly (FF) Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.50	24.00	204.0(
2	Tyler Martin	Agricultural Biologist	8.50	9.00	77.0(
				Subtotal:	**281.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	204.00	$2,652.00
2	Tyler Martin	Agricultural Biologist	$26.39	77.00	$2,032.00
				Subtotal:	**$4,684.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$2,652.00	$203.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$2,032.00	$1,440.00
				Subtotal:	**$1,643.00**

DETECTION STAFF SUBTOTAL: **$6,327.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	3.50	17.50	61.0(
2	Anastacia Allen	Assistant Agricultural Biologist	2.00	8.00	16.0(
3	Greg Hinton	Agricultural Commissioner	0.50	8.00	4.0(
4	LeeAnn Price	Accounting Technician	0.50	8.00	4.0(
5	Maisha Bullock	Fiscal Administrative Officer	0.25	8.00	2.0(
				Subtotal:	**87.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	61.00	$1,610.00
2	Anastacia Allen	Assistant Agricultural Biologist	$43.19	16.00	$691.00
3	Greg Hinton	Agricultural Commissioner	$55.32	4.00	$221.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$2,701.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$1,610.00	$1,141.00
2	Anastacia Allen	Assistant Agricultural Biologist	47.8100%	$691.00	$330.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$221.00	$128.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$1,737.00**

NON-DETECTION STAFF SUBTOTAL: **$4,438.00**

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$7,385.00	$3,380.00	$2,691.00

TOTAL PERSONNEL COST : **$13,456.00**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Trapping pole repair supplies	$50.0(
2	Office Supplies	$25.0(
	TOTAL SUPPLY COST:	**$75.0(**

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

1		$0.00
	TOTAL SUBCONTRACTOR COST:	**$0.0**

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.575	$0.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	555.75	8.00	285.00	$0.285	$5,096.00

VEHICLE COST TOTAL:	$5,096.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection FF Trapping Cost:	**$18,627.00**
FY: 2021-2022 Pest Detection Trapping Total Cost:	**$32,213.00**
FF, GM, JB Cost:	**$30,693.0**
CalTrap Cost:	**$1,520.0**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Gypsy Moth (GM) Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	4.00	8.00	32.0(
2	Tyler Martin	Agricultural Biologist	4.00	2.00	8.0(
3	Ryan Jennings	Agricultural Biologist	8.50	4.00	34.0(
				Subtotal:	**74.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	32.00	$416.00
2	Tyler Martin	Agricultural Biologist	$26.39	8.00	$211.00
3	Ryan Jennings	Agricultural Biologist	$35.66	34.00	$1,212.00
				Subtotal:	**$1,839.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$416.00	$32.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$211.00	$150.00
3	Ryan Jennings	Agricultural Biologist	50.0300%	$1,212.00	$606.00
				Subtotal:	**$788.00**

DETECTION STAFF SUBTOTAL: $2,627.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	1.75	17.50	31.0(
2	Anastacia Allen	Assistant Agricultural Biologist	0.50	8.00	4.0(
3	Greg Hinton	Agricultural Commissioner	0.10	8.00	1.0(
4	LeeAnn Price	Accounting Technician	0.30	8.00	2.0(
5	Maisha Bullock	Fiscal Administrative Officer	0.10	8.00	1.0(
				Subtotal:	**39.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	31.00	$818.00
2	Anastacia Allen	Assistant Agricultural Biologist	$43.19	4.00	$173.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	2.00	$56.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	1.00	$33.00
				Subtotal:	**$1,135.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$818.00	$580.00
2	Anastacia Allen	Assistant Agricultural Biologist	47.8100%	$173.00	$83.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$56.00	$43.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$33.00	$26.00
				Subtotal:	**$764.00**

NON-DETECTION STAFF SUBTOTAL: $1,899.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$2,974.00	$1,552.00	$1,132.00

TOTAL PERSONNEL COST : $5,658.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COS
1	Office Supplies	$25.0(

TOTAL SUPPLY COST: $25.00

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR

	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1					$0.00
				TOTAL SUBCONTRACTOR COST:	**$0.0**

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.575	$0.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	1.00	282.75	8.00	145.00	$0.285	$2,593.00
					VEHICLE COST TOTAL:	$2,593.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection GM Trapping Cost: $8,276.00

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Japanese Beetle (JB) Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	4.00	8.00	32.0
2	Tyler Martin	Agricultural Biologist	4.00	1.00	4.0
				Subtotal:	**36.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	32.00	$416.00
2	Tyler Martin	Agricultural Biologist	$26.39	4.00	$106.00
				Subtotal:	**$522.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$416.00	$32.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$106.00	$75.00
				Subtotal:	**$107.00**

DETECTION STAFF SUBTOTAL: $629.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	4.00	4.00	16.0
2	Anastacia Allen	Assistant Agricultural Biologist	1.00	4.00	4.0
3	Greg Hinton	Agricultural Commissioner	0.25	4.00	1.0
4	LeeAnn Price	Accounting Technician	1.00	4.00	4.0
5	Maisha Bullock	Fiscal Administrative Officer	0.50	4.00	2.0
				Subtotal:	**27.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	16.00	$422.00
2	Anastacia Allen	Assistant Agricultural Biologist	$43.19	4.00	$173.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$829.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$422.00	$299.00
2	Anastacia Allen	Assistant Agricultural Biologist	47.8100%	$173.00	$83.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$552.00**

NON-DETECTION STAFF SUBTOTAL: $1,381.00

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$1,351.00	$659.00	$503.00

TOTAL PERSONNEL COST : $2,513.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies	$25.0
	TOTAL SUPPLY COST:	**$25.0**

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

TOTAL SUBCONTRACTOR COST:	**$0.0**

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.575	$0.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	136.50	8.00	70.00	$0.285	$1,252.00

VEHICLE COST TOTAL:	$1,252.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection JB Trapping Cost:	**$3,790.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 CalTrap Financial Plan

1/22/20

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

A. CALTRAP

DATA CONVERSION MANUAL ENTRY	NO. OF SITES*	COST PER SITE	COST
	200.00	$1.4000	$280.00

DATA CONVERSION BULK UPLOAD	NO. OF SITES*	COST PER SITE	COST
	0.00	$0.6323	$0.00

IPAD	NO. OF DEVICES	COST PER DEVICE**	COST
	0.00	$0.00	$0.00

IPAD ACCESSORIES	NO. OF DEVICES	COST PER DEVICE**	COST
Chargers	2.00	$20.00	$40.00

DATA PLAN	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES		COST
	$50.00	12.00	2.00		$1,200.00

INSURANCE/WARRANTY (OPTIONAL)	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES		COST
	$0.00	0.00	0.00		$0.00

CalTrap Cost:	**$1,520.00**

* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.
** This is total cost to include tax and fees. Reimbursement based on actual invoice.

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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

County: **COLUSA**

Fiscal Year: **2021-2022**

TRAPPING HOURS/YEAR WORKSHEET

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

TRAPPING SEASON for CORE PROGRAM

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

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	34	x	13.00	=	442
MP		x		=	0
CP garden		x		=	0
CP rural	36	x	6.00	=	216
CP rural res.		x		=	0
OF	15	x	13.00	=	195
ML	15	x	10.83	=	162
GM	33	x	8.67	=	286
JB	9	x	8.67	=	78
				Total:	1,379

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

FF TOTAL:	1,015	÷	4.00	=	253.75	x1.1(10%)	279.12
	(A)		(B)		(C)		(D)
GM TOTAL:	286	÷	4.00	=	71.50	x1.1(10%)	78.65
	(A)		(B)		(C)		(D)
JB TOTAL:	78	÷	4.00	=	19.50	x1.1(10%)	21.45
	(A)		(B)		(C)		(D)

A = Servicings/year/trap - calculated electronically.
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.

1/22/20
Form 66-223

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping EGBM Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.00	26.00	208.0(
2	Tyler Martin	Agricultural Biologist	8.00	5.00	40.0(
				Subtotal:	**248.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	208.00	$2,704.00
2	Tyler Martin	Agricultural Biologist	$26.39	40.00	$1,056.00
				Subtotal:	**$3,760.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$2,704.00	$207.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$1,056.00	$748.00
				Subtotal:	**$955.00**

DETECTION STAFF SUBTOTAL: **$4,715.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	8.00	10.00	80.0(
2	Anastacia Allen	Assistant Agricultural Commissioner	4.00	5.00	20.0(
3	Greg Hinton	Agricultural Commissioner	0.25	12.00	3.0(
4	LeeAnn Price	Accounting Technician	1.00	12.00	12.0(
5	Maisha Bullock	Fiscal Administrative Officer	0.50	12.00	6.0(
				Subtotal:	**121.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	80.00	$2,111.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	20.00	$864.00
3	Greg Hinton	Agricultural Commissioner	$55.32	3.00	$166.00
4	LeeAnn Price	Accounting Technician	$28.17	12.00	$338.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	6.00	$198.00
				Subtotal:	**$3,677.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$2,111.00	$1,496.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$864.00	$413.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$166.00	$96.00
4	LeeAnn Price	Accounting Technician	76.0300%	$338.00	$257.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$198.00	$157.00
				Subtotal:	**$2,419.00**

NON-DETECTION STAFF SUBTOTAL: **$6,096.00**

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$7,437.00	$3,374.00	$2,703.00

TOTAL PERSONNEL COST : **$13,514.00**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.0(
	TOTAL SUPPLY COST:	**$0.0(**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.575	$0.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

		VEHICLE COST TOTAL:	$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description		COST
1			$0.00
		TOTAL SUPPLY COST:	$0.00

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 1 Cost:	$13,514.00
FY: 2021-2022 Pest Detection Total EGBM Cost:	**$53,920.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping KB Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.00	36.00	288.0
2	Tyler Martin	Agricultural Biologist	8.00	6.00	48.0
				Subtotal:	**336.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	288.00	$3,744.00
2	Tyler Martin	Agricultural Biologist	$26.39	48.00	$1,267.00
				Subtotal:	**$5,011.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$3,744.00	$286.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$1,267.00	$898.00
				Subtotal:	**$1,184.00**

DETECTION STAFF SUBTOTAL: **$6,195.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	8.00	5.00	40.0
2	Anastacia Allen	Assistant Agricultural Commissioner	4.00	4.00	16.0
3	Greg Hinton	Agricultural Commissioner	0.25	12.00	3.0
4	LeeAnn Price	Accounting Technician	1.00	12.00	12.0
5	Maisha Bullock	Fiscal Administrative Officer	0.50	12.00	6.0
				Subtotal:	**77.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	40.00	$1,056.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	16.00	$691.00
3	Greg Hinton	Agricultural Commissioner	$55.32	3.00	$166.00
4	LeeAnn Price	Accounting Technician	$28.17	12.00	$338.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	6.00	$198.00
				Subtotal:	**$2,449.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$1,056.00	$748.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$691.00	$330.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$166.00	$96.00
4	LeeAnn Price	Accounting Technician	76.0300%	$338.00	$257.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$198.00	$157.00
				Subtotal:	**$1,588.00**

NON-DETECTION STAFF SUBTOTAL: **$4,037.00**

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$7,460.00	$2,772.00	$2,558.00

TOTAL PERSONNEL COST : **$12,790.00**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	1.00	12.00	400.00	$0.575	$2,760.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00
					VEHICLE COST TOTAL:	$2,760.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	$0.00

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection KB Cost:	$15,550.00

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Other 3 Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	0.00	0.00	0.0(
2	Tyler Martin	Agricultural Biologist	0.00	0.00	0.0(
3	Lyndee Hyatt	Agricultural Biologist	8.00	4.00	32.0(
4	Ryan Jennings	Agricultural Biologist	8.00	4.00	32.0(
				Subtotal:	**64.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$0.00	0.00	$0.00
2	Tyler Martin	Agricultural Biologist	$0.00	0.00	$0.00
3	Lyndee Hyatt	Agricultural Biologist	$24.57	32.00	$786.00
4	Ryan Jennings	Agricultural Biologist	$35.66	32.00	$1,141.00
				Subtotal:	**$1,927.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	0.0000%	$0.00	$0.00
2	Tyler Martin	Agricultural Biologist	0.0000%	$0.00	$0.00
3	Lyndee Hyatt	Agricultural Biologist	80.7100%	$786.00	$634.00
4	Ryan Jennings	Agricultural Biologist	50.0300%	$1,141.00	$571.00
				Subtotal:	**$1,205.00**

DETECTION STAFF SUBTOTAL: $3,132.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	2.00	1.00	2.0(
2	Anastacia Allen	Assistant Agricultural Commissioner	2.00	1.00	2.0(
3	Greg Hinton	Agricultural Commissioner	0.25	4.00	1.0(
4	LeeAnn Price	Accounting Technician	1.00	4.00	4.0(
5	Maisha Bullock	Fiscal Administrative Officer	0.50	4.00	2.0(
				Subtotal:	**11.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	2.00	$53.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	2.00	$86.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$373.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$53.00	$38.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$86.00	$41.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$249.00**

NON-DETECTION STAFF SUBTOTAL: $622.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$2,300.00	$1,454.00	$939.00

TOTAL PERSONNEL COST : $4,693.00

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

C. SUBCONTRACTOR

	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1					$0.00
			TOTAL SUBCONTRACTOR COST:		**$0.00**

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	4.00	150.00	$0.575	$345.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $345.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	**$0.00**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection GMMT Cost: $5,038.00

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Other 4 Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	8.00	36.00	288.0
2	Tyler Martin	Agricultural Biologist	8.00	9.00	72.0
				Subtotal:	**360.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	288.00	$3,744.00
2	Tyler Martin	Agricultural Biologist	$26.39	72.00	$1,900.00
				Subtotal:	**$5,644.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$3,744.00	$286.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$1,900.00	$1,347.00
				Subtotal:	**$1,633.00**
				DETECTION STAFF SUBTOTAL:	**$7,277.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	4.00	4.00	16.0
2	Anastacia Allen	Assistant Agricultural Commissioner	2.00	4.00	8.0
3	Greg Hinton	Agricultural Commissioner	0.25	6.00	2.0
4	LeeAnn Price	Accounting Technician	1.00	6.00	6.0
5	Maisha Bullock	Fiscal Administrative Officer	0.50	6.00	3.0
				Subtotal:	**35.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	16.00	$422.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	8.00	$346.00
3	Greg Hinton	Agricultural Commissioner	$55.32	2.00	$111.00
4	LeeAnn Price	Accounting Technician	$28.17	6.00	$169.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	3.00	$99.00
				Subtotal:	**$1,147.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$422.00	$299.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$346.00	$165.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$111.00	$64.00
4	LeeAnn Price	Accounting Technician	76.0300%	$169.00	$128.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$99.00	$79.00
				Subtotal:	**$735.00**
				NON-DETECTION STAFF SUBTOTAL:	**$1,882.00**

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$6,791.00	$2,368.00	$2,290.00
			TOTAL PERSONNEL COST :	**$11,449.00**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR

	SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1					$0.00
				TOTAL SUBCONTRACTOR COST:	**$0.0**

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	1.00	6.00	400.00	$0.575	$1,380.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

		VEHICLE COST TOTAL:	$1,380.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description		COST
1			$0.0
		TOTAL SUPPLY COST:	**$0.0**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection TLM Cost:	**$12,829.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Other 5 Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	4.00	3.00	12.0
2	Tyler Martin	Agricultural Biologist	4.00	2.00	8.0
				Subtotal:	**20.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	12.00	$156.00
2	Tyler Martin	Agricultural Biologist	$26.39	8.00	$211.00
				Subtotal:	**$367.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$156.00	$12.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$211.00	$150.00
				Subtotal:	**$162.00**

DETECTION STAFF SUBTOTAL: $529.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	8.00	5.00	40.0
2	Anastacia Allen	Assistant Agricultural Commissioner	4.00	4.00	16.0
3	Greg Hinton	Agricultural Commissioner	0.25	12.00	3.0
4	LeeAnn Price	Accounting Technician	1.00	12.00	12.0
5	Maisha Bullock	Fiscal Administrative Officer	0.50	12.00	6.0
				Subtotal:	**77.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	40.00	$1,056.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	16.00	$691.00
3	Greg Hinton	Agricultural Commissioner	$55.32	3.00	$166.00
4	LeeAnn Price	Accounting Technician	$28.17	12.00	$338.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	6.00	$198.00
				Subtotal:	**$2,449.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$1,056.00	$748.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$691.00	$330.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$166.00	$96.00
4	LeeAnn Price	Accounting Technician	76.0300%	$338.00	$257.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$198.00	$157.00
				Subtotal:	**$1,588.00**

NON-DETECTION STAFF SUBTOTAL: $4,037.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$2,816.00	$1,750.00	$1,142.00

TOTAL PERSONNEL COST : $5,708.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.0

TOTAL SUPPLY COST: $0.0

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	**$0.0**

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	1.00	1.00	150.00	$0.575	$86.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

	VEHICLE COST TOTAL:	$86.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection MF Suppl Cost:	**$5,794.00**

COMMENTS:

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Other 6 Financial Plan

1/22/2(

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

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Philip Spivak	Ag Aide - Seasonal	2.00	3.00	6.0
2	Tyler Martin	Agricultural Biologist	2.00	2.00	4.0
				Subtotal:	**10.00**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Philip Spivak	Ag Aide - Seasonal	$13.00	6.00	$78.00
2	Tyler Martin	Agricultural Biologist	$26.39	4.00	$106.00
				Subtotal:	**$184.00**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Philip Spivak	Ag Aide - Seasonal	7.6500%	$78.00	$6.00
2	Tyler Martin	Agricultural Biologist	70.8800%	$106.00	$75.00
				Subtotal:	**$81.00**
				DETECTION STAFF SUBTOTAL:	**$265.00**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	2.00	1.00	2.0
2	Anastacia Allen	Assistant Agricultural Commissioner	2.00	1.00	2.0
3	Greg Hinton	Agricultural Commissioner	0.25	4.00	1.0
4	LeeAnn Price	Accounting Technician	1.00	4.00	4.0
5	Maisha Bullock	Fiscal Administrative Officer	0.50	4.00	2.0
				Subtotal:	**11.00**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	2.00	$53.00
2	Anastacia Allen	Assistant Agricultural Commissioner	$43.19	2.00	$86.00
3	Greg Hinton	Agricultural Commissioner	$55.32	1.00	$55.00
4	LeeAnn Price	Accounting Technician	$28.17	4.00	$113.00
5	Maisha Bullock	Fiscal Administrative Officer	$33.02	2.00	$66.00
				Subtotal:	**$373.00**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	70.8800%	$53.00	$38.00
2	Anastacia Allen	Assistant Agricultural Commissioner	47.8100%	$86.00	$41.00
3	Greg Hinton	Agricultural Commissioner	58.0700%	$55.00	$32.00
4	LeeAnn Price	Accounting Technician	76.0300%	$113.00	$86.00
5	Maisha Bullock	Fiscal Administrative Officer	79.5000%	$66.00	$52.00
				Subtotal:	**$249.00**
				NON-DETECTION STAFF SUBTOTAL:	**$622.00**

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$557.00	$330.00	$222.00
			TOTAL PERSONNEL COST :	**$1,109.00**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COS
1		$0.0
	TOTAL SUPPLY COST:	**$0.0**

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C. SUBCONTRACTOR	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.0

D. VEHICLE OPERATIONS

	COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	1.00	1.00	150.00	$0.575	$86.00

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

		VEHICLE COST TOTAL:	$86.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description		COST
1			$0.0
		TOTAL SUPPLY COST:	$0.0

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

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection OF Suppl Cost:	$1,195.00

COMMENTS:

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

County: **COLUSA**

Fiscal Year: **2021-2022**

TRAPPING HOURS/YEAR WORKSHEET

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

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
EGBM												
KB												
GMMT												
TLM												
MF Suppl												
OF Suppl												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps/sites	x	serv/year*	=	serv/year/trap
EGBM	69	x	13.00	=	897
KB	95	x	26.00	=	2,470
GMMT	7	x	8.67	=	61
TLM	100	x	13.00	=	1,300
MF Suppl	34	x	2.17	=	74
OF Suppl	15	x	2.17	=	33
				Total:	4,835

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

	(A)	÷	(B)	=	(C)	x1.1(10%)	(D)
Other 1 TOTAL:	897	÷	4.00	=	224.25	x1.1(10%)	246.67
Other 2 TOTAL:	2,470	÷	8.00	=	308.75	x1.1(10%)	339.62
Other 3 TOTAL:	61	÷	3.00	=	20.33	x1.1(10%)	22.36
Other 4 TOTAL:	1,300	÷	4.00	=	325.00	x1.1(10%)	357.50
Other 5 TOTAL:	74	÷	4.00	=	18.50	x1.1(10%)	20.35
Other 6 TOTAL:	33	÷	4.00	=	8.25	x1.1(10%)	9.07

A = Servicings/year/trap - calculated electronically from cells H41 through H51. Formula may be edited to group traps.
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.

1/22/20
Form 66-223

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GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

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

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

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13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

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compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **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 State 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.

2. **Settlement of Disputes**
In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of $5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**
The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**
If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's

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obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right to Terminate**
The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause

.

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EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

All federal recipients are subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR 200), and other laws and regulations affecting federal assistance.

Federal Funding Accountability and Transparency Act

Upon selection of an award, Recipients of federal funds will need to comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA). This includes disclosing the names and total compensation of the five most highly compensated officers of the entity if:

1) The entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and
2) $25,000,000 or more in annual revenues from federal awards; and
3) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934.

System of Award Management

All entities applying for funding, including renewal funding, must have a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) Number. A DUNS Number is a unique, non-indicative nine-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. In addition to having a DUNS number, entities must be registered in the System for Award Management. All entities must register with SAM.gov. Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually.

Entities will be required to provide their organization's DUNS number before CDFA can enter into an agreement. The registration process can take a few weeks; therefore, entities are highly encouraged to begin the registration process now.

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

UNFAIR PRACTICES ACT

Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

CONFLICT OF INTEREST

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

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Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

LICENSE AND PERMIT REQUIREMENTS

The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CDFA a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

Licensed contractors must observe professional standards for quality work or the California Contractors State License Board will invoke disciplinary action.

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and CDFA Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the CDFA or the designated representative and the Contractor for joint resolution.

INSURANCE REQUIREMENTS

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

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1. General Provisions Applying to All Policies

A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

C. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

D. Primary clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

E. Insurance Carrier Required Rating – All insurance carriers must carry an AM Best rating of at least an A minus (A-) with a financial category rating of no lower than VII. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligation under the contract.

H. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.

I. Satisfying an SIR – All insurance required by this contract must allow the State to pay/and or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.

J. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's

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insurance to the State equal to policies, coverages and limits required of the Contractor.

2. Contractor Insurance Requirements

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

A. Commercial General Liability Insurance

Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

B. Automobile Liability

Contractor shall maintain business automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

The policy must be endorsed to name **The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this contract.**

C. Workers Compensation Insurance

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this contract. In addition, employer's liability limits of $1,000,000.00 are required. By signing the contract, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.

D. Self-Insurance

In lieu of maintaining commercial insurance coverage, Contractor may adopt alternative risk management programs, which the State of California determines to be reasonable and which shall not have a material adverse impact on reimbursement from thirty-party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, or to establish to participate in other alternative risk management programs.

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i. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

ii. Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

iii. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State.

MULTIPLE CONTRACTORS

The CDFA may undertake or award other contractors for additional work and the Contractor shall fully cooperate with other contractors and State employees.

SUBCONTRACTORS

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the CDFA prior to the subcontractor performing any work and the CDFA approves such substitution.

POTENTIAL SUBCONTRACTORS

Nothing contained in this agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to the subcontractor.

STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this agreement. Such personnel shall not be employees of or have any contractual relationship with any government entity.

The Contractor shall indemnify CDFA against any failure of Contractor to pay into funds providing rights under the Labor Code, Unemployment Insurance Code, and Industrial Welfare Commission Order, or failure to pay such amount into these funds as required by law.

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REPORTS

If this agreement is for the production of a report, pursuant to Government Code, Section 7550, Contractor will include the dollar amount and agreement number of all contracts relating to preparation of this report.

PRIORITY HIRING CONSIDERATIONS

The Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting Agreement to qualified recipients of and under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

FORCE MAJEURE

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, pandemic, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

AMERICAN DISABILITIES ACT

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

NATIONAL LABOR RELATIONS CERTIFICATION

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

AB 1887 AND TRAVEL

California Assembly Bill prohibits the use of state-funded or sponsored travel to any state that has enacted discriminatory laws or practices. The Attorney General maintains a current list of states that are subject to the travel prohibition on its website: https://oag/ca/gov/ab1887. Costs associated with travel to the states affected by this restriction are unallowable.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

Exhibit F

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,

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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.

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.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice 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.

Attachment: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

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: 20 22 Pest Det Agreement Exhibits (2) (6218 : 20-22 Exotic Pest Detection)

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed) County of Colusa	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

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

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

Attachment: 20 22 Pest Det CCC 4-2017 (6218 : 20-22 Exotic Pest Detection)

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

Attachment: 20 22 Pest Det CCC 4-2017 (6218 : 20-22 Exotic Pest Detection)

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

Attachment: 20 22 Pest Det CCC 4-2017 (6218 : 20-22 Exotic Pest Detection)

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Attachment: 20 22 Pest Det CCC 4-2017 (6218 : 20-22 Exotic Pest Detection)

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74 (Revised 01/10 for State Agencies)

Postconsumer-Content Certification

To be completed by the State agency	
State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 11 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Contractor/Company Name County of Colusa

Address 100 Sunrise Blvd., Colusa, CA 95932 **Phone** 530-458-0580

Purchase Order # **RFQ #** **RFP #** **IFB #** **Cal Card Order #**	**Item #**	**Product or Services Description**	**[1]Percent Postconsumer Recycled-Content Material**	**[2]SABRC Product Category Code**	**Meets SABRC**
		N/A			

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name Signature **Title** Date

(See footnotes on the back of this page.)

Attachment: 20 22 Pest Det CalRecycle074 (6218 : 20-22 Exotic Pest Detection)

FOOTNOTES:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computer TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (l))

Code	Product Categories	Product Examples ***Examples are inclusive but are not limited to the individual product.***	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridg after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer conte is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recappir process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.

For additional information, please visit www.calrecycle.ca.gov/BuyRecycled/StateAgency/

Attachment: 20 22 Pest Det CalRecycle074 (6218 : 20-22 Exotic Pest Detection)

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Ag Commissioner**
FROM:	**Dawn Brown**
SUBJECT:	**Asian Citrus Psyllid Winter Detection Trapping Contract for fiscal year 20/21.**

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

Detailed Description/Background of request

Under this proposed agreement with the California Department of Food and Agriculture, the County will be paid to provide services for placing and servicing traps for the detection of Asian Citrus Psyllid which is considered hazardous to the California Citrus industry. This Agreement includes delimitation work associated with the detection of one or more life stages of the Asian Citrus Psyllid in the county. Services shall be performed in and throughout the County of Colusa.

This contract was received by our office via email on 11/23/20.

Prior Commission Action

Approval of previous year's agreement.

Fiscal Impact/Funding Source

Colusa County may receive funds in the amount of $6,909.00 for services performed.

Action for the Clerk

Obtain signatures on one original signature page and return with Exhibit A (2 pages) to:

Carrie James
California Department of Food and Agriculture
Office of Grants Administration
1220 N Street, Room 120
Sacramento, CA 95814

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

ATTACHMENTS:

- 20 21 ACP (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.9/2020)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
20-0709-016-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: October 1, 2020 through April 30, 2021

3. The maximum amount of this Agreement is: $6,909.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by th 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	4 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
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 Name)*
COUNTY OF COLUSA

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	United States Department of Agriculture, Animal & Plant Health Inspection Service, Plant Protection & Quarantine
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	Plant & Animal Disease, Pest Control & Animal Care 10.025
Amount Awarded to CDFA:	$Pending
Effective Dates for CDFA:	October 1, 2020 through September 30, 2021
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:
The county shall place and service traps for the detection of the Asian Citrus Psyllid to prevent a major threat to the citrus industry in California. Food and Agricultural Code 403, 2276.5, and 2283.

Project Title: Asian Citrus Psyllid - Winter Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Amelia Hicks	Name:	Steve Hajik
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	COUNTY OF COLUSA
Address:	2800 Gateway Oaks Drives	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-704-5340	Phone:	530-458-0580
Email Address:	amelia.hicks@cdfa.ca.gov	Email Address:	steven.hajik@lakecountyca.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Preetika Pratap	Name:	M. Anastacia Allen
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	County of Colusa
Address:	2800 Gateway Oaks Drives	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Colusa, CA 95932
Phone:	916-403-6630	Phone:	530-458-0580
Email Address:	preetika.pratap@cdfa.ca.gov	Email Address:	mallen@countyofcolusa.com

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

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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 individua in research techniques where such activities utilize the same facilities as other R&D activities and where such activiti 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.

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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 performe prior to the commencement date or completed after the termination date of this Agreement.

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

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

4. **State and Federal Law**
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, ar ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complyir with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

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

6. **Performance and Assurances**
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in th Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisior of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**
Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligе acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. **Property Damage**
Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losse

9. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agre that all other provisions of this Agreement have force and effect and will not be affected thereby.

10. **Contractors/Consultants**
The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officer employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independe obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicab State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the prop licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control enable it to fulfill its responsibilities under this Agreement.

11. **Non-Discrimination Clause**
During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allo harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestr religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family ca leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants f employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisior of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulatior promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference

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and made a part hereof as if set forth in full. Recipient and its Contractors 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 und 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 (employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the servic rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and u 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 disput the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calend days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calend days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for t purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at lea thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nulli obligations already incurred prior to the date of termination. In the event of Termination for Convenience of th Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient a of the date of termination.

15. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, eac party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cure within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented cos incurred up to the date of termination, including all non-cancellable obligations.

16. Force Majeure

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

17. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach ma be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDF Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

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

18. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calend days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breac If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the followin

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordanc with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all c any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

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Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipie agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, a costs.

19. **Publicity and Acknowledgement**
The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by th Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDF logo.

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

21. **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 Administrati Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work ar Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepte and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDF will respond in writing as to whether the proposed changes are accepted.

22. **Reporting Requirements**
The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedure Manual, if applicable.

23. **Equipment**
Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable 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 fin invoice and final report, and resolution of any performance or compliance issues.

25. **Confidential and Public Records**
The Recipient and CDFA understand that each party may come into possession of information and/or data which ma be deemed confidential or proprietary by the person or organization furnishing the information or data. Such informatic or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has th sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, shall maintain such information as confidential and notify the Recipient 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 CDF Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation dat Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. N amendments are possible if the Agreement is expired.

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27. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articl in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activiti directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authoritie codes and sections under which cooperation will be met, including data sharing responsibilities, limitations ar confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified in law 7 USC §8791).

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EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

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

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

   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must b submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in whi activities under this Agreement were performed.

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

2. **Allowable Expenses and Fiscal Documentation**
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determinatic of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequa according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

   B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by th United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate 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 are those established by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.

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

   E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentatic pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion 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 Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

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 canc this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

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EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of a Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 20 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizatior will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to the organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable feder 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 91-19(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 Zon 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 A(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 amende (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 Workplac 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 Fund to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

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 an 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.

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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 Ac 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, a 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 erroneou when made or has become erroneous by reason of changed circumstances and must require recipients of lower-ti covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 ar 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 Microbiologic 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 40 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made ar used in a manner to promote free competition and enterprise without unduly encumbering future research an discovery.
2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal fund 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; an
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 fund provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license t reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so i cooperation with other public agencies.

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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 301-10.131 301-10.143.

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, ar policies governing this program.

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SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID (ACP) WINTER DETECTION TRAPPING

Section 1

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

A. Provide all yellow panel traps, trap parts, and handouts.

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

C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian citrus psyllid (ACP) Winter Trapping Guidelines FY 2020-2021 (ACPWTG). The current version of the ACPWTG is included with this Agreement and the ITG is available from the Citrus Division District Manager.

D. Provide annual training programs for county trapping supervisors.

E. Provide training to trappers as needed.

F. Conduct quality control (QC) inspections of the county trapping program.

G. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Program Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available at http://www.cdfa.ca.gov/plant/peir.

Section 2

The County Agricultural Commissioner shall:

A. Hire and train personnel.

B. Provide and maintain trapping vehicles.

1. Purchase supplies such as zip lock bags, sharpie markers, paper clips, etc.

2. Procure shipping supplies including boxes.

C. Ensure that supervisors attend training provided by the CDFA State Entomologist, Dr. Beucke (kyle.beucke@cdfa.ca.gov) and/or the Citrus Division District Manager.

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D. Ensure that all trapping activities conform to the current version of the ITG and the ACPWTG, except as noted below.

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

2. Should there be a discrepancy between the ITG and the Scope of Work or ACPWTG, the Scope of Work or ACPWTG shall supersede the ITG.

E. Place and service the specified number of each trap type as indicated on the Trapping Hours/Year Worksheet (THYW) (Form 66-223).

F. Place traps at the beginning of the season, start date of November 1, 2020. Remove traps at the last servicing for the season, April 30, 2021, except traps that will be used for glassy-winged sharpshooter detection starting in May 2021.

G. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and Geographic Information System layers based on the STG are available at http://maps.cdfa.ca.gov/TrapBooks.

1. The naming convention for the STG 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 EV241-18-ACP1 is in grid EV241, subgrid 18, trap type is ACP, and it is designated as number "1" ACP trap within that subgrid.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement and servicing dates, as appropriate. The following information must be indicated on each ACP trap:

   a. Complete trap number, placement date, and trapper's initials on the reverse side of the trap when placing; note any additional servicing dates on outside non-sticky margins.

H. Ensure that Global Positioning System (GPS) coordinates are recorded for all trap sites using North American Datum of 1983 (NAD83) in decimal degrees to 6 decimal points (e.g., 34.423301, –119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps when they are relocated.

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I. Ensure that all ACP detection traps are serviced monthly, and all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPWTG for guidance), from November 1, 2020 through April 30, 2021, unless determined otherwise by the Citrus Division District Manager.

J. Ensure that all traps removed from the field are sent to the CDFA Screening Facility located in Visalia, California as detailed in the ACPWTG.

CDFA Screening Facility
345 E. Tulare Street, Suite M
Visalia, CA 93277
Attention: Elizabeth Zavala
Phone: 559-636-7410

K. Participate in new delimitation activities if requested to do so by the CDFA.

L. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A partially completed Attachment 1 - Tiering Strategy Checklist (Checklist) template is included with this Agreement and is available from the Citrus Division District Manager. A blank Checklist and 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 Checklist prior to conducting trapping activities and submit the Checklist with the Agreement. When the Agreement ends, a copy of the Checklist is to be signed and dated by the Project Leader and emailed to the Citrus Division County Contracts Coordinator, currently Preetika Pratap(preetika.pratap@cdfa.ca.gov), to signify that the PEIR requirements were implemented.

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

N. Complete the Monthly Detection Activity Report Form (formerly the Pest Detection Report Number One (Form 66-035), 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

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count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice. This form is available from the Citrus Division District Manager.

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

P. Maintain an inventory of known host sites. 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. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

Q. Maintain county wall maps with numbered square mile grids based upon the STG, depicting the density of all currently deployed traps.

R. Allow state detection personnel and/or federal officers to perform QC inspections on all ACP trap lines with a 48-hour notice.

S. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.

T. Submit suspect ACP samples to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California via the most expeditious method, not later than 24-hours after the initial identification. See **Submitting Specimens for Identification** in the ACPWTG.

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832
Phone: 916-262-1100

U. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).

V. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for such traps.

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W. Submit invoices along with the Monthly Detection Activity Report Form monthly by postal mail or e-mail to the Citrus Division County Contracts Coordinator:

Preetika Pratap
CDFA, Citrus Division
1220 N Street
Sacramento, CA 95814
preetika.pratap@cdfa.ca.gov

1. Submit monthly invoices and corresponding Monthly Detection Activity Report Form no later than (30 days) past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Monthly Detection Activity Report Form is submitted with the invoice.

2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed and will be returned to the county for re-submission.

3. Only authorized charges matching the Financial Plan will be reimbursed; for example, salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

4. A sample invoice is included with this Agreement and is available from the Citrus Division District Manager. The county may use this form or submit their own invoice, but the invoice must contain the following:

   a. County name
   b. Remit to address
   c. Date of submittal
   d. Invoice number
   e. Agreement name
   f. Agreement number
   g. Billing period
   h. Allowable itemized charges as listed on the Financial Plan:
      i. Employee salaries. The following information must be included in the invoice: employee name (or other unique identifying number), classification, hours worked on the ACP detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Monthly Detection Activity Report Form. Invoices received without an accurate Monthly Detection Activity Report Form will not be paid.

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

ii. Vehicle expenses. The following information must be included in the invoices: vehicle license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.

5. Payment of the invoice is contingent upon submission of the Monthly Detection Activity Report Form, and compliance with the required information as listed in items three and four above.

6. All invoices, including any invoice amendments, must be received within (30 days) of the expiration date of the Agreement. Invoices received more than (30 days) after expiration of the Agreement will not be paid.

7. All invoices without a signature block must be submitted as either an Excel or PDF file. If submitting via PDF, the file must be clear and legible without any dark highlights. Invoices that are illegible will not be paid. All illegible invoices will be returned to the county for re-submission.

   a. Invoices with a signature block must be signed and the original mailed to the Citrus Division County Contracts Coordinator, as listed in item X.

8. Payment will be made monthly, in arrears, upon receipt of the Monthly Detection Activity Report Form and approval of the invoice.

9. Please note that CDFA cannot reimburse for more than the total Agreement amount.

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

Asian Citrus Psyllid Winter Trapping Guidelines (ACPWTG)
Fiscal Years 2020-2021

1. Trapping Season - Begins no earlier than November 1, 2020 and ends no later than April 30, 2021, unless otherwise provided by the Program.

2. Trapping Locations

   a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions.
   b. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the CDFA Citrus Division District Manager prior to placement of these traps for approval.
   c. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the Citrus Division District Manager.

3. Trap Density - Traps shall be placed at the following densities: For detection traps, the Citrus Division District Manager will provide the appropriate number for each county within the ranges noted below.

   a. Detection traps placed at five to 16 traps per square mile.
   b. Delimitation traps placed at 50 traps per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
   c. Commercial traps placed at one trap per 40 acres.

4. Inspection Frequency (see item 14 below for screening procedure).
   a. Detection Trapping – inspect and remove traps monthly for screening.
   b. Delimitation Trapping – inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
   c. Commercial Trapping – inspect and remove traps every two weeks for screening.

5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.

6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.

7. Hosts - Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**

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8. Trap Numbering

   a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type (ACP) and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
   b. Write the trap number, date of deployment, and trapper's initials on an interior non-sticky side of the trap body. It is easiest to do this before the trap is opened for deployment. Note any additional servicing dates on outside non-sticky margins.

9. Trap Assembly - Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).

10. Trap Placement and Global Positioning System (GPS)

    a. Follow the parameters for ACP trap placement in the ITG.
    b. All sites trapped must be GPS'd using North American Datum of 1983 (NAD83) in decimal degrees to 6 decimal points (e.g., 34.423301, –119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS reading on the trap data card. New GPS points must be recorded when traps are relocated.

11. Trap Relocation - Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

    a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.
    b. When relocating, always use a new trap. Submit all removed traps to a qualified county screener or the CDFA Screening Facility (see item 14 below for screening procedure). GPS the new site and document the new GPS coordinates on the trap card.

12. Trap Replacement

    a. Replace traps monthly or with each relocation.
    b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

13. Screening of Traps - **All traps removed from the field must be screened for ACP before being discarded.**

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a. CDFA maintains a screening facility in Visalia, California (address below). Shipment costs for sending traps will be reimbursed by CDFA.
b. Boxes sent to Visalia must have the county written on the outside of the box to allow the screening facility to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
c. Visalia Screening Facility address and contact information:

CDFA Screening Facility
345 E. Tulare Street, Suite M
Visalia, CA 93277
Attention: Elizabeth Zavala
Phone: 559-636-7410

d. Alternately, counties may elect to have a qualified county staff member perform the screening, with pre-approval from the CDFA Citrus Division District Manager.

14. Submitting Specimens for Identification

a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
b. Immediately contact the CDFA Citrus Division District Manager.
c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Center (PPDC) in Sacramento, California as efficiently and quickly as possible, but no longer that 24-hours.

Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832
Phone: 916-262-1100

d. If the suspect insect is alive on the trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!
e. All suspect specimens should be submitted along with Form 65-020, the e-PDR. The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons submitting this form will need a username and a password.
f. Notify the Citrus Division District Manager and the State Entomologist, Dr. Beucke at kyle.beucke@cdfa.ca.gov prior to sending the suspect specimens. CDFA will notify the PPDC of when to expect the specimen, the e-PDR number, and instructions on testing, if applicable.

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

Attachment 1 - Tiering Strategy Checklist

Start Date:	October 1, 2020
Project Leader:	
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of Colusa County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

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: 20 21 ACP (6257 : 20/21 ACP Agreement)

	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: 20 21 ACP (6257 : 20/21 ACP Agreement)

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:	
Signature*:	
End Date:	September 30, 2021

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

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

California Department of Food and Agriculture
Citrus Pest and Disease Prevention Division

Monthly Detection Activity Report

County	Month	Year

Activity	Number	Hours
Yellow Panel Traps - Detection		
Placed		
Serviced		
Relocated		
Removed		
Total Detection Traps in Operation	0	
Detection Trapping Hours		
Placed		
Serviced		
Relocated		
Removed		
Total Grove Traps in Operation	0	
Grove Trapping Hours		
Yellow Panel Traps - Delimitation		
Placed		
Serviced		
Relocated		
Removed		
Total Delimitation Traps in Operation	0	
Delimitation Trapping Hours		
Public		
Contact		
Miscellaneous		
Miles		
Admin Support		
Reporting		
Training		
Miscellaneous Hours		0

Trap Commitment Number		
Total Traps Operation	**0**	
Total Miles Driven	**0**	
Total Month Hours		**0**

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

State of California
Department of Food and Agriculture
Citrus Pest and Disease Prevention Division

County: COLUSA

Fiscal Year: 2020-21

TRAPPING HOURS/YEAR WORKSHEET

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

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
ACP												

weekly servicings biweekly servicings monthly servicings (place or remove)

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
ACP	50	x	6.00	=	300
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
				Total:	300

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66 223A.

ACP TOTAL:	300 (A)	÷	5.00 (B)	=	60.00 (C)	x 1.1 (10%)	66.00 (D)

A = Servicings/year/trap - calculated electronically.
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.

10/1/19
Form 66-223

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

COUNTY DEPARTMENT OF AGRICULTURE
FY 2020-21 Asian Citrus Psyllid Winter Trapping

INVOICE 10/2019

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

Invoice Number:
Date:
Agreement Number:
Billing Period:

A. PERSONNEL

SALARY - Detection Trappers

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

BENEFITS

	BENEFIT RATE %	SALARY	BENEFIT COST
1	64.0000%	$0.00	$0.00
2	51.0000%	$0.00	$0.00
3	0.0000%	$0.00	$0.00
4	0.0000%	$0.00	$0.00
5	0.0000%	$0.00	$0.00
6	0.0000%	$0.00	$0.00
7	0.0000%	$0.00	$0.00
8	0.0000%	$0.00	$0.00
9	0.0000%	$0.00	$0.00
10	0.0000%	$0.00	$0.00
11	0.0000%	$0.00	$0.00
12	0.0000%	$0.00	$0.00
13	0.0000%	$0.00	$0.00
14	0.0000%	$0.00	$0.00
15	0.0000%	$0.00	$0.00
		BENEFIT SUBTOTAL:	$0.00

SALARY - Non-Detection

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	COST
1			0.50	$0.00	$0.00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0.00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0.00
8			0.00	$0.00	$0.00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0.00
11			0.00	$0.00	$0.00
12			0.00	$0.00	$0.00
13			0.00	$0.00	$0.00
14			0.00	$0.00	$0.00
15			0.00	$0.00	$0.00
				SALARY SUBTOTAL:	$0.00

BENEFITS

	BENEFIT RATE %	SALARY	BENEFIT COST
1	44.0000%	$0.00	$0.00
2	67.0000%	$0.00	$0.00
3	0.0000%	$0.00	$0.00
4	0.0000%	$0.00	$0.00
5	0.0000%	$0.00	$0.00
6	0.0000%	$0.00	$0.00
7	0.0000%	$0.00	$0.00
8	0.0000%	$0.00	$0.00
9	0.0000%	$0.00	$0.00
10	0.0000%	$0.00	$0.00
11	0.0000%	$0.00	$0.00
12	0.0000%	$0.00	$0.00
13	0.0000%	$0.00	$0.00
14	0.0000%	$0.00	$0.00
15	0.0000%	$0.00	$0.00
		BENEFIT SUBTOTAL:	$0.00

SALARIES	BENEFITS	OVERHEAD COST*

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25 % Overhead (Not to exceed 25%)	$0.00	$0.00	$0.00
		TOTAL PERSONNEL COST:	$0.00

B. SUPPLIES (Itemized such as: trapping poles, office supplies, etc.)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

C. SUBCONTRACTOR TITLE

		HOURLY RATE	HOURS	COST
1				$0.00
2				$0.00
3				$0.00
4				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

LICENSE #	OWNED BY (County or State)	MILEAGE PER MONTH	RATE*	COST
		0.00	$0.580	$0.00
		0.00	$0.580	$0.00
		0.00	$0.580	$0.00
		0.00	$0.580	$0.00
		0.00	$0.580	$0.00
		0.00	$0.580	$0.00
		0.00	$0.580	$0.00
		0.00	$0.580	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
			STATE/COUNTY VEHICLE SUBTOTAL:	$0.00

* Mileage rates: County vehicle = Not to exceed $0.58 per mile. Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = $0.285 per mile.

LICENSE #	LEASED	LEASE RATE	MILEAGE PER MONTH	RATE*	COST
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
				LEASED VEHICLE SUBTOTAL:	$0.00
				TOTAL TRANSPORTATION COST:	$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

TOTAL MONTHLY INVOICE:	$0.00

COMMENTS:

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

COLUSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Asian Citrus Psyllid (ACP) Winter Trapping Financial Plan

10/

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

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	10.00	6.50	65
2					0
3					0
4					0
5					0
				Subtotal:	65.

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	65.00	$1,715.
2					$0.
3					$0.
4					$0.
5					$0.
				Subtotal:	$1,715.

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Biologist	80.3800%	$1,715.00	$1,378.
2					$0.
3					$0.
4					$0.
5					$0.
				Subtotal:	$1,378.
				DETECTION STAFF SUBTOTAL:	$3,093.

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Tyler Martin	Agricultural Biologist	4.00	6.00	24.
2	Anastacia Allen	Assitant Agricultural Commissioner	1.00	6.00	6.
3	Dawn Brown	Account Clerk	1.00	6.00	6.
4	Maisha Bullock	Fiscal Administrative Officer	0.50	6.00	3.
5					0.
				Subtotal:	39.(

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Tyler Martin	Agricultural Biologist	$26.39	24.00	$633.(
2	Anastacia Allen	Assitant Agricultural Commissioner	$46.42	6.00	$279.(
3	Dawn Brown	Account Clerk	$26.92	6.00	$162.(
4	Maisha Bullock	Fiscal Administrative Officer	$35.61	3.00	$107.(
5					$0.(
				Subtotal:	$1,181.(

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Tyler Martin	Agricultural Bioligist	80.3800%	$633.00	$508.8
2	Anastacia Allen	Assistant Agricultural Commission	50.7300%	$279.00	$141.5
3	Dawn Brown	Account Clerk	54.8500%	$162.00	$88.8
4	Maisha Bullock	Fiscal Administrative Officer	81.1700%	$107.00	$86.8
5					$0.(
				Subtotal:	$826.(
				NON-DETECTION STAFF SUBTOTAL:	$2,007.(

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$2,896.00	$2,204.57	$1,275.0
		TOTAL PERSONNEL COST :	$6,375.5

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COS
1	Office Supplies	$25.(
2		$0.(
3		$0.00

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

4		$0
	TOTAL SUPPLY COST:	$25

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	CO
1				$0.
2				$0.
3				$0.
4				$0.
		TOTAL SUBCONTRACTOR COST:		$0

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
1.00	6.00	120.00	$0.580	$418.

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.285	$0.

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	$0.285	$0.

VEHICLE COST TOTAL: $418.

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	CO
1	Packaging and Shipping	$90.
2		$0.
3		$0.
4		$0.
	TOTAL SUPPLY COST:	$90.

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
* Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2020-21 ACP Winter Trapping Cost:	$6,909.0

COMMENTS:

Attachment: 20 21 ACP (6257 : 20/21 ACP Agreement)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Behavioral Health**

FROM: **Debbie Hickel**

SUBJECT: **Approve Business Associate Agreement**

Approve a Business Associate Agreement with **Gary Bess Associates, Inc.**

Detailed Description/Background of request

Behavioral Health is requesting that the County enter into a Business Associate Agreement (BAA) with Gary Bess Associates, Inc., (GBA) who has a current contract with Glenn County Community Action (GCCA) for professional services.

GCCA has been awarded a Funding Round 1/Track One $50,000 Low Indigent Care Needs Planning Grant (LICN). (GCCA is the lead applicant for the grant which will benefit Glenn and Colusa counties).

This grant seeks to expand the delivery of locally indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health and associated support services for CMSP counties. The principal goals of the Program are to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations; link these populations to either community resources and support; and improve overall health outcomes for these target populations. The LICN Program will be implemented through two (2) separate program tracks and four (4) separate funding rounds.

With these Funding Round 1/Track One grant monies, GCCA has entered into an agreement with GBA to complete a comprehensive needs assessment among other activities. In order to complete this, sensitive data must be shared between GBA and the County of Colusa, through its Behavioral Health Department, which brings the need to have a BAA in place. The BAA is a written arrangement that specifies each party's responsibilities when it comes to personal health information.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please obtain signatures and mail two copies to:

Kendall Wilson
Colusa-Glenn-Trinity Community Action Partnership
Glenn County Community Action Department
125 E. Walker Street
Orland, CA, 95963

ATTACHMENTS:

- Business Associate Agreement with Gary Bess Associates, Inc (DOCX)
- CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (PDF)
- Colusa County LICN Planning Grant-Summary for distribution (DOCX)

BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") dated as of this 5th day of January, 2021 by and between County of Colusa, through its Department of Behavioral Health (DBH), a public agency, with a primary office at 162 Carson St A, Colusa, CA 95932 ("Covered Entity") and Gary Bess Associates (GBA), Inc., with a primary office at 2205 Meadow Creek Road, Lincoln, CA 95648 ("Business Associates").

RECITALS

WHEREAS, GBA will provide its services to Glenn County, through its Community Action Department, as the Lead Applicant for the Colusa County CMSP (County Medical Services Program) LICN (Local Indigent Care Needs) Planning Grant;

WHEREAS, Glenn County, through its Community Action Department, has entered into a Business Agreement with GBA for services completed for the Colusa County CMSP LICN Planning Grant;

WHEREAS, GBA may, in working with Glenn County, inadvertently access or obtain Protected Health Information from Covered Entity in the course of providing their services.

Now, THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

I. Definitions

Except as otherwise defined herein, any and all terms used in this Agreement shall have the same meaning as those terms in the Privacy Rule. As used in this Agreement, the following terms shall have the following meanings:

(a) "Agreement" shall mean the Health Insurance Portability and Accountability Act Business Associate Contract Provisions constituting this Agreement.

(b) "Breach" shall have the meaning given to such term under the HITECH Act, 42 U.S.C §17921.

(c) "Business Associates" shall mean both DBH and GBA with each a "Business Associate."

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

(d) "Covered Entity" shall mean the practice whose name is first set forth above or its Health Care Component(s) (as defined in 45 CFR §164.103) as applicable.

(e) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191, and the regulations promulgated thereunder, as they may be amended. It includes the obligations under the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and its related regulations. (the "HITECH Act").

(f) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(g) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A, C and E.

(h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103 and §164.01, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes Electronic Protected Health Information.

(i) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(k) 'Security Rule" shall mean those requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, 164.314, and 164.316.

(l) "Services Contracts" shall mean either the Membership Agreement, or the Participation Agreement, or both depending on which ones are indicated in the Recitals.

II. Obligations and Activities of Business Associate

(a) Permitted Uses: Business Associates agree not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

(b) Appropriate Safeguards: Business Associates agree to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. This includes but is not limited to, administrative physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the protected information in accordance with the Security Rule.

(c) Reporting: Business Associates agree to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware as soon as reasonably practicable, regardless of whether it rises to a level of a breach. In no case can this reporting be later than 60 calendar days after discovery.

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

(d) Mitigation: Business Associates agree to mitigate, to the extent practicable, any harmful effect that is known to a Business Associate of a use or disclosure of Protected Health Information by a Business Associate in violation of the requirements of this Agreement.

(e) Business Associate Agents: Business Associates agree to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by a Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to a Business Associate with respect to such information.

(f) Designated Record Sets: Business Associates agree to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524, if a Business Associate has Protected Health Information in a Designated Record Set.

(g) Amendment of PHI: Business Associates agree to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity, if a Business Associate has Protected Health Information in a Designated Record Set.

(h) Government Access to Records: Business Associates agree to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by a Business Associate on behalf of, Covered Entity available to the Covered Entity, and to the Secretary, in the time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Documentation of Disclosures: Business Associates agree to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Accounting of Disclosures: Business Associates agree to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with paragraph (i) of this Section II of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(k) Security: Business Associates agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(l) Safeguards of agents: Business Associates agree to ensure that any agent, including a subcontractor, to which it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such Protected Health Information.

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

(m) Reporting: Business Associates agree to report to the Covered Entity any security incident of which a Business Associate becomes aware as soon as reasonably practicable.

III. Permitted Uses and Disclosures by Business Associate

(a) Use and Disclosures: Except as otherwise limited in this Agreement, Business Associates may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Stated purpose for use and disclosure: Except as otherwise limited in this Agreement, Business Associates may use and disclose PHI to perform their obligations under the Services Contracts, and the Business Associates are permitted to disclose Protected Health Information received from the Covered Entity for purposes of payment and health care operations.

(c) Management and Administration of Business Associate: Except as otherwise limited in this Agreement, Business Associates may use Protected Health Information for the proper management and administration of the Business Associates or to carry out the legal responsibilities of the Business Associates.

(d) Except as otherwise limited in this Agreement, Business Associates may disclose Protected Health Information for the proper management and administration of the Business Associates, provided that disclosures are Required by Law, or Business Associates obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associates of any instances of which it is aware in which the confidentiality of the information has been breached.

(e) Data Aggregation: Except as otherwise limited in this Agreement, Business Associates may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(f) Violations of law: Business Associates may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associates of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect a Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associates of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect a Business Associate's use or disclosure of Protected Health Information.

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

(c) Covered Entity shall notify Business Associates of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect a Business Associate's use or disclosure of Protected Health Information.

(d) Covered Entity shall use reasonable and appropriate safeguards to maintain and ensure the confidentiality, privacy and security of the Protected Health Information transmitted to or received from the Business Associates.

V. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associates to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Nothing in this Section V shall be construed to affect or limit a Business Associate's right to use or disclose Protected Health Information as provided in paragraphs (b), (c), and (d) of Section III of this Agreement.

VI. Reporting and Mitigating Unauthorized Uses and Disclosures of PHI.

Immediately upon notice to Contractor, Contractor shall report to Company any uses or disclosures of PHI not authorized by this Agreement. Contractor shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement. Further, in the notice provided to Company by Contractor regarding unauthorized uses and/or disclosures of PHI, Contractor shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI. In the event there is a breach of PHI, these guidelines/regulations from CMS must be initiated and the Company must be notified immediately by the Business Associate, but no later than 30 days after the first date the breach is discovered:

Written notification shall be provided in concise, conspicuous, plain language that includes the following elements:

- A brief description of what happened, including the date(s) of the breach and of its discovery;
- To the extent possible, a description of the types of personal information involved in the breach (e.g., full name, social security number, date of birth, home address, account number, disability code, etc.);
- A statement whether the information was encrypted or protected by other means, when determined such information would be beneficial and would not compromise system security.
- What steps individuals should take to protect themselves from potential harm, if any;
- What Contractor is doing if anything, to investigate the breach, to mitigate losses, and to protect against any further breaches;

And

- Who affected individuals should contact for more information, including a toll-free telephone number, e-mail address, and postal address.

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

- The **Privacy Officer** will contact the business associate and determine whether a contractual provision has been violated.
- If a contract provision has been violated, the **Privacy Officer,** will identify steps to be taken by the business associate that will enable it to comply with the contractual obligation.
- The **Privacy Officer** will review the corrective action steps with the business associate and determine whether those steps or other measures suggested by the business associate will correct the violation. If an agreement can be reached, the corrective measures will be summarized in writing and sent to the business associate.
- The **Privacy Officer** will monitor the implementation of the corrective action measures by periodically contacting the business associate. The **Privacy Officer** may discontinue monitoring the contract after receiving adequate assurances that the corrective measures have been implemented and that the contract provisions will be complied with in the future.

If it is not possible to develop an acceptable corrective action plan, the privacy Officer should implement the procedures established in policy P-1430 to terminate the contract.

VII. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the Effective Date and shall terminate upon the termination of either of the Service Contracts after which time all of the Protected Health Information provided by Covered Entity to the Business Associates, or created or received by Business Associates on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, the protections are extended indefinitely to such Protected Health Information.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by a Business Associate of any of the terms and conditions of this Agreement, Covered Entity shall either:

(1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement to which this is an Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement with relation to a Business Associate if that Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, if this Agreement is terminated for any reason, a Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of either Business Associate. Business Associates shall retain no copies of the Protected Health Information.

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

(2) In the event that a Business Associate determines that returning or destroying the Protected Health Information is infeasible, that Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon receipt by Covered Entity of such notification that return or destruction of Protected Health Information is infeasible, that Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as that Business Associate maintains such Protected Health Information.

(3) If this Agreement is terminated as to one Business Associate and not the other, the Agreement shall remain in full effect with regards to the remaining Business Associate.

VIII. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and all subsequent laws and regulations bearing on the subject matter of this Agreement.

(d) Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Section VI(c), Section VII(a) and (f), and Section II (solely with respect to Protected Health Information that Business Associate retains in accordance with Section VI(c) where it is not feasible to return or destroy such Protected Health Information), shall survive the expiration or termination of this Agreement.

(e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and Security Rule.

(f) No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(g) This Agreement may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
County of Colusa	Gary Bess Associates
By:	By:
Name:	Name: Gary Bess
Title: Board Chair	Title: Principal

Attachment: Business Associate Agreement with Gary Bess Associates, Inc (6235 : Business Associate Agreement)

LICN-008

AGREEMENT FOR

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

LOCAL INDIGENT CARE NEEDS PLANNING PROJECT GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD ("Board")

and

GLENN COUNTY COMMUNITY ACTION DEPARTMENT

("Grantee")

Effective as of:
July 1, 2020

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

LICN-008

AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM
LOCAL INDIGENT CARE NEEDS GRANT PROGRAM

FUNDING PLANNING PROJECT GRANT

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the Local Indigent Care Needs Grant Program (the "Grant Program") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the CMSP Local Indigent Care Needs Grant Program in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice and reports as required in this Agreement from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future CMSP Local Indigent Care Needs Grant Program or services provided outside the scope of the Grant Program.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than ten percent (10%) of the total Project expenditures may be used to fund Grantee's administrative and/overhead expenses directly attributed to the Project. In addition, Grantee shall comply with the terms of Exhibit E Use of Grant Funds attached hereto. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project.

E. Matching Funds and In Kind Match. The Grantee is not required to provide dedicated matching funds; however, the Grantee is required to provide an in kind match of a minimum of ten percent (10%) of the Grant Funds as a means of demonstrating the commitment of the Grantee and participating (partnering) agencies to implement the strategies and/or services being developed with the Grant Funds. Such in kind match (or alternatively, matching fund of a minimum of ten percent (10%) of the Grant Funds) may be provided solely by the Grantee or through a combination of funding sources; provided, however such matching funds shall not originate from any CMSP funding source such as a Health Systems Development Grant or Wellness and Prevention Pilot Project.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This Section 4 shall survive the termination or expiration of this Agreement.

5. Board Consent Required for Purchase of Specified Personal Property. If Grantee's Application anticipates the purchase of any personal property valued in excess of $5,000 with Grant Funds, including but not limited to computers, software, equipment or vehicles ("Specified Personal Property"), then Grantee must obtain the Board's prior written consent for any such purchase. Grantee shall make such request for the Board's consent pursuant to a form and manner as determined by the Board.

6. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

7. Technical Assistance Consultant: The Grantee shall participate in technical assistance programs and collaborate with the Technical Assistance Consultant as hired by the Board ("Technical Assistance Consultant") as requested. At a minimum, Grantee is required to

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

participate in one or more interviews with the Technical Assistance Consultant, have a minimum of one (1) representative participate in Quarterly Technical Assistance Conference Calls and/or Webinars and host the Technical Assistance Consultant at least one (1) site visit at the earliest coordination in the beginning of the Grant. Additional site visit(s) and technical assistance services will be coordinated as needed to advance the planning efforts of the Grantee.

8. Record Retention. Grantee shall maintain and provide the Board with reasonable access to such records for a period of at least four (4) years from the date of expiration of this Agreement.

9. Audits. The Board may conduct such audits as necessary to verify Grantee's compliance with the terms of this Agreement. Such audit rights shall include auditing 100% of expenditure of Grant Funds and such information and documents as necessary to verify use of Grant Funds and Grantee's performance of the Project in accordance with the terms of this Agreement Grantee shall cooperate fully with the Board, its agents and contractors in connection with any audit and provide information to the Board, its agents and contractors in a timely manner.

10. Reporting.

A. Notification of Project Changes. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (1) the Project plan; (2) the target population; (3) the structure and process for completing grant activities as outlined in the Application as set forth in Exhibit C; (4) the roles and responsibilities of all participating (partnering) agencies; (5) services provided; (6) key Grantee personnel; (7) the budget; and (8) timelines.

B. Interim Report. Grantee shall submit one (1) interim report to the Board using the Interim Report Form. Each report should: (1) clearly define the target population and its needs, (2) demonstrate progress toward answering questions posed in the Grantee's submitted application, (3) demonstrate progress toward meeting Project's identified goals (4) identify challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compare Project progress to the Application, Planning Work Plan as set forth in Exhibit C; (6) provide an update on any Project staff changes or added responsibilities, (7) describe the Grantee's experience utilizing Technical Assistance, (8) describe changes in key partnerships, and (9) provide an overall impact on target population so far and any significant success stories. The interim report shall be due to the Board on January 30, 2021.

C. Interim Expenditure Report. Grantee shall submit one (1) interim expenditure report to the Board using the Interim Expenditure Report Template. Each interim expenditure report should: (1) compare budget expenditures to actual expenditures for the reporting period, (2) detail total grant funds received and expended to date; and (3) detail any proposed budget modifications for the remaining project period. The interim expenditure report shall be due to the Board on January 30, 2021.

D. Final Report. Grantee shall submit a final report to the Board using Final Report Template by July 31, 2021, that: (1) clearly defines the target population and their needs, (2) provide answers to each of the questions posed in the Grantee's submitted application, (3)

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

provide measurable outcomes to the identified Project goals (4) identify challenges and barriers to meeting Project goals encountered during the prior six (6) months; (5) compare Project progress to the Application, Planning Work Plan as set forth in Exhibit C; (6) provide an update on any Project staff changes or added responsibilities, (7) describe the Grantee's experience utilizing Technical Assistance, (8) describe any key partnerships changes, and (9) define the overall impact the Project has had on the target population and any significant success stories.

E. Non-Compliance with Reporting Requirements. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth in this Agreement and in the RFP.

11. Term. The term of this Agreement shall be from July 1, 2020, to September 28, 2021, unless otherwise extended in writing by mutual consent of the parties.

12. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in Sections 1, 2.B, 2.D, 2.E, 4, 5, 6, 7, 8, 9 and 10. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

13. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

14. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

15. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

16. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

17. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first–class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at

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the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

18. Amendment. All amendments must be agreed to in writing by Board and Grantee.

19. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

20. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective: July 1, 2020

BOARD:

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

By: _____
Kari Brownstein, Administrative Officer

Date: _____

GRANTEE:

GLENN COUNTY COMMUNITY ACTION DEPARTMENT

By: _____
Title: Christine Zoppi, Executive Director

Date: 7-30-20

Approved as to Form:

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

Approved:

Scott H. DeMoss
Scott H. DeMoss, County Administrative Officer
Glenn County, California

Humberto Medina, Department of Finance
Humberto Medina, Department of Finance
Glenn County, California

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LICN-008

EXHIBIT A

GRANTEE: Glenn County Community Action Department

GRANTEE'S PARTNERS UNDER CONTRACT[1]

_____

_____

_____

GRANT FUNDS:

Total Amount To Be Paid under Agreement: $50,000.00

If the Project warrants a change in payment schedule, the payment schedule may be modified by the Board provided Grantee has submitted any required expenditure reports.

1. Amount to Be Paid Upon Execution of This Agreement (40%): $20,000.00

2. Amount To Be Paid Within 30 Days Following Receipt of Invoice, First Interim Report and Interim Expenditure Report (anticipated to be 01/30/2021) (50%): $25,000.00

3. Amount To Be Paid Within 30 Days Following Receipt of Invoice, the Final Report and Final Expenditure Report (anticipated to be 07/31/2021) (10%): $5,000.00

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

_____

_____

_____

_____

_____

If Funds will be Used to Purchase Specified Personal Property, List Specified Personal Property to be Purchased and Date of Consent by the Board:

_____

_____

_____

_____

_____

[1] Attach copy of any contract.

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LICN-008

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 120 (phone)
(916) 649-2606 (facsimile)

Grantee:

Glenn County Community Action Department
Attn: Christine Zoppi
Director
125 E. Walker Street
Orland, CA 95963
(530) 934-6510 (phone)
(530) 865-1001 (facsimile)

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LICN-008

EXHIBIT B

REQUEST FOR PROPOSAL

BOARD'S REQUEST FOR PROPOSAL

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Funding Round 1

REQUEST FOR PROPOSALS

County Medical Services Program Governing Board
CMSP Local Indigent Care Needs Grant Program

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. Thirty-five counties throughout California participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) received by the Governing Board and county general-purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. County welfare departments located in the 35 participating counties handle eligibility for and enrollment in CMSP. All CMSP members must be residents of a CMSP county and their incomes must be less than or equal to 300% of the Federal Poverty Level (based on net nonexempt income).

Beginning in 2019, under the Path to Health Pilot Project, the Governing Board established a primary care benefit coverage program for low-income, undocumented CMSP county residents that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. The target population for the Path to Health Pilot Project is undocumented adults ages 21 and older that are enrolled in an emergency services only Medi-Cal program aid code and reside in one of the thirty-five CMSP counties. Enrollment in Path to Health is carried out by community health centers participating in the program.

Beyond Path to Health, the Governing Board operates other pilot projects, including the Health Systems Development and Wellness and Prevention grant programs, and two healthcare workforce development programs.

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II. ABOUT THE CMSP LOCAL INDIGENT HEALTH SERVICES PROGRAM

Through the Local Indigent Care Needs Program (LICN Program), the Governing Board seeks to expand the delivery of locally directed indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health and associated support services in CMSP counties. The principal goals of the LICN Program are to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations; link these populations to other community resources and support; and, improve overall health outcomes for these target populations.

A. Program Tracks and Funding Rounds

The LICN Program will be implemented through two (2) separate program tracks and four (4) separate funding rounds.

1. Program Tracks

   Track One – Planning Project Grants: Grants shall be available to CMSP county or non-profit agency applicants with demonstrated capacity to bring local stakeholders together, who intend to apply for an Implementation Program Grant and have the desire to develop an Implementation Plan in accordance with the requirements of the LICN Program (Implementation Plan).

   Applying for a Planning Project Grant is optional. Applicants may apply directly for an Implementation Program Grant if they choose.

   Track Two – Implementation Program Grants: Grants shall be available to CMSP county or non-profit agency applicants to support concrete, defined Implementation Plans that address the goals and objectives of the LICN Program. Applicants must show demonstrated experience bringing local stakeholders together and a demonstrated role providing health and/or human services in the community for low-income and/or indigent residents in CMSP counties.

2. Program Funding Rounds

   A. Funding Round 1:

      1. Track One – Planning Project Grants of up to $50,000 per project (or up to $75,000 if the project serves more than one CMSP county) shall be made available to selected applicants on a one-time basis. **Planning efforts are expected to last no more than twelve (12) months and produce a final Implementation Plan for an Implementation Program.** See Section III. A. below for description of applicant requirements.

      2. Track Two – Implementation Program Grants of up to $500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years**. See Section III. B. below for description of applicant requirements.

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B. Funding Round 2:

1. Track One – Planning Project Grants of up to $50,000 per project (or up to $75,000 if the project serves more than one CMSP county) shall be made available to selected applicants on a one-time basis. **Planning efforts are expected to last no more than twelve (12) months and produce a final Implementation Plan for an Implementation Program.** Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.

2. Track Two – Implementation Program Grants of up to $500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years**. Applicants that received a Planning Project Grant and any other applicants shall be eligible to apply for an Implementation Program Grant in Funding Round 2. Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.

C. Funding Round 3:

1. Track One – Planning Project Grants will NOT be awarded in Round 3.

2. Track Two – Implementation Program Grants of up to $500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years**. Applicants that received a Planning Project Grant and any other applicants shall be eligible to apply for an Implementation Program Grant in Funding Round 3. Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.

D. Funding Round 4:

1. Track One – Planning Project Grants will NOT be awarded in Round 4.

2. Track Two – Implementation Program Grants of up to $500,000 per year per project shall be made available to selected applicants. **Grants shall be made available for up to 3 years**. Applicants that received a Planning Project Grant and any other applicants shall be eligible to apply for an Implementation Program Grant in Funding Round 4. Applicant requirements will be outlined in a future Request for Proposal released by the Governing Board.

B. Target Populations

The target populations for LICN Program efforts must focus on one or more of the following uninsured or under-insured groups within one or more CMSP count(ies):

1. Adults that need follow up specialty services and/or other support services following an inpatient hospital stay;
2. Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery;

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3. Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services;
4. Adults with health and/or behavioral health conditions released from incarceration.

Within the target populations outlined above, program activities may further narrow the focus of efforts to one or more of the following sub-groups within the target populations:

- Homeless adults;
- Adults with chronic health or behavioral health conditions; and/or
- Adults in need of pain management support.

C. Four Alternative Components for Local Indigent Care Needs Programs

Planning Projects and Implementation Programs shall incorporate at **least one (1)** of the following four (4) program components into their program strategies:

1. Local-Level Care Management

Develop Care Management interventions that:

- Provide linkage to other services and supports in the community that facilitate management of each client's needs
- Are tailored to meet individual client service needs and involve clients as decision makers in the care planning process
- Have capacity to meet with clients in community locations such as at physicians' offices, hospitals, county social services departments, homeless shelters, or client's homes (as appropriate)
- Provide data system capacity that is sufficient to comprehensively document and track the Care Management services provided to clients and provide a mechanism that assures timely and appropriate identification and care management service needs

2. Continuity of Care

Develop county-wide or regional Continuity of Care strategies that:

- Facilitate linkages across the continuum of care, specifically inpatient care to appropriate outpatient care, such as specialty care, primary care, prescription medical support, home health, hospice, long-term care, mental health treatment, substance abuse treatment, and durable medical equipment

3. Enabling Services

Establish or strengthen existing mechanisms that:

- Engage clients in obtaining nutritional support, housing, transportation, legal assistance, and income assistance to support LICN Program goals through referrals to existing service providers
- Provide access to enabling services not otherwise available in the community through new service creation or expansion of currently limited services. Equipment purchases,

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expansions of current facilities, and/or renovation/remodeling of current facilities may be considered under this initiative. No LICN Program grant funds may be used for the lease/ purchase of land, buildings or new construction.

- Establish effective working relationships with the county welfare department(s) in their service area to help facilitate applications for health coverage and other public assistance

4. Disease Management

Establish or strengthen existing mechanisms to:

- Halt or decrease the severity of the conditions of clients with chronic, ongoing health and/or behavioral health conditions through such strategies as symptom management, medication compliance, adherence to treatment plans, and lifestyle changes

D. Technical Assistance Contractor Support to Grantees

Through a separate Request for Proposals process, the Governing Board shall select and hire a Consultant to provide direct, site-level Technical Assistance (TA) services to all LICN Program grantees, in both tracks. Please visit the CMSP Website for a copy of the TA RFP.

III. ELIGIBLE APPLICANTS

A. Planning Project Grants: Lead Agency Applicant and Project Partner Requirements

Planning efforts must be focused within one or more counties that participate in CMSP. The lead agency applicant must be either a CMSP county or a not-for-profit organization and must have the demonstrated capacity to bring together varied stakeholders within the county or region. The lead agency and all key Planning Project partners must be in good standing with the Governing Board. Planning Project Grant applicants must have the support, as demonstrated by Letters of Commitment, from at least one local hospital or at least one primary care provider such as a clinic, private practice physician, or physician group. In addition, Planning Project Grant applicants must have demonstrated support, evidenced by Letters of Commitment, from at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services and Probation.

B. Implementation Program Grants: Lead Agency Applicant and Project Partner Requirements

Implementation efforts must be focused within one or more counties that participate in CMSP. The lead agency applicant must be either a CMSP county or a not-for-profit organization. In addition, the lead agency applicant must have the organizational capacity to carry out its Implementation Plans in accordance with the requirements described in this RFP. The lead agency and all key implementation project partners must be in good standing with the Governing Board. Implementation grant applicants must have the support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, from at least one local hospital and at least one primary care provider such as a clinic, private practice physician, or

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physician group. In addition, implementation grant applicants must have the demonstrated support, as evidenced by either Letters of Commitment or Memorandums of Understanding, of at least two of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services and Probation. Finally, the lead agency applicant should have the support of other local providers of safety-net services, as demonstrated by either Letters of Commitment or Memorandums of Understanding.

IV. TENTATIVE PROJECT TIMELINES

The following are the anticipated timelines for the Local Indigent Care Needs Grant Program and are subject to change:

Planning Project Grants: Round 1	
Date	*Activity*
11/07/2019	Round 1 RFP Released
11/21/2019	1st RFP Assistance Webinar at 1:00 PM
12/04/2019	2nd RFP Assistance Webinar at 10:00 AM
12/12/2019	Final Q & A RFP Webinar at 1:00 PM
12/06/2019	Letter of Intent Due by 5:00 PM
12/20/2019	Grant Applications Due by 2:00 PM
1/30/2020	Applications Approved by Board
2/03/2020	Notices of Award Sent
3/01/2020	Grant Contracts Begin/Project Period Begins
9/15/2020	Interim Report and Interim Expenditure Report Due
2/28/2021	Project Period Ends
3/15/2021	Final Report and Final Expenditure Report Due
3/31/2021	Grant Contract Ends

Implementation Program Grants: Round 1	
Date	*Activity*
11/07/2019	Round 1 RFP Released
11/21/2019	1st RFP Assistance Webinar at 1:00 PM
12/04/2019	2nd RFP Assistance Webinar at 10:00 AM
12/12/2019	Final Q & A RFP Webinar at 1:00 PM
12/06/2019	Letter of Intent Due by 5:00 PM
12/20/2019	Grant Applications Due by 2:00 PM
1/30/2020	Applications Approved by Board
2/03/2020	Notices of Award Sent
3/01/2020	Grant Contracts Begin/ Project Period Begins
9/15/2020	Biannual Progress Report and Expenditure Report Due
3/15/2021	Biannual Progress Report and Expenditure Report Due
9/15/2021	Biannual Progress Report and Expenditure Report Due
3/15/2022	Biannual Progress Report and Expenditure Report Due
9/15/2022	Biannual Progress Report and Expenditure Report Due
2/28/2023	Project Period Ends
3/31/2023	Grant Contract Ends/ Final Report and Expenditure Report Due

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Funding Round 1

The next Planning Grant Application cycle (Round 2) is expected to be released in March 2020 with applications due back in May 2020. LICN Program Planning Project Round 2 contracts are expected to start August 2020 and end July 2021.

Three additional Implementation Grant Applications cycles are expected to be released in accordance with this tentative timeline:

Type	Due Date	Contract Start	Contract End
Implementation Program Grants: Round 2	June 2020	August 2020	July 2023
Implementation Program Grants: Round 3	April 2021	July 2021	June 2024
Implementation Program Grants: Round 4	October 2021	February 2022	January 2025

Any anticipated timeline is subject to change at the discretion of the Governing Board.

V. ALLOCATION METHODOLOGY

The Governing Board, within its sole discretion, may fund awards for Planning Project Grants and Implementation Grants in all rounds of funding. Total grant awards and technical assistance provided by the Governing Board may equal up to forty-five million dollars ($45,000,000) over the life of the program. The Governing Board desires applications from each of the 35 participating CMSP counties or non-profit organizations within the CMSP counties that meet the minimum scoring threshold.

1. Planning Project Grants

One-time awards up to $50,000 per project (or up to $75,000 if the project serves more than one CMSP county) may be made for Planning Project Grants.

In-direct Costs/Overhead Expenses
No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall equal no more than 10% of the total project expenditures. Planning efforts are expected to last no more than twelve (12) months and produce a final Implementation Plan.

In-Kind/Matching Funds Required
Awardees are required to provide in-kind and/or matching funds in the amount of no less than ten percent (10%) of the Planning Grant amount. In-kind and/or matching funds may be provided solely by the lead applicant or through a combination of funding sources.

2. Implementation Program Grants

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Funding Round 1

Awards up to $500,000 per year per project may be made for Implementation Program Grants. Grants may be provided for up to three (3) years under all four funding rounds.

In-direct Costs/Overhead Expenses
No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall equal no more than 10% of the total project expenditures.

In-Kind/Matching Funds Required
Grant awardees shall be required to provide in-kind and/or matching funds in the amount of no less than ten percent (10%) of the Implementation Grant Program amount per year. In-kind and/or matching funds may be provided solely by the lead applicant or through a combination of funding sources.

Evaluation Expenses
Implementation Programs shall be required to budget for evaluation expenses (such as time spent performing data collection, analyzing data, or preparing reports) in an amount equal to a minimum of 10% of total project expenditures.

Equipment and Renovation Expenses
Equipment purchases, expansions of current facilities, and/or renovation/remodeling of current facilities may be considered under this initiative. No LICN Program grant funds may be used for the lease/ purchase of land, buildings or new construction.

VI. AWARD METHODOLOGY

Planning Project Grant applications will be reviewed and scored based upon the following criteria:

1) Target Population (10%)
2) Planning Questions (15%)
3) Planning Goals (15%)
4) Proposed Planning Activities (15%)
5) Work Plan and Timeline (15%)
6) Organization and Staffing (10%)
7) Letters of Commitment/ Support (5%)
8) Budget (15%)

Implementation Program Grant applications will be reviewed and scored based upon the following criteria:

1) Project Narrative (50% in total)
    - Statement of Need (5%)
    - Target Population (10%)
    - Proposed Project/Approach (25%)
    - Organization and Staffing (10%)
2) Implementation Work Plan (15%)
3) Budget (15%)

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4) Logic Model (5%)
5) Proposed Data Collection and Evaluation Method (10%)
6) Letters of Commitment/ Support (5%)

The foregoing criteria are for general guidance only. If the Grant applications are scored, the scoring will be for guidance and informational purposes only. The Governing Board will award Grants based on the applications the Governing Board determines, in its sole discretion, are in the best interest of CMSP and the Governing Board.

Grant applications which, in the Governing Board's sole and absolute discretion, are deficient, are not competitive, are non-responsive, do not meet minimum standards or are otherwise lacking in one or more categories may be rejected without further consideration.

The grant application process is a competitive process and not all applications may be funded or funded in the amounts requested. All applications will be ranked in order of their ability to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations, link these populations to other community resources and support, and improve overall health outcomes for these target populations. For the Governing Board to consider approving funding for a Grant application, the applicant's proposal must achieve a minimum score of seventy-five percent (75%) and the proposal must achieve a ranking, in comparison with all other submitted proposals, that merits funding approval.

VII. APPLICATION ASSISTANCE

A. RFP Assistance Webinar Information

To assist potential applicants, Governing Board staff will conduct three RFP assistance webinars with Question and Answer sessions. Applicants are encouraged to participate in at least one of the informational webinars and bring any questions they have regarding LICN Program requirements or the application process. Please use the following information to access each webinar during the specified dates and times below:

November 21, 2019 from 1:00 – 2:30 PM PST

WebEx Link: https://cmspcounties-meetings.webex.com/cmspcounties-meetings
WebEx Meeting Number: 808 226 264
Conference Line: (888) 296-6500
Conference Line Participant Code: 738196

December 4, 2019 from 10:00 – 11:30 AM PST

WebEx Link: https://cmspcounties-meetings.webex.com/cmspcounties-meetings
WebEx Meeting Number: 801 154 373
Conference Line: (888) 296-6500
Conference Line Participant Code: 738196

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December 12, 2019 from 1 – 2:30 PM PST

WebEx Link: https://cmspcounties-meetings.webex.com/cmspcounties-meetings

WebEx Meeting Number: 808 097 973

Conference Line: (888) 296-6500

Conference Line Participant Code: 738196

B. Frequently Asked Questions (FAQ)

From time to time, responses to frequently asked questions will be posted on the Governing Board's website. The link to the Planning Project FAQ can be found here and the Implementation Program FAQ can be found here.

C. Letter of Intent (LOI)

The Governing Board requests that all likely grant applicants submit a Letter of Intent (LOI) to the Board. While the LOI is not required, receipt of an LOI from all likely applicants will assist the Governing Board in planning for application review and related processing. Please submit the LOI no later than December 6, 2019, by 5:00 p.m. PST. There is no required format or template for the LOI. In the LOI, likely applicants should state whether they intend to apply for a Planning Project Grant or an Implementation Program Grant as well as the CMSP county or counties they anticipate serving. The LOI may be submitted by e-mail or fax to the addresses listed below:

Via E-Mail:	CMSP Governing Board RE: LICN LOI aallard@cmspcounties.org	***Via Fax:***	CMSP Governing Board RE: LICN LOI FAX: (916) 649-2606

D. Project Contact Information

Please direct any questions regarding the RFP to:

Anna Allard, Grants Manager
CMSP Governing Board
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 ext. 120
aallard@cmspcounties.org

VIII. PLANNING PROJECT GRANT PROPOSAL FORMAT AND REQUIREMENTS

This section only applies to applicants applying for a Planning Project Grant. Applicants that wish to apply for an Implementation Program Grant should proceed to Section IX for the Implementation Program Grant proposal format and requirement instructions.

A. Planning Project Grant Cover Sheet (Required Form)

Using the "Required Form: Planning Project Grant Cover Sheet" form provided, please include the applicant name(s), address, telephone, and e-mail contact information. The cover

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sheet must be signed.

The Required Form: Planning Project Grant Cover Sheet is available for download at the Governing Board's website here.

B. Planning Project Grant Application (Required Form)
Using the "Required Form: Planning Project Grant Application" template provided, please complete the following items:

1. Applicant Name
2. Project Title
3. Technical Assistance Needs
4. Target Population
5. Planning Questions
6. Planning Goals
7. Proposed Planning Activities
8. Project Partners
9. Work Plan and Timeline
10. Organization and Staffing

The Required Form: Planning Project Grant Application is available as a PDF fill in for download here.

C. Letters of Commitment (Required Documents)

Letters of Commitment will be utilized in scoring and must be submitted as a part of the application. CMSP does **not** provide a Letter of Commitment template. Any letters submitted outside of the application will **not** be considered in scoring the application.

1. Planning Project Grants must have the support, as demonstrated by Letters of Commitment, from at least one (1) local hospital or one (1) primary care provider such as a clinic, private practice physician, or physician group.

2. Planning Project Grants must have the demonstrated support, as demonstrated by Letters of Commitment, from at least two (2) of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services, and Probation. Planning Project Grants serving more than one CMSP county will need to obtain the minimum of two Letters of Commitment from CMSP county agencies or departments *within each CMSP county* to be served. Additional letters from other interested agencies and stakeholders may be provided.

D. Budget and Budget Narrative (Required Form and Document)
Complete the Required Form: Planning Project Grant Budget and provide a brief (no more than 2 pages) Budget Narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. Describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. Grant awardees shall be required to provide in-kind and/or matching funds in the amount of no less than ten percent (10%) of the Planning Grant amount. No project funds shall be used for administrative and/or overhead costs not directly attributable

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to the project. Administrative and/or overhead expenses shall equal no more than ten percent (10%) of the total project expenditures.

The Required Form: Planning Project Grant Budget is available as an Excel spreadsheet for download here.

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

E. Other Information

The Governing Board may request any other information that it deems in its sole discretion is necessary or useful in order to make the award. The Governing Board reserves the right to contact Applicants informally to receive additional information.

IX. IMPLEMENTATION PROGRAM GRANT PROPOSAL FORMAT AND REQUIREMENTS

This section only applies to applicants applying for an Implementation Program Grant. Applicants that wish to apply for a Planning Project Grant first should follow the Planning Project Grant proposal format and requirement instructions provided in Section VIII.

A. Implementation Grant Cover Sheet (Required Form)

Using the "Required Form: Implementation Grant Cover Sheet" form provided, please include the applicant name(s), CMSP count(ies) to be served, address, telephone, and e-mail contact information.

The Required Form: Implementation Grant Cover Sheet is available for download at the Governing Board's website here.

B. Project Summary (Required Document) (no longer than 2 pages)

Describe the proposed project concisely, including its goals, objectives, overall approach (including target population and key partnerships), anticipated outcomes, deliverables, and sustainability.

C. Implementation Program Grant Proposal Narrative (Required Document) (no longer than 12 pages)

1. Clear Statement of Problem or Need Within Community

All Implementation Programs should focus on identified needs of one or more eligible target populations within the community. Please describe the target population, and any sub-populations, to be served in your proposed project. Define the characteristics of the target population and discuss how the proposed project will identify members of the target population. Provide an estimate of the total number of clients that will be served through each year of the Implementation Program Grant. Include background information relating to the

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proposed CMSP county or counties to be served, unique features of the community or communities, and other pertinent information that helps shape the problem or need within the community.

Please identify the main sources of health and behavioral health care for the target population(s), strengths in the health care delivery system, and existing or foreseen challenges in the delivery system. Applicants should use county-level and/or community-level data and other relevant data to demonstrate need.

2. Description of Proposed Project

Provide a summary of current and/or prior efforts to address the needs of the target population(s) and the expected roles of the applicant and key partners in meeting these needs through the Implementation Program Grant.

Please describe the range of activities to be performed in the Project. All activities discussed should correspond with the items listed in the logic model (see Section IX. D. below) and the Implementation Work Plan. This section should be used to clearly describe all steps necessary for program development efforts to be effectively undertaken and for program implementation to be carried out. This section should also describe which one or more of the following core LICN Program components will be incorporated into the program:

- Local-level Care Management
- Continuity of Care
- Linkages to Enabling Services
- Disease Management

Create an Implementation Work Plan and Timeline for completion of implementation, contracting, consultant/staff recruitment, evaluation, reporting, and sustainability planning activities.

3. Organization and Staffing

This section should describe and demonstrate organizational capability to implement, operate, and evaluate the proposed project. In addition, information provided should clearly delineate the roles and responsibilities of the applicant organization(s) and key partners and include the following:

- An organizational chart and description of organizational structure, lines of supervision, and management oversight for the proposed project, including oversight and evaluation of consultants and contractors;
- Identification of a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners; and,
- The roles, qualifications, expertise, and auspices of key personnel.
- Describe the lead agency and all key partners' roles within the delivery system.
- Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.

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- Identify any staff that will need to be recruited and hired upon Project inception.

4. Sustainability Planning

Awarded Implementation Grant projects will be required to produce a sustainability plan in Year 2 of the grant. Please outline initial ideas about how some or all of the proposed grant activities can be sustained into the future after grant funding ends.

D. Logic Model (Required Document) (no longer than 2 pages)

All applicants are required to submit a logic model. A logic model is a series of statements linking target population conditions/circumstances with the service strategies that will be used to address the conditions/circumstances, and the anticipated outcomes. Logic models provide a framework through which both program staff and TA consultant can view the relationship between conditions, services and outcomes. An information resource guide on designing logic models is found here. All logic models should include a description of the 1) target population; 2) program theory; 3) activities; 4) outcomes; and 5) impacts.

E. Data Collection and Reporting (Required Document) (no longer than 2 pages)

All applicants shall present a plan for data collection, analysis and data reporting that specifies the data that will be collected and/or retrieved and reported, and how that data will be used to document the outcomes and impacts expected to be achieved through the Program, as described in the Logic Model. If awarded, the CMSP Governing Board will require each Project to report upon a core set of data elements. Please suggest core data elements that should be collected.

F. Budget and Budget Narrative (Required Form and Document)

Complete the Required Form: Implementation Grant Budget and provide a brief (no more than 2 pages) budget narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. Describe all administrative costs and efforts to minimize use of project funds for administrative and overhead expenses. No project funds shall be used for administrative and/or overhead costs not directly attributable to the project. Administrative and/or overhead expenses shall equal no more than ten percent (10%) of the total project expenditures. Briefly explain any expenses listed in the Budget Narrative whose purpose may be ambiguous to a reviewer.

The Required Form: Implementation Grant Budget is available as an Excel spreadsheet for download here.

Please note, prior to contracting, the Governing Board reserves the right to request copies of the applicant's most recent audited financial statements.

G. Letters of Commitment or Memorandums of Understanding (Required Documents)

Letters of Commitment are required from all key partners and will be utilized in scoring.

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Letters should detail the key partner's understanding of the proposed Implementation Program and their organizations' role in supporting or providing direct services. Implementation Programs must have the support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, from at least one (1) local hospital and one (1) primary care provider such as a clinic, private practice physician, or physician group.

In addition, Implementation Program Grants must have the demonstrated support, as demonstrated by either Letters of Commitment or Memorandums of Understanding, of at least two (2) of the following CMSP county agencies or departments: Health/Public Health, Social Services/Welfare, Mental Health, Drug and Alcohol Services, and Probation.

Implementation Program Grants serving more than one CMSP county will need to obtain the minimum of two Letters of Commitment or Memorandum of Understanding from CMSP county agency or departments *within each county* to be served. Finally, the lead agency applicant should have the support of other local providers of safety-net services. Additional Letters of Commitment or support from other interested agencies and stakeholders may be provided. All letters of commitment or support must be submitted as a part of the application. Any letters submitted outside of the application will **not** be considered in scoring the application.

X. APPLICATION INSTRUCTIONS

This section applies to both Planning Project Grant and Implementation Program Grant Applications.

A. All Grant applications must be complete at the time of submission and must follow the required format and use the forms and examples provided:

   1. The type font must be Arial, minimum 11 point font.
   2. Text must appear on a single side of the page only with margins at a minimum of 0.5".
   3. Assemble the application in the order and within the page number limits listed with the Proposal Format & Requirements sections.
   4. Clearly paginate each page.

B. Applications transmitted by facsimile (fax) or e-mail will not be accepted.

C. The application must be signed by a person with the authority to legally obligate the Applicant.

D. Provide one original hard copy Grant application clearly marked original, and five hard copies.

E. Provide an electronic copy (flash drive or CD) of the following components of the application:

   Planning Projects: 1) Required Form: Planning Project Grant Cover Sheet (as an Excel document), 2) Required Form: Planning Project Grant Application (as a PDF document), 3) Required Form: Planning Project Grant Budget (as an Excel document) 4) Budget

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Narrative (as a Word document), and 5) Letters of Commitment (as PDF files).

Implementation Programs: 1) Required Form: Implementation Grant Cover Sheet (as an Excel document), 2) Grant Project Summary (as a Word document), 3) Grant Project Narrative (as a Word document), 4) Work Plan & Timetable (either Word or Excel document), 5) Required Form: Implementation Grant Budget (as an Excel document), 6), Budget Narrative, 7) Logic Model (either Word, Excel or Power Point document) and 8) Grant Project Goals and Outcome Reporting (as a Word document).

F. Do not provide any materials that are not requested, as reviewers will not consider those materials.

G. Folders and binders are not necessary or desired; please securely staple or clip the application in the upper left corner.

H. All Round 1 Grant applications must be received in the office no later than 2:00 PM on December 20, 2019. Address all applications to:

CMSP Governing Board
ATTN: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815

X. GENERAL INFORMATION

A. The Governing Board shall have no obligation to provide Grant funding or continue to provide Grant funding at any time.

B. All applications become the property of the Governing Board and will not be returned to the Applicant unless otherwise determined by the Governing Board in its sole discretion.

C. Any costs incurred by the responding Applicant for developing a proposal are the sole responsibility of the responding Applicant and the Governing Board shall have no obligation to compensate any responding Applicant for any costs incurred in responding to this RFP.

D. Proposals may remain confidential during this process only until such time as determined by the Governing Board in its sole discretion. Thereafter, the Governing Board may treat all information submitted by a responding Applicant as a public record. The Governing Board makes no guarantee that any or all of a proposal will be kept confidential, even if the proposal is marked "confidential," "proprietary," etc.

E. The Governing Board reserves the right to do the following at any time, at the Governing Board's sole discretion:

1. Reject any and all applications, or cancel this RFP.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in any application.

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3. Request that certain or all Applicants supplement or modify all or certain aspects of their respective applications or other materials submitted.
4. Modify the specifications or requirements for the Grant program in this RFP, or the required contents or format of the applications prior to the due date.
5. Extend the deadlines specified in this RFP, including the deadline for accepting applications.
6. Award, or not award, any amount of Grant funding to any Applicant.

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EXHIBIT C

APPLICATION

GRANTEE'S APPLICATION

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

Required Form

PLANNING GRANT COVER SHEET
CMSP Local Indigent Care Needs Grant Program

1. CMSP County or Counties to be Served: Colusa County
2. Project Title: Colusa County CMSP LICN Planning Grant

3. Funding:
Requested Planning Grant Amount : $50,000.00
In-Kind and/or Other Matching Funds: $5,994.00

4. Lead Applicant:
Organization: Glenn County Community Action Department Tax ID Number: 94-6000691
Applicant's Director or Chief Executive: Christine Zoppi
Title: Director
Applicant's Type of Entity (*Specify county or non-profit*): County
Address: 420 E. Laurel Street
City: Willows State: CA Zip Code: 95988 County: Glenn
Telephone: 530-934-1414 Fax: 530-934-6521
Email address: czoppi@countyofglenn.net

5. Primary Contact Person (*Serves as lead contact for the project):*
Name: Jamie Umble
Title: Program and Administrative Services Coordinator
Organization : Glenn County Community Action Department
Address: P.O. Box 987
City: Willows State: CA Zip Code: 95988 County: Glenn
Telephone: 530-934-1496 Fax: 530-865-1001
Email address: jumble@countyofglenn.net

6. Secondary Contact Person (*Serves as alternate contact):*
Name: Kathryn McDaniel
Title: Program and Administrative Services Coordinator
Organization : Glenn County Community Action Department
Address: P.O. Box 987
City: Willows State: CA Zip Code: 95988 County: Glenn
Telephone: 530-934-1432 Fax: 530-865-1001
Email address: kmcdaniel@countyofglenn.net

7. Financial Officer *(Serves as Fiscal representative for the project):*
Name: Randy Royce
Title: Program Manager
Organization : Glenn County Community Action Department
Address: P.O. Box 987
City: Willows State: CA Zip Code: 95988 County: Glenn
Telephone: 530-934-1443 Fax: 530-865-1001
Email address: rroyce@countyofglenn.net

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

Required Form

Agreement:

By submitting this application for CMSP Local Indigent Care Grant Program, the applicant signifies acceptance of the appliant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Local Indigent Care Program Planning Grant is true and correct.

Signature: _____ **Date:** 12/18/19

Name: Lucy Hernandez

Title: Assistant Director

Organization: Glenn County Community Action Department

Address: P.O. Box 987

City: Willows State: CA Zip Code: 95988 County: Glenn

Telephone: 530-865-6166 Fax: 530-865-1001

Email address: lhernandez@countyofglenn.net

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CMSP Local Indigent Care Needs Grant Program
Required Form: Planning Project Grant Application

APPLICANT NAME: Colusa County, through Glenn Co. Community Action Dept.

PROJECT TITLE:

Colusa County LICN Planning Project

REQUIRED PLANNING GRANT CHECK LIST

- ☑ Complete Required Form: **Planning Project Grant Cover Sheet** (use required Excel template, <<click here>>)
- ☑ Attach Required Form: **Planning Project Grant Application** (Complete pages 1-6 of this document, use required PDF template, <<click here>>)
- ☑ Attach three (3) **Letters of Commitment** to the application as **required** in accordance with Section VIII.C. of the Request for Proposals (RFP). Any letters submitted outside of the application will **not** be considered.
- ☑ Attach Required Form: **Planning Project Grant Budget** (use required Excel template, <<click here>>) For detailed instruction on the Budget please see Section VIII. D. of the RFP.
- ☑ Attach **Budget Narrative** (no more than 2 pages). The Budget Narrative should provide further detail on each budget item and the source(s) of in-kind and/or direct matching funds. For detailed instructions on the Budget Narrative please see Section VIII. D. of the RFP.
- ☑ Include **electronic copies** of all submitted materials as well as 1 original and 5 hardcopies. Please see Section X. E. of the RFP, <<click here>>.

TECHNICAL ASSISTANCE NEEDS

*Prioritize the **TOP 3** Technical Assistance needs you have in regards to undertaking a Planning Project and developing a framework for an Implementation Program. Place a 1, 2, and 3 in the appropriate boxes below:*
Only choose three categories from the available options provided:

- [1] Data development and analysis
- [ ] Identifying best practices
- [ ] Collaboration
- [ ] Budgets and finance
- [2] Developing program goals, objectives, and metrics for program evaluation
- [3] Determining organizational capacity
- [ ] Other (please describe):

Please note that this application is due **December 20, 2019 by 2:00 PM PST.** Applicants must provide 1 original hard copy grant application clearly marked original, five hard copies, and an electronic copy to the following address:

CMSP Governing Board
ATTN: Anna Allard
1545 River Park Drive, Suite 435
Sacramento, CA 95815
916-649-2631 ext. 120

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1) TARGET POPULATION

a. *All Planning Project Grants must focus on identified needs of one or more target populations within the community that meet the criteria required by the RFP. Please indicate below which one or more uninsured or under-insured target population(s) planning efforts will be focused on:*

- ☐ Adults that need follow up specialty services and/or other support services following an inpatient hospital stay
- ☐ Adults receiving inpatient hospital care that have limited home or community support to facilitate healing and recovery
- ☑ Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services
- ☑ Adults with health and/or behavioral health conditions that have been released incarceration

b. *Program activities may further narrow the focus of efforts to one or more of the following sub-groups within the target population(s). Please indicate if proposed planning efforts will focus on any of the following sub-populations. If no sub-groups will be identified please select "No sub-groups identified":*

- ☐ Homeless adults
- ☐ Adults with chronic health or behavioral health conditions
- ☐ Adults in need of pain management support
- ☑ No sub-groups identified

c. *Please provide a description of the proposed target population(s) and what the project currently knows about the target population(s)?*

We have found that adults with health/behavioral health conditions are more likely to have financial and food insecurities, substance use disorders, transportation challenges, and difficulty obtaining behavioral health and medical care. Many of these individuals were previously incarcerated, have mild-to-moderate behavioral health challenges, involvement Child Welfare System, and/or are undocumented.

2) PLANNING QUESTIONS

What questions does the Planning Project hope to answer about the target population(s), service delivery, and/or resources through the planning process. Please include a minimum of **3 Questions**.

QUESTION 1: We believe many clients enter our system with identified needs, but are not engaging in all needed services. We also specifically have undocumented community members who are not engaging in services. What inhibits these clients from engaging in services and how do we increase engagement?

QUESTION 2: How can innovation build capacity to provide easily navigated, more efficient, and comprehensive healthcare systems? What innovative methods or service approaches can be used to address needs and strengthen systems; partnerships, changes in job classifications, strengthening existing systems, volunteers/community health workers, telehealth, etc.?

QUESTION 3: How do we improve access to Behavioral Health services to clients with mild-to-moderate behavioral health challenges? What role would existing and new partnerships play? How can we embrace technology to meet this need in a rural community?

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3) PLANNING GOALS

*Clearly **Identify** and **number** the goals of the project's planning process. Please include a minimum of **3 Goals.***

1) Create and implement LICN Grant Planning Committee

2) Obtain a healthcare specialized consultant

3) Complete Memorandums of Understanding (MOU) and contract(s) to support project within the first 30 days

4) Prepare detailed workplan and budget for planning

5) Complete grant development and project management training

6) Complete 10 key informant interviews with direct service employees in Colusa County

7) Client/Consumer Focus Groups (3-4)

8) Compile research data report and present to Grant Planning Committee

9) Create Implementation budget and detailed workplan

10) Complete Implementation Grant application

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4) PROPOSED PLANNING ACTIVITIES

Broadly discuss the proposed activities to be performed in the Planning Project. This section should be used to describe planning efforts to be effectively completed and produce a framework for an Implementation Program Grant proposal. Please use the Work Plan and Timeline in Item 6 to provide details on essential steps.

1) Create and implement LICN Grant Planning Committee
2) Contract with healthcare focused consultant
3) Key Informant Interviews (10)
4) Client/Consumer Focus Groups (3-4)
5) Create implementation budget and detailed workplan
6) Write Implementation Plan

As a part of your expected planning process, identify which one or more of the following core required LICN program components you anticipate will be incorporated into the Planning Project:

- ☑ Local-level Care Management
- ☑ Continuity of Care
- ☑ Linkages to Enabling Services
- ☐ Disease Management

5) PROJECT PARNTERS

Please list the proposed key project partners and briefly describe their intended roles.

Colusa County Department of Health and Human Services (DHHS): DHHS will provide insight into program design, provide research data, attend grant planning committee meetings, assist with key informant interviews and focus groups, and provide guidance for implementation plan drafting. Social Services(SSD) and Public Health(PH) are divisions of DHHS. DHHS Public Health Nursing Manager will provide oversight and direction.

Colusa County Behavioral Health Department (BH): BH will provide insight into program design, provide research data, attend grant planning committee meetings, and assist with implementation plan drafting.

Colusa Indian Health Clinic (CICH): CICH is a medical clinic in Colusa County and will provide insight into program design, provide research data, and attend grant planning committee meeting(s).

Ampla Health of Colusa County (Ampla): Ampla has two clinics in Colusa County and operated the Path to Health program for Colusa County. Ampla will provide insight into program design, provide research data, and attend grant planning committee meeting(s).

Anthem Blue Cross (Anthem): Anthem Blue Cross is one of the managed care providers in Colusa County. Anthem will provide insight into program design, provide equipment to test for implementation, train staff on equipment and current available telehealth services, and attend grant planning committee meeting(s).

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6) WORK PLAN AND TIMELINE

Please create a Planning Project Work Plan and Timeline for completion of all essential contracting, consultant/staff recruitment, collaboration, planning and reporting activities. The Work Plan should not exceed twelve (12) months. Note, if the applicant is awarded a Planning Grant, the Technical Assistance Contractor will work with the awardee to further refine the Work Plan.

*In addition to the **description of each activity**, applicants must include the **Month and Year** in which each activity will take place, and the **responsible parties or personnel** involved in completing each individual activity.*

New Dates	Date	Task	Assigned Team Member
March - April Pre-Grant	Jan-Feb 2020 (Pre-Grant)	Request for Proposal (RFP)	CAD Admin
		Form Grant Planning Committee (GPC)	Program Manager (PM) & Coordinator(s) (Wellness Team)
May / June	March 2020	Consultant Contract and MOU	CAD Admin/Colusa DHHS
		Planning Meeting	Wellness Team, Consultant
		GPC Meeting	Wellness Team, Consultant, GPC
		- Workplan/Budget	Wellness Team, Consultant, TA
		- Telehealth Orientation	Anthem Blue Cross
		Grant Writing Training	Wellness Team Members (2)
		Key Informant Interviews (KII) and Focus Groups (FG) - Research/Planning	Wellness Team, Consultant, TA
		Begin KII and FG	Wellness Team, Consultant
		Planning Research	Wellness Team, Consultant, TA
July	April 2020	GPC Meeting	Wellness Team, Consultant, GPC
		Project Management Training	Wellness Team Member (1)
		Complete KII and FG	Wellness Team, Consultant
		Compile Data Report	Wellness Team, Consultant, TA
		GPC Findings Presentation	PM/Consultant, GPC
August	May 2020	Implementation Application - Complete program design, logic model, and evaluation plan - Complete budget and detailed workplan - Prepare draft documents - Review Draft for June 2020 - Vet application with GPC	Wellness Team, Consultant, TA
		Gain Board of Supervisors Approval	Wellness Team, CAD Admin
		GPC Meeting	Wellness Team, Consultant, GPC
September	June 2020	Finalize/Submit Application	Wellness Team

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7) ORGANIZATION & STAFFING

Describe the lead applicant's organizational capability to bring local stakeholders together to undertake a planning process that leads to the development of a framework for an Implementation Program proposal. Clearly delineate the roles and responsibilities of the applicant organization(s) and key partner(s). Identify a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners. Describe any relevant prior efforts undertaken by the lead applicant and/or partners. Describe the lead agency and all key partners' roles within the delivery system. Identify additional organizations and/or agencies with which the lead agency wishes to establish relationships with through the implementation process.

The Glenn County Community Action Department (CAD) is the lead agency for the Colusa-Glenn-Trinity Community Action Partnership, which serves Colusa, Glenn, and Trinity counties. The CAD Health and Wellness Team has experience working on the Glenn County Adult Systems of Care project, Glenn and Colusa housing development projects, and is currently working on the Health Systems Development Grant. All these projects have required the organization and facilitation of key stakeholder groups for project development and implementation.

LEAD AGENCY: CAD provides housing, employment, and supportive services to community members. The CAD Health and Wellness Team will provide project management and facilitation of the project. The Health and Wellness team is comprised of a Program Manager and Program and Administrative Services Coordinator(s) who will complete the day-to-day responsibilities for key tasks, including project managment, consultant oversight, reporting, facilitation of meetings and community engagement, research, and communicating with partners. The Health and Wellness Team will be concurrently working on the Health Systems Development grant in Colusa County and will bring insights and relationships gained from that project to compliment the work to be completed for the LICN grant.

KEY PARTNERS:
The Colusa County Department of Health and Human Services (DHHS) includes the Public Health and Social Services divisions. DHHS will provide some administration support as well as advisory input from key staff in each of the departments. The Public Health Nursing Manager will serve as executive oversight to the project and provide direction to the CAD's Health and Wellness Team.

Tri-County Community Action Partnership (TCCAP), the nonprofit arm of CAD, will be an established partner with DHHS through the implementation process. The overarching goal of this partnership is to increase capacity, establish volunteer management, and overall community involvement. TCCAP will provide a cost-effective approach to increase capacity with the potential use of peer mentors and volunteer workforce.

Colusa Indian Health Clinic staff and Ampla Health Clinic staff will participate in Grant Planning Committee, provide insight into program design, and participate in telehealth training. Partnerships will also be sought with Probation and Colusa Medical Center. These partners will provide insight into coordination of system linkages between healthcare and supportive services.

The Colusa County Behavioral Health housing representative will provide input from key staff, provide insight into program design, provide research data, and attend grant planning committee meetings.

A consultant will be obtained through a Request for Proposal process in early 2020 and will provide support with project design, research, framework for data colleciton, logic model, and evaluation plan.

DISCLAIMER: CMSP may require the applicant to submit further information on specific sections of this application if the content provided is deemed insufficient per the RFP requirements.

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CMSP Local Indigent Care Needs Program
Planning Grant - Budget Template

Applicant	Glenn County Community Action Department
Project Title	Colusa County Local Indigent Care Needs Planning Grant
Period Covered	March 1, 2020 - February 28, 2021

Category	Quantity	CMSP	In-Kind	Total Project
Personnel		$19,700		$19,700
Program & Admin Coord	.123 FTE	$8,730		$8,730
Program Manager	.094 FTE	$10,970		$10,970
Training				
Grant Writing				
Program Management				
Contractual Services		$22,800	$3,994	$26,794
Healthcare Consultant		$22,800		$22,800
Colusa DHHS MOU			$3,994	$3,994
Office Expenses		$500		$500
		$500		$500
Travel		$500		$500
Mileage	862	$500		$500
Training Travel				
Other		$1,500	$2,000	$3,500
Focus Groups		$1,500		$1,500
Anthem Equipment & Staff			$2,000	$2,000
Admin/Overhead		$5,000		$5,000
		$5,000		$5,000
Total Funding		**$50,000**	**$5,994**	**$55,994**

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Glenn Community Action Department (Colusa) LICN Planning Project- Budget Narrative ADJUSTMENTS Explanations

Personnel:

Initially, funds in the amount of $12,762 were requested to go towards Personnel, yet adjustment amounts for Personnel are $19,700. The adjustment will therefore increase salary and fringe benefits for the Program and Administrative Coordinator from $6,984 to $8,730 (a change from 10% FTE to 12.3% FTE) and Program Manager salary and fringe benefits from $5,778 to $10,970 (a change from 5% FTE to 9.4% FTE).

Training:

Unable to fund Project Management Bootcamp training due to delay in award date. Unable to attend Professional Grant Development because training was canceled due to COVID. Originally proposed funds to be adjusted and allocated to Personnel.

Contractual Services:

Initially, funds in the amount of $24,639 were requested to go towards Contractual Services, yet adjustment amounts for Contractual Services are $22,800. The initial grant proposal projected $24,639 for consultant costs, yet the adjusted consultant costs will be $22,800, which includes a mini-grant development training.

Office Expenses:

No Adjustments requested

Travel:

Due to inability to fund/attend initially proposed trainings and COVID related restructuration with social distancing and in person meetings, adjustments made to move travel funds to salary and benefits within the Personnel category.

Other:

No Adjustments requested

Admin/Overhead:

No Adjustments requested

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

Staff and Consultant Changes

Roles and Duties:

Program and Administrative Services Coordinator (Coordinator) – FTE = $71,113

- Administrative Logistics including: RFP, contracts, MOUs, Board of Supervisor Approval
- Logistics and correspondence for meetings and groups
- Research
- Collaboration with PM and Consultant

Program Manager (PM) – FTE = $115,949

- Overall grant management
- Development and management of workplan and budget
- Leading meetings and groups
- Presentations
- Collaboration with consultant throughout project
- Submittal of CMSP LICN Implementation Application

Consultant – Fee Schedule below

- Planning
- Creation of Comprehensive community needs assessment
- Meeting, group facilitation, and presentations
- Implementation plan drafts
- Dissemination of plan for stakeholder input
- Finalization of implementation plan and grant application
- Grant writing training workshop
- Collaboration with PM and Coordinator to create all necessary pieces for CMSP LICN Implementation Application

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

COST PORTION OF PROPOSAL:

The Proposer must specify the total maximum costs of services to the HHSA for the time- period stated below:

March 15, 2020 to March 14, 2021

The cost proposal should include a schedule of fees for the services to be provided during Phase I of the CMSP project. See Attachment 2, Scope of Work, Paragraph 2 below and Section 2, Background Information, Work plan and Timeline for Phase I above. Please include hourly rates. The cost proposal should also include the following costs of Proposer, and the method in which these costs will be charged (if in addition to the hourly rate):

- Travel (includes in-county and out-of-county travel)
- Training
- Insurance: These costs must reflect coverage levels as outlined in Attachment 1, Proposed Agreement, Paragraph 12.
- Overhead (includes rent, utilities, supplies, etc.)
- No facilities will be provided for the Proposer under this proposal. All office space will be the responsibility of the Proposer.
- Other unique costs as determined by Proposer.

GBA bills according to the following schedule of rates. Folded into these hourly rates are other expenses like insurance, facility and indirect expenses. The one exception is that for travel to meetings, GBA will add one hour each way per vehicle to cover use expenses.

Staff	Hourly Rate
Gary Bess	$125.00
Jim Myers	$115.00
Rosali Delgado	$100.00
Data Entry	$ 22.50
GIS Mapping and Data Analytics	$125.00

As for the method of billings, the following functional expenses are proposed.

Activity	Estimated Hours	Total Expense
Comprehensive community needs assessment	55	$7,500
Implementation plan first draft	80	$9,000
Implementation plan second draft	15	$2,000
Dissemination of plan for stakeholder input	15	$1,800
Finalization of implementation plan and grant application	8	$1,000
Grant writing training workshop	10	$1,500
TOTAL	183	$22,800

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

COUNTY OF COLUSA
HEALTH AND HUMAN SERVICES

251 E. Webster St.
Colusa, CA 95932

Elizabeth Kelly
Director

ADMINISTRATION: (530) 458-0250

HUMAN SERVICES DIVISION
Children's Services: (530) 458-0280
Adult Services: (530) 458-0280
Eligibility Services: (530) 458-0250
Public Guardian: (530) 458-0280
Veterans Service Office: (530) 458-0388
Special Investigations Unit: (530) 458-0279

HEALTH SERVICES DIVISION
Public Health/Nursing: (530) 458-0380
Tobacco: (530) 458-0380

December 11, 2019

CMSP Governing Board
ATTN: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815

RE: Colusa County CMSP Local Indigent Care Needs (LICN) Grant

Dear CMSP Governing Board,

This is a Letter of Commitment that Colusa County, in partnership with the Glenn County Community Action Department and the Colusa County Department of Health & Human Services, are committed to work together on both the planning and implementation of the Colusa County CMSP Local Indigent Care Needs (LICN) grant program. We will work toward the mutual goals of providing expanded and coordinated delivery of supportive services to low-income, uninsured, and under-insured adults, as well as ensuring access to coordinated health, behavioral health, and associated support services for all Colusa County residents. To this end, each partner named below agrees to participate in the proposed activities, as funded by the County Medical Services Program (CMSP) Local Indigent Care Needs grant, in the following ways:

Glenn County Community Action Department

- Will oversee a Request for Proposal (RFP) in order to obtain consultant(s) with a healthcare specialization (focus) to assist in the planning and development of the County's CMSP LICN Implementation Application.
- Will oversee and assemble a Grant Planning Committee, which will meet regularly to provide guidance and direction through the RFP process and the planning and development of the CMSP LICN Implementation Application.
- Will contract with healthcare-focused consultant.
- Will conduct key informant interviews and consumer focus groups.
- Will work closely with contracted consultant to develop project design, logic model, and method for data collection and evaluation for the Implementation application.
- Will coordinate all efforts necessary to comply with CMSP LICN Grant.

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

Colusa County Department of Health & Human Services

- Will provide guidance and assistance for the RFP process.
- Will provide stable representation to participate on the Grant Planning Committee and commit to consistent attendance and participation throughout the CMSP LICN grant term (3/1/2020 through 2/28/2021).
- Will act as an ambassador for the CMSP LICN planning grant by providing guidance and recommendations for key informant interviews and consumer focus groups.
- Will provide necessary data and information needed for the LICN Implementation application.

We, the undersigned, as authorizing representatives of Colusa County, through the Glenn County Community Action Department and the Colusa County Department of Health & Human Services do hereby commit to supporting the Local Indigent Care Needs grant as described in this agreement.

Should there be any questions and or concerns, please do not hesitate to contact us. Thank you for your consideration.

Lucy Hernandez, Assistant Director
Glenn County Community Action Department

Date: 12/11/19

Elizabeth A. Kelly, Director
Colusa County Department of Health & Human Services

Date: 12-11-2019

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

COLUSA INDIAN HEALTH CLINIC
CACHIL DEHE BAND OF WINTUN INDIANS

December 18, 2019

CMSP Governing Board
ATTN: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815

RE: Colusa County CMSP Local Indigent Care Needs (LICN) Grant

To Whom This May Concern:

This Letter of Commitment stands as evidence that the Colusa Indian Health Clinic is committed to work together with Colusa County, through the Glenn County Community Action Department on both the planning and implementation of the Colusa County CMSP Local Indigent Care Needs (LICN) grant program. We will work toward the mutual goals of providing expanded and coordinated delivery of supportive services to low-income, uninsured, and under-insured adults, as well as ensuring access to coordinated health, behavioral health, and associated support services for all Colusa County residents. To this end, each partner named below agrees to participate in the proposed activities, as funded by the County Medical Services Program (CMSP) Local Indigent Care Needs grant, in the following ways:

Glenn County Community Action Department

- Will oversee a Request for Proposal (RFP) in order to obtain consultant(s) with a healthcare specialization (focus) to assist in the planning and development of the County's CMSP LICN Implementation Application.
- Will oversee and assemble a Grant Planning Committee, which will meet regularly to provide guidance and direction through the RFP process and the planning and development of the CMSP LICN Implementation Application.
- Will contract with healthcare-focused consultant.
- Will conduct key informant interviews and consumer focus groups.
- Will work closely with contracted consultant to develop project design, logic model, and method for data collection and evaluation for the implementation application.
- Will coordinate all efforts necessary to comply with CMSP LICN Grant.

Colusa Indian Health Clinic

- Will provide guidance and assistance for the RFP process.
- Will provide stable representation to participate on the Grant Planning Committee and commit to consistent attendance and participation throughout the CMSP LICN grant term (3/1/2020 through 2/28/2021).
- Will act as an ambassador for the CMSP LICN planning grant by providing guidance and recommendations for key informant interviews and consumer focus groups.

3710 Highway 45, Colusa, CA 95932 Phone: (530) 458-5501 Fax: (530) 458-8660

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

- Will provide necessary data and information needed for the LICN Implementation application.

We, the undersigned, as authorizing representatives of Colusa Indian Health Clinic, through the Glenn County Community Action Department do hereby commit to supporting the Local Indigent Care Needs grant as described in this agreement.

By: _____
Lucy Hernandez,
Assistant Director
Glenn County Community Action Department

Date: 12/18/19

By: _____
Catrina Ross
Director of Clinic Operations
Colusa Indian Health Clinic

Date: 12-18-19

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

December 18, 2019

CMSP Governing Board
ATTN: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815

RE: Colusa County CMSP Local Indigent Care Needs (LICN) Grant

To Whom This May Concern:

This Letter of Commitment stands as evidence that the Ampla Health Clinic in Colusa County is committed to work together with Colusa County, through the Glenn County Community Action Department on both the planning and implementation of the Colusa County CMSP Local Indigent Care Needs (LICN) grant program. We will work toward the mutual goals of providing expanded and coordinated delivery of supportive services to low-income, uninsured, and under-insured adults, as well as ensuring access to coordinated health, behavioral health, and associated support services for all Colusa County residents. To this end, each partner named below agrees to participate in the proposed activities, as funded by the County Medical Services Program (CMSP) Local Indigent Care Needs grant, in the following ways:

Glenn County Community Action Department

- Will oversee a Request for Proposal (RFP) in order to obtain consultant(s) with a healthcare specialization (focus) to assist in the planning and development of the County's CMSP LICN Implementation Application.
- Will oversee and assemble a Grant Planning Committee, which will meet regularly to provide guidance and direction through the RFP process and the planning and development of the CMSP LICN Implementation Application.
- Will contract with healthcare-focused consultant.
- Will conduct key informant interviews and consumer focus groups.
- Will work closely with contracted consultant to develop project design, logic model, and method for data collection and evaluation for the Implementation application.
- Will coordinate all efforts necessary to comply with CMSP LICN Grant.

Ampla Health Clinic in Colusa

- Will provide guidance and assistance for the RFP process.
- Will provide stable representation to participate on the Grant Planning Committee and commit to consistent attendance and participation throughout the CMSP LICN grant term (3/1/2020 through 2/28/2021).
- Will act as an ambassador for the CMSP LICN planning grant by providing guidance and recommendations for key informant interviews and consumer focus groups.
- Will provide necessary data and information needed for the LICN Implementation application.

We, the undersigned, as authorizing representatives of Ampla Health and Colusa County, through the Glenn County Community Action Department do hereby commit to supporting the Local Indigent Care Needs grant as described in this agreement.

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

By: _____
Lucy Hernandez,
Assistant Director
Glenn County Community Action Department

Date: 12/18/19

By: _____
Cristina Rubio,
Clinic Lead
Ampla Health - Colusa

Date: 12-18-19

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

County of Colusa
Department of Behavioral Health

162 East Carson Street, Colusa, CA 95932 Phone: (530) 458-0520 Fax: (530) 458-7751

December 10, 2019

CMSP Governing Board
ATTN: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815

RE: Colusa County CMSP Local Indigent Care Needs (LICN) Grant

To Whom This May Concern:

This Letter of Commitment stands as evidence that Colusa County, through the Glenn County Community Action Department and the Colusa County Department of Behavioral Health are committed to work together on both the planning and implementation of the Colusa County CMSP Local Indigent Care Needs (LICN) grant program. We will work toward the mutual goals of providing expanded and coordinated delivery of supportive services to low-income, uninsured, and under-insured adults, as well as ensuring access to coordinated health, behavioral health, and associated support services for all Colusa County residents. To this end, each partner named below agrees to participate in the proposed activities, as funded by the County Medical Services Program (CMSP) Local Indigent Care Needs grant, in the following ways:

Glenn County Community Action Department

- Will oversee a Request for Proposal (RFP) in order to obtain consultant(s) with a healthcare specialization (focus) to assist in the planning and development of the County's CMSP LICN Implementation Application.
- Will oversee and assemble a Grant Planning Committee, which will meet regularly to provide guidance and direction through the RFP process and the planning and development of the CMSP LICN Implementation Application.
- Will contract with healthcare-focused consultant.
- Will conduct key informant interviews and consumer focus groups.
- Will work closely with contracted consultant to develop project design, logic model, and method for data collection and evaluation for the Implementation application.
- Will coordinate all efforts necessary to comply with CMSP LICN Grant.

Colusa County Department of Behavioral Health

- Will provide guidance and assistance for the RFP process.
- Will provide stable representation to participate on the Grant Planning Committee and commit to consistent attendance and participation throughout the CMSP LICN grant term (3/1/2020 through 2/28/2021).
- Will act as an ambassador for the CMSP LICN planning grant by providing guidance and recommendations for key informant interviews and consumer focus groups.
- Will provide necessary data and information needed for the LICN Implementation application.

We, the undersigned, as authorizing representatives of Colusa County, through the Glenn County Community Action Department and Colusa County Department of Behavioral Health do hereby commit to supporting the Local Indigent Care Needs grant as described in this agreement.

By: _____
Lucy Hernandez,
Assistant Director
Glenn County Community Action Department
Date: 12/11/19

By: _____
Terence Rooney, Ph.D
Director
Department of Behavioral Health
Date: _____

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

LICN-008

EXHIBIT D

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET

Grantee's Full Name:	GLENN COUNTY COMMUNITY ACTION DEPARTMENT
Grantee's Address:	GLENN COUNTY COMMUNITY ACTION DEPARTMENT 125 E. WALKER STREET ORLAND, CA 95963
Grantee's Executive Director/CEO: (Name and Title)	Christine Zoppi Director
Grantee's Phone Number:	530-934-6510
Grantee's Fax Number:	530-865-1001
Grantee's Email Address:	gccadadmin@countyofglenn.net
Grantee's Type of Entity: (List Nonprofit or Public)	Public
Grantee's Tax Id# [EIN]:	94-2254126

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: GLENN COUNTY COMMUNITY ACTION DEPARTMENT

By: Christine Zoppi
Title: Christine Zoppi, Executive Director
Date: 7-27-20

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

EXHIBIT E

USE OF GRANT FUNDS

1. Use of Grant Funds. Grantee shall use the Grant Funds solely for the purpose of performance of the Project.

2. Allowable Expenses. Grant Funds may be used to fund allowable expenses. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to allowable expenses. Allowable expenses must be *appropriate, necessary, reasonable and applicable to the Grant Program* and may include but are not limited to:

- Costs that comply with the limitations of the Grant Agreement as well as other applicable federal, state, and county laws and regulations
- Costs that are accounted for consistently and in accordance with generally accepted accounting principles
- Rental or purchase of necessary equipment, expansions of current facilities, and/or renovation/remodeling of current facilities
- Speaker fees for services rendered
- Purchase of supplies for scheduled training if the supplies are received and used during the budget period
- Food and non-alcoholic refreshments for scheduled training events up to $15 per individual total for the duration of the Project when justified as an integral and necessary part of a training event (i.e., a working meal where business is transacted)
- Food and non-alcoholic refreshments for client incentives up to $15 per individual total for the duration of the Project when justified as an integral and necessary part of the Project
- Gift Cards and Gas Cards or Vouchers up to $30 per client total for the duration of the Project when justified as an integral and necessary part of the Project
- Stipends for non-salary employees**
- Travel costs for both patients and staff. Travel shall be limited to the relevant days plus the actual travel time to reach the destination location by the most direct route and shall not include first class travel. Local mileage costs only may be paid for local participants. No per diems for meals or lodging shall be included.
- All or part of the reasonable and appropriate salaries and benefits of professional personnel, clerical assistants, editorial assistants, and other non-professional staff in proportion to the time or effort directly related to the Project

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

- Medical Supplies
- Conferences and trainings, including necessary recording of proceedings, simultaneous translation, and subsequent transcriptions
- IT Expenses

** All expenses must be comprised in a budget previously approved by Board staff.*
***Common stipend recipients include Clinical Interns, Volunteers or Community Partners.*

3. Unallowable Expenses. Grant Funds shall not be used to fund unallowable expenses. Grantee shall refund to the Board any Grant Funds expended for unallowable expenses. Unallowable expenses include but are not limited to:

- Alcohol
- Bad debt expenses
- Defense and prosecution expenses, including but not limited to prosecuting claims against the Board or defending or prosecuting certain criminal, civil or administrative proceedings and related legal fees and costs
- Entertainment costs (unless specifically written into the budget and approved by the Board), including costs of amusement, diversion, social activities, ceremonials, and related incidental costs, such as bar charges, tips, personal telephone calls, and laundry charges of participants or guests
- Fines and penalties
- Traffic citations, including but not limited to parking citations
- Fundraising or lobbying costs
- Advertising (unless specifically written into the budget and approved by the Board)
- Memorabilia or promotional materials
- Honoraria or other payments given for the purpose of conferring distinction or to symbolize respect, esteem, or admiration
- Goods or services for personal use, including automobiles housing and personal living expenses or services
- Per diem or expenses for participants in a scheduled training event
- Investment management fees
- Losses on other sponsored projects

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

- Lease/purchase of land, buildings, or new construction
- Firearms
- Signing and Retention Bonuses
- Membership dues, including but not limited to memberships in civic, community or social organizations, or dining or country clubs
- Direct legal fees and costs incurred in development and implementation of the Project provided by individuals who are not employees of Grantee.***

4. Determination of Allowable and Unallowable Expenses. It is recommended that expenses be included in Grantee's budget with sufficient detail and that such budget is approved by Board staff prior to expenditure or, alternatively, expenditures be otherwise approved by the Board staff prior to expenditure. The Board shall determine whether an expense is an allowable of unallowable expense as provided in this Agreement. The Board's determination shall be in its sole discretion and shall be conclusion.

****Such direct legal fees and costs that are both appropriate and reasonable may be included in Grantee's administrative and/overhead expenses directly attributed to the Project as set forth in Section 2.D of the Agreement.*

Attachment: CMSP_LICN_Agreement_Colusa_Final_COVIDupdate (6235 : Business Associate Agreement)

Colusa County LICN Planning Grant

Overview of LICN Program

Through the LICN Program, CMSP seeks to expand the delivery of locally directed indigent care services for low-income uninsured and under-insured adults that lack access to healthcare, behavioral health care, and associated support services in CMSP counties.
The principal goals of the LICN Program are to promote timely delivery of necessary medical, behavioral health and support services to locally identified target populations; link these populations to other community resources and support; and, improve overall health outcomes for these target populations.

LICN Planning Grant purpose:

The planning period will allow the Planning Grantee to gather and analyze internal and community-based data; consider strategies to address access challenges identified by their environmental scans; and ultimately create an Implementation Project that can be submitted for an Implementation Project Grant funding.

Term:

July 1, 2020 - June 30, 2021

LICN Implementation Grant

- Applications expected to be opening between November-February
- Up to $500,000 per year for up to a 3-year period (up to $1,500,000 total funding)
- Eligible applicants include CMSP counties and non-profit agency applicants with demonstrated capacity to create and manage a program involving multiple stakeholders.

Target Population:

Adults with complex health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services
Adults with health and/or behavioral health conditions released from incarceration

Questions to be answered:

1. We believe many clients enter our system with identified needs, but are not engaging in all needed services. We also specifically have undocumented community members who are not engaging in services. What inhibits these clients from engaging in services and how do we increase engagement?

2. How can innovation build capacity to provide easily navigated, more efficient, and comprehensive healthcare systems? What innovative methods or services approaches can be used to address needs and strengthen systems; partnerships, changes in job classifications, strengthening existing systems, volunteers/community health workers, telehealth, etc.?

3. How do we improve access to Behavioral Health services to clients with mild to moderate behavioral health challenges? What role do existing and new partnerships play? How might we embrace technology to meet his need in a rural community?

Attachment: Colusa County LICN Planning Grant-Summary for distribution (6235 : Business Associate Agreement)

Planning Committee

Purpose: to guide the planning grant process.

Answer the question: What are the factors impacting our target population's health outcomes?

- Serve as an Advisory Board that provides oversight and direction of planning and implementation activities. Involving the community in the planning phase increases the success of the program at implementation because community members know their environments and neighbors best, thereby are likely to know the most adequate method to approach a problem/generate a solution.
- Generate feedback of the planning process and engage in key decision- making. We want to ensure that we are on the correct path to plan for services that are accessible, useful, and beneficial to the community, from the community's perspective.
- Meet monthly to monitor and discuss progress. Monthly meetings are where key decisions will occur.
- Contribute a local perspective of community resources, barriers, and possibilities to overcome challenges to medical and social services. While we are aware of services that can be augmented, a stakeholder's perspective is invaluable when thinking through the details of how to deliver the service.
- Identify direct line staff to serve as Key Informants/ identify consumers to serve as Focus Group participants. As community residents, you may know others with experiences or perspectives that can contribute to the success of the program. It is important that we collect information from consumers and non-consumers to create a comprehensive foundation from which to build the program.
- Represent the community at large. Serve as advocates for residents and be liaisons of information from/to the community.
- Assist in the formulation of and approve the final planning grant.

Project Partners

- **Colusa County Department of Health and Human Services (DHHS):** DHHS will provide insight into program design, provide research data, attend grant planning committee meetings, assist with key informant interviews and focus groups, and provide guidance for implementation plan drafting. Social Services (SSD) and Public Health (PH) are divisions of DHHS. DHHS Public Health Nursing Manager will provide oversight and direction.
- **Colusa County Behavioral Health Department (BH):** BH will provide insight into program design, provide research data, attend grant planning committee meetings, and assist with implementation plan drafting.
- **Colusa Indian Health Clinic (CICH):** CICH is a medical clinic in Colusa County and will provide insight into program design, provide research data, and attend grant planning committee meetings(s).
- **Ampla Health of Colusa County (Ampla):** Ampla has two clinics in Colusa county and operated the Pat to Health program for Colusa County. Ampla will provide insight into program design, provide research data, and attend grant planning committee meeting(s).
- **Anthem Blue Cross (Anthem):** Anthem Blue Cross is one of the managed care providers in Colusa County. Anthem will provide insight into program design, provide equipment to test for implementation, train staff on equipment and current available telehealth services, and attend grant planning committee meeting(s).
- **Glenn Community Action Department (CAD):** The CAD Health and Wellness team will complete the day-to-day responsibilities for key tasks, including project management, consultant oversight, reporting meeting facilitation, community engagement, research and partner communication.
- **Gary Bess and Associates (GBA):** GBA are health care consultants that will provide the following: Comprehensive community needs assessment(primary and secondary data gathering and analyzing), implementation plan first draft, implementation plan second draft, dissemination of plan for stakeholder input, finalization of implementation plan and grant application, grant writing training workshop.

Attachment: Colusa County LICN Planning Grant-Summary for distribution (6235 : Business Associate Agreement)

Grant Planning Activities

Phase I

- Hire Consultant (Bess Consultants)
- Project Management training
- Grant development training
- Complete Memorandums of Understanding and contracts to support project
- Prepare detailed workplan and budget for planning

Complete Community Needs Assessment:

- Create Grant Planning Committee
- Key Informant Interviews with direct service employees
- Client/Consumer Focus Groups
- Compile research data report and present to Grant Planning committee

Phase II

Complete Implementation Grant application:

- Project Summary
- Implementation Program Grant Proposal Narrative
- Description of Proposed Project
- Organization and Staffing
- Logic model
- Data Collection and Reporting
- Budget and budget Narrative
- Letters of Commitment or Memorandums of Understanding
- Implementation Work Plan and Time line

Attachment: Colusa County LICN Planning Grant-Summary for distribution (6235 : Business Associate Agreement)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Behavioral Health**
FROM:	**Debbie Hickel**
SUBJECT:	**Agency Agreement with Tulare County Superintendent of Schools**

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

Detailed Description/Background of request

Behavioral Health is requesting to enter into an Agency Agreement with the Tulare County Superintendent of Schools (TCSS) through its program, the California Friday Night Live Partnership (CFNLP) for a maximum amount of $3,000 to support the implementation of underage drinking prevention or traffic safety promotion campaigns.

In order to receive this funding, Behavioral Health will have to deliver: 1.) the implementation of one comprehensive underage drinking prevention campaign over the course of the project term, 2.) participation in technical assistance calls with the CFNLP to support and ensure successful project implementation throughout the project term and 3.) ensure the Primary Prevention Substance Use Disorder Data System is up to date in accordance with reporting deadlines.

Behavioral Health is requesting that the Board grant the Director the authorization to sign the document. Debbie Hickel reached out to Tulare Superintendent of Schools requesting that they modify the Agreement to reflect the Board Chair rather than the Director. They stated since it has already been approved/signed on their end it would have to go back before their Board to amend which could delay the program even longer.

This Agreement would be retro to October 1, 2020 and will expire on September 30, 2021.

Prior Board Action

None

Fiscal Impact/Funding Source

$3,000 maximum amount paid to Colusa County for implementation of Program

Action for the Clerk

None.

ATTACHMENTS:

- Agreement with TCSS (PDF)

AGENCY AGREEMENT
between
COLUSA COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
and the
TULARE COUNTY SUPERINTENDENT OF SCHOOLS

For TCOE Office Use	
Vendor #	
Req. #	
PO #	
Contract #	210309

BACKGROUND: The Tulare County Superintendent of Schools through its program, the California Friday Night Live Partnership (collectively referred to as "CFNLP"), wishes to enter into an agreement with Colusa County Department of Behavioral Health (collectively referred to as CONTRACTOR) for a maximum amount of $3,000.00 to support the implementation of underage drinking prevention or traffic safety promotion campaign(s). The CFNLP has an agreement with the California Office of Traffic Safety (OTS) to administer project-based contracts.

TERM: This Agreement will become effective as of October 1, 2020 and will expire on September 30, 2021, unless otherwise terminated as provided in this Agreement.

SCOPE OF WORK: CONTRACTOR will deliver:

1. Implementation of 1 comprehensive underage drinking prevention campaign per site, over the course of the project term. The site that will implement this project is:
   i. Colusa County Youth Council
2. Participation in technical assistance calls with CFNLP, to support and ensure successful project implementation throughout the project term.
3. The Primary Prevention Substance Use Disorder Data System (PPSDS) must be up to date for each contracted site, in accordance with reporting deadlines.

SPECIFIC CONTRACT REQUIREMENTS:

1. CONTRACTOR must submit all products developed under this agreement such as identity/promotional items, brochures, printed materials, posters, etc., to the CFNLP for pre-approval for production of products. CFNLP reserves the right to withhold reimbursement for items not approved.
2. CONTRACTOR understands all work performed by CONTRACTOR under this agreement is deemed "work made for hire" (work) under the Copyright Act and CONTRACTOR assigns all rights, title and interest to CFNLP to any work product made, conceived, derived from, or reduced to practice by CONTRACTOR, OTS and which result directly or indirectly from this Agreement. CONTRACTOR acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the property of CFNLP.
3. OTS shall be and remain, without additional compensation, the owners of any and all rights, title, and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR, CFNLP and which result directly or indirectly from this Agreement. CONTRACTOR agrees to execute all papers and to perform such other proper acts as CFNLP may deem necessary to secure for CFNLP or its designee the rights herein assigned.
4. Funds provided through this contract shall not be budgeted or spent on capital improvements, equipment over $5,000, or entertainment.
5. Awards from this Request for Application (RFA) are valid and enforceable only if sufficient funds are made available from OTS for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature or any statute enacted by the State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not

Attachment: Agreement with TCSS (6240 : Tulare Superintendent of Schools)

appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.

6. Ensure that Friday Night Live Standards of Practice are utilized throughout all stages of the project.

BUDGET: $3,000.00

CONTRACTOR is eligible for up to $3,000.00 for work performed under this Agreement. Payments will be made when evidence is provided that all deliverables have been completed, on a project-by-project basis.

INVOICES: CONTRACTOR shall submit a final invoice upon the completion of deliverables. Invoices are due on or before ***OCTOBER 15, 2021***. CONTRACTOR shall send invoices by:

MAIL	EMAIL	FAX
TO: Tulare County Office of Education California Friday Night Live Partnership Attn: Azulie Wilson 6200 South Mooney Blvd., PO Box 5091 Visalia, California 93278-5091	azulie.wilson@tcoe.org	(559) 737-4231

PROGRESS TOWARD DELIVERY REPORTS: CONTRACTOR will provide quarterly Progress Toward Delivery Reports that include the activities that are outlined in the Scope of Work. CONTRACTOR must also report quarterly in the Primary Prevention Substance Use Disorder Data System (PPSDS) by the due dates outlined below. Failing to satisfactorily make progress toward deliverables may be cause for withholding payment and jeopardize the grant award. CFNLP will not make final payment until CONTRACTOR has submitted all work in a complete and acceptable form. Quarterly Progress Toward Delivery Report due dates are as follows:

Reporting Period 1: *October 1, 2020 – December 31, 2020*
REPORT DUE JANUARY 15, 2021

Reporting Period 2: *January 1, 2021 – March 31, 2021*
REPORT DUE APRIL 15, 2021

Reporting Period 3: *April 1, 2021 – June 30, 2021*
REPORT DUE JULY 15, 2021

Reporting Period 4: *July 1, 2021 – September 30, 2021*
FINAL REPORT DUE OCTOBER 15, 2021

MODIFICATIONS: Necessary changes or modifications to this Agreement, including adjustment of deliverable activities, can be made to this agreement by mutual written consent of both parties, provided changes are made **prior** to the execution of any activity.

INDEPENDENT CONTRACTOR STATUS: This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent CONTRACTOR. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of CFNLP. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of CFNLP. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and CFNLP shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed.

Attachment: Agreement with TCSS (6240 : Tulare Superintendent of Schools)

INDEMNIFICATION: CFNLP and CONTRACTOR shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of CFNLP or CONTRACTOR or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

NOTICES: Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Tulare County Office of Education
California Friday Night Live Partnership
Attn: Azulie Wilson
6200 South Mooney Blvd., PO Box 5091
Visalia, CA 93278-5091
Fax: 559-737-4231
Confirmation of Receipt: 559-733-6496

Colusa County Department of Behavioral Health
Attn: Kevin Shields
162 E. Carson St.
Colusa, CA 95932
Confirming No: 530-458-0826

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

TERMINATION: This Agreement may be terminated by either party with or without cause at any time by providing thirty (30) days advance written notice to the other party.

RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the designated public and private auditors of CFNLP and to their agents and representatives, for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

INSURANCE: Prior to approval of this Agreement by CFNLP, CONTRACTOR shall file with the Tulare County Superintendent of Schools evidence of the required insurance as set forth in Exhibit A attached.

CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

GOVERNING LAW: This Agreement is to be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Tulare County, California.

Attachment: Agreement with TCSS (6240 : Tulare Superintendent of Schools)

WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court, or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts as may be reasonably required to affect the purposes of this Agreement.

ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. CFNLP, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to CFNLP pursuant to this Agreement with other employees where CFNLP is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude CFNLP from terminating this Agreement with or without cause as provided for in this agreement.

ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, CFNLP is relying on the personal skill, expertise, training, and experience of CONTRACTOR and CONTRACTOR's employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CFNLP.

DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement or the breach of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator will be mutually selected by the parties, but in case of disagreement, the mediator will be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator will be split equally by the parties, otherwise, each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute. We hereby agree to this Agreement and certify that the agreements made here will be honored.

MEDIA REQUIRMENTS: The following requirements are for grant-related activities:

1. Send all grant-related activity press releases, media advisories, alerts and general public materials to the CFNLP at kellieg@tcoe.org.
2. If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the CFNLP (kellieg@tcoe.org) should be copied at the same time as the release is distributed to the press.

Attachment: Agreement with TCSS (6240 : Tulare Superintendent of Schools)

3. If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the CFNLP for approval. Optimum lead-time would be 14 days prior to the release distribution date, but should be no less than 8 working days prior to the release distribution date. This is because the CFNLP has to obtain approval from OTS.
4. **Use the following standard language in all press, media, and printed materials:** "*Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.*"
5. Email the CFNLP at least 40 days in advance, a short description of any significant grant-related event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
6. Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the CFNLP at kellieg@tcoe.org for approval 18 days prior to the production or duplication.
7. Space permitting, include the OTS logo, on grant-funded print materials; consult the CFNLP for specifics and format-appropriate logos.
8. Contact the CFNLP, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

SIGNATURES:

11/19/2020

Tim A. Hire,
Tulare County Superintendent of Schools

Date

12/1/2020

Terence Rooney, Director
Colusa County Department Behavioral Health

Date

Attachment: Agreement with TCSS (6240 : Tulare Superintendent of Schools)

EXHIBIT A

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his/her agents, representatives, employees or subcontractors, if applicable.

A. MINIMUM SCOPE & LIMITS OF INSURANCE

1. Coverage at least as broad as Commercial General Liability Insurance of $1,000,000 combined single limit per occurrence. If the annual aggregate applies, it must be no less then $2,000,000. (Applies to all contracts.)

2. Comprehensive Automobile Liability Insurance (if applicable) of $1,000,000 per occurrence. (Applies when the contractor will be using an automobile to provide the services outlined in the contract.)

3. Workers' Compensation and Employer's Liability Insurance as required by law. (Applies to any business with employees.)

4. Professional Errors and Omissions Insurance of $1,000,000. (Applies to architects, doctors, dentists, attorneys, and other contractors in similar professions.)

B. SPECIFIC PROVISIONS OF THE CERTIFICATE

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance, and Professional Errors and Omissions Insurance must meet the following requirements:

   a. Name the SUPERINTENDENT, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.

   b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by SUPERINTENDENT shall be excess.

   c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the SUPERINTENDENT.

Attachment: Agreement with TCSS (6240 : Tulare Superintendent of Schools)

2. The Certificate of Insurance for Workers Compensation, must include the following waiver of subrogation:

   a. Waiver of Subrogation. CONTRACTOR waives all rights against the SUPERINTENDENT and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The SUPERINTENDENT Risk Manager must approve any deductible or self-insured retention that exceeds $100,000.

D. ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the SUPERINTENDENT'S Risk Manager or designee.

E. VERIFICATION OF COVERAGE

Prior to approval of this Agreement by the SUPERINTENDENT, the CONTRACTOR shall file with the SUPERINTENDENT, certificates of insurance with original endorsements effecting coverage in a form acceptable to the SUPERINTENDENT. The SUPERINTENDENT reserves the right to require certified copies of all required insurance policies at any time.

Attachment: Agreement with TCSS (6240 : Tulare Superintendent of Schools)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Appointment to Princeton Cemetery District**

Reappoint Tina Gordon to the Princeton Cemetery District effective January 10, 2021 through January 9, 2025. (Applications 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, 2021.

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 18, 2019.

Prior Board Action

Ms. Gordon was last appointed January 10, 2017.

Fiscal Impact/Funding Source

None.

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 from 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@countyofcolusa.org

Office Use Only
Date Stamp

RECEIVED
DEC 02 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

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

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
Tina Gordon	6936 Spencer Rd PO Box 329

CITY:	PHONE:	E-MAIL:
Princeton	530 682-1570	gordonsandgordonsfarms@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 from Tina Gordon (6242 : Appointment to Princeton Cemetery District)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Appointment to the Colusa County Groundwater Commission**

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

Detailed Description/Background of request

Mr. Dormer and Mr. LaGrande both submitted an application for reappointment. Both applicants meet the requirements set by the Rules and Bylaws of the Colusa County Groundwater Commission. Notice of this term expiration was posted in the Pioneer Review on December 18, 2019 pursuant to the Government Code Section 54970-54974 (Maddy Act).

Prior Board Action

Both applicants were last appointed on June 13, 2017.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter and oath to both applicants and a copy to Mary Fahey.

ATTACHMENTS:

- Application from Matt LaGrande (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
NOV 30 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa Ground Water Commission

NAME OF APPLICANT:
MATT James LaGRANDE

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
5909 Myers Road
P.O. Box 820 Williams Ca 95987

CITY: Williams

PHONE: 530-682-9939

E-MAIL: mattlagrande@frontiernet.net

SUPERVISORIAL DISTRICT: (Circle One. If you do not know your Supervisorial District please note, or list your County Supervisor's name.)

1 ☐ 2 ☐ 3 ☑ 4 ☐ 5 ☐ **Notes:**

LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

Incumbent!

Office Use Only:
APPOINTED ☐ TERM DATE:_____
☐ FILLING UNEXPECTED VACANCY
NOT APPOINTED ☐ NOTES:_____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: Application from Matt LaGrande (6245 : Appointment to the Colusa County Groundwater Commission)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Fourth Modification to Contract PC15-052**

Approve Fourth Modification to Contract PC15-052 with **Hurst+Brooks+Espinosa, LLC** to provide consulting and advocacy services, effective November 23, 2020.

Detailed Description/Background of request

On November 23, 2015, the County entered into a contract with Hurst+Brooks+Espinosa, LLC (PC15-052) to provide consulting and advocacy services to identify priority issues for Colusa County. The contract has been modified three times to extend the term (PC16-078, PC18-004 and C18-189).

The contract expired on November 24, 2020, however the contractor has continued to perform work under the terms and conditions of the agreement. The Department is requesting to extend the term through November 23, 2023

Prior Board Action

C18-189

Fiscal Impact/Funding Source

Budgeted (00101-1011-53180) Not to exceed $10,000 per fiscal year

Action for the Clerk

Please obtain signatures and send to:
Hurst Brooks Espinosa, LLC
Attn: Jean Kinney Hurst
1127 11th St., Ste 805
Sacramento, CA 95814

ATTACHMENTS:

- Fourth Mod to Contract PC15-052 (DOCX)
- PC15-052 Hurst Brooks Espinosa LLC (PDF)
- PC16-078 Hurst, Brooks, Espinosa, LLC (PDF)
- PC18-004 Hurst, Brooks, Espinosa, LLC (PDF)
- C18-189 HurstBrooksEspinosa- 3rd Modification (PDF)

C___-_____

Fourth Modification of Contract PC15-052 for Consulting and Advocacy Services

This Fourth Modification of Contract PC15-052 for Consulting and Advocacy Services is between County of Colusa (County), a political subdivision of the State of California, and Hurst+Brooks+Espinosa, LLC (Contractor), a California limited liability company.

Background

On November 23, 2015, the parties executed contract PC15-052 to provide consulting and advocacy services to identify priority issues for the County ("Contract").

On November 22, 2016, the parties executed the First Modification (PC16-078) to extend the term.

On November 22, 2017, the parties executed the Second Modification (PC18-004) to extend the term.

On November 13, 2018, the parties executed the Third Modification (C18-189) to extend the term through November 23, 2020.

The contract expired on November 24, 2020, however the contractor has continued to perform work under the terms and conditions of the agreement.

The parties now wish to extend the term.

Modification

The parties agree to modify the Contract effective November, 23, 2020, as follows:

1. Section 2, Term, of the contract is modified to extend the contract through November 23, 2023, in an amount not to exceed $10,000 per fiscal year.

SIGNATURES FOLLOW ON PAGE 2

Attachment: Fourth Mod to Contract PC15-052 (6262 : Approve Fourth Modification to Contract PC15-052)

C___-_____

COUNTY OF COLUSA

_____Date:_____
, Board Chair

HURST+BROOKS+ESPINOSA, LLC

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Ann Nordyke, Deputy

Attachment: Fourth Mod to Contract PC15-052 (6262 : Approve Fourth Modification to Contract PC15-052)

PC 15-052

Consulting and Advocacy Services Contract

This Consultancy and Advocacy Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Hurst + Brooks + Espinosa, LLC ("Contractor"), a California Limited Liability Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with consulting and advocacy services related to identifying priority issues for Colusa County, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin upon the dated executed, and continue for a one 1 year period.

3. **Compensation:** County will pay Contractor compensation of $125.00 per hour not to exceed $10,000.00 annually. County will also reimburse Contractor for pre-approved travel expenses and reasonable and necessary expenses (copying services, express mail, etc.) incurred in the performance of services for County. Compensation will be paid in accordance with paragraph 4, Method of Payment. Total compensation under this Contract, including reimbursement of expenses, shall not exceed $10,000.

   When compensating Contractor for mileage, compensation will be paid in accordance with the current Internal Revenue Service mileage charges. Contractor shall provide County with a detailed mileage report to include the dates of travel, the times of travel, and the starting and ending locations.

4. **Method of Payment:** Contractor shall submit monthly billing statements to County for services rendered during the month, and any allowable expenses incurred. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. **Invoices shall:**
      1) Be prepared on Contractor's letterhead.
      2) Bear Contractor's name as shown on the contract.
      3) Bear the contract number.
      4) Itemize the costs incurred.
      5) Include a summary of the services provided.
      6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

RECEIVED
NOV 18 2015
CENTRAL

Attachment: PC15-052 Hurst Brooks Espinosa LLC (6262 : Approve Fourth Modification to Contract PC15-052)

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

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

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's

Attachment: PC15-052 Hurst Brooks Espinosa LLC (6262 : Approve Fourth Modification to Contract PC15-052)

objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

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

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

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

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

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

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

Attachment: PC15-052 Hurst Brooks Espinosa LLC (6262 : Approve Fourth Modification to Contract PC15-052)

contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

11. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

12. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice,

Attachment: PC15-052 Hurst Brooks Espinosa LLC (6262 : Approve Fourth Modification to Contract PC15-052)

demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Colusa County Administrative Office
547 Market Street, Suite 102
Colusa, CA 95932

If to Contractor:
Hurst Brooks Espinosa, LLC
Attn: Jean Kinney Hurst
1127 11th Street, Suite 805
Sacramento, CA 95814

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

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

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

Attachment: PC15-052 Hurst Brooks Espinosa LLC (6262 : Approve Fourth Modification to Contract PC15-052)

B. By both parties without cause upon thirty (30) days written notice of termination.

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

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

A. Attachment "A" Proposal for Professional Consulting and Advocacy Services

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 23rd day of NOVEMBER, 2015.

COUNTY OF COLUSA

Robert J. Muszar, Purchasing Agent

CONTRACTOR

Signature

Elizabeth Espinosa, Hurst Brooks Espinosa LLC
Printed Name and Title

APPROVED AS TO FORM

11/23/2015
Marcos A. Kropf, County Counsel

Attachment: PC15-052 Hurst Brooks Espinosa LLC (6262 : Approve Fourth Modification to Contract PC15-052)

PC 15-052

ATTACHMENT A

Proposal for Professional Consulting and Advocacy Services
Hurst Brooks Espinosa, LLC

Scope of Service:

1. **Strategic Advice**. Work with the Board of Supervisors, County Administrative Officer, and designated staff to identify priority issues for the County. Develop strategic approaches to help facilitate resolution to County priority issues. Assist the County in securing meetings and preparing for meetings and interactions with state officials. Develop supportive materials, such as letters, talking points, or other follow-up, as needed.

2. **State Legislative and Budget Advocacy**.
   - Advocate for Colusa County priorities before the state Legislature and Administration, including seeking funding and other assistance for the development of Sites Reservoir.
   - Assist the county in identifying legislative issues, including drafting of a legislative platform.
   - Testify on priority bills and budget issues before the state Legislature.
   - Provide timely written analysis of the January and May state budget releases and identify issues and opportunities for Colusa County.
   - Provide written updates on policy and political issues of interest, including state ballot measures.
   - Present to the Board of Supervisors on priority budget, regulatory, and legislative issues.

3. **Training**. Provide informal or formal training on priority policy issues, including 1991 and 2011 Realignment localized for specific Colusa County impacts, to County officials and/or staff.

Fees: We bill $250/hour, but would be amenable to identifying a monthly retainer. These services can be scaled depending on the County's needs.

Attachment: PC15-052 Hurst Brooks Espinosa LLC (6262 : Approve Fourth Modification to Contract PC15-052)

First Modification of Contract PC15-052 for Consulting and Advocacy Services

This First Modification of Contract PC15-052 for consulting and advocacy services is between Colusa County ("County"), a political subdivision of the State of California, and Hurst + Brooks + Espinosa, LLC (Contractor), a California Limited Liability Corporation.

Background

On November 23, 2015, the parties executed Contract PC15-052 ("Contract") to provide the County with consulting and advocacy services related to identifying priority issues for Colusa County for one year.

The parties now want to modify the Contract to extend the term of the Contract one year.

Modification

The parties agree to modify the Contract effective November 22, 2016, as follows:

1. Section 2, Term, of the Contract is modified to extend the Contract through November 23, 2017.

By _____
WENDY G. TYLER, Purchasing Agent
for
the County of Colusa

CONTRACTOR

_____
Signature

Jean Kinney Hurst, Partner
Printed Name and Title

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

Attachment: PC16-078 Hurst, Brooks, Espinosa, LLC (6262 : Approve Fourth Modification to Contract PC15-052)

Second Modification of Contract PC15-052 for Consulting and Advocacy Services

This Second Modification of Contract PC15-052 for consulting and advocacy services is between Colusa County ("County"), a political subdivision of the State of California, and Hurst + Brooks + Espinosa, LLC (Contractor), a California Limited Liability Corporation.

Background

On November 23, 2015, the parties executed contract PC15-052 ("Contract") to provide the County with consulting and advocacy services related to identifying priority issues for Colusa County for one year.

On November 16, 2016, the parties executed the First Modification PC16-078 by extending the term to November 23, 2017.

The parties now want to modify the contract to extend the term.

Modification

The parties agree to modify the contract effective November 22, 2017, as follows:

1. Section 2, Term, of the contract is modified to extend the contract through November 23, 2018.

COUNTY OF COLUSA

Date: 12/7

Wendy G. Tyler, Purchasing Agent

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

HURST+BROOKS+ESPINOSA, LLC

Date: 12/19/17

Attachment: PC18-004 Hurst, Brooks, Espinosa, LLC (6262 : Approve Fourth

C 18-189

Third Modification of Contract PC15-052 for Consulting and Advocacy Services

This Third Modification of Contract PC15-052 for consulting and advocacy services is between Colusa County ("County"), a political subdivision of the State of California, and Hurst + Brooks + Espinosa, LLC (Contractor), a California Limited Liability Corporation.

Background

On November 23, 2015, the parties executed contract PC15-052 ("Contract") to provide the County with consulting and advocacy services related to identifying priority issues for Colusa County for one year.

On November 22, 2016, the parties executed the First Modification PC16-078 by extending the term through November 23, 2017.

On November 22, 2017, the parties executed the Second Modification PC18-004 by extending the term through November 23, 2018

The parties now want to modify the contract to extend the term.

Modification

The parties agree to modify the contract effective November 13, 2018, as follows:

1. Section 2, Term, of the contract is modified to extend the contract through November 23, 2020 in an amount not to exceed $10,000 per fiscal year.

COUNTY OF COLUSA

Date: 11/13/18

Gary J. Evans, Chairman

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

Melissa Kitts, Clerk

HURST+BROOKS+ESPINOSA, LLC

Date: 11/19/18

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: C18-189 HurstBrooksEspinosa- 3rd Modification (6262 : Approve Fourth Modification to Contract PC15-052)

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler,
Clerk to the Board
of Supervisors

Ann Nordyke,
Chief Deputy Clerk
to the Board

Patricia Rodriguez
Deputy Clerk
to the Board

Melissa Kitts
Deputy Clerk
to the Board

SUPERVISORS
District I

John D. Loudon,
District II

Kent S. Boes,
District III,
Vice-Chair

Gary J. Evans,
District IV,
Chair

Denise J. Carter,
District V

November 15, 2018

Hurst+Brooks+Espinosa
Attns: Elizabeth Espinosa
1127 11th Street, Suite 805
Sacramento, CA 95814

RE: **Colusa County Contract C18-189**

Dear Ms. Espinosa,

The Colusa County Board of Supervisors approved the above mentioned contract at their meeting held on November 13, 2018. Enclosed you will find two (2) duplicate original contracts for signature. Please have the enclosed contracts signed, retain one original for your records and return the remaining original to this office using the envelope provided.

To the extent that the contract contains an insurance provision, please ensure that evidence of coverage is provided to this office pursuant to the terms of the contract.

Should you have any questions regarding the contract please contact Purchasing and Procurement at (530) 458-0437.

Sincerely,

Melissa Kitts
Deputy Clerk to the Board

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735 ✦
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.org

Attachment: C18-189 HurstBrooksEspinosa- 3rd Modification (6262 : Approve Fourth Modification to Contract PC15-052)

C18-189

3.8.e

HURSBRO-01

CRYAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2020

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

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

PRODUCER	CONTACT NAME: Cary Ryan
Teague Insurance Agency, Inc. 4700 Spring St., #400 La Mesa, CA 91942-0275	PHONE (A/C, No, Ext): (619) 668-2375 FAX (A/C, No): E-MAIL ADDRESS: cryan@teagueins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Ins.	25895
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hurst Brooks Espinosa, LLC
1127 Eleventh Street, Ste 805
Sacramento, CA 95814

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CX1552363D	1/26/2020	1/26/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Hired/Nonowned						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ERRORS OMMISSIO	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CX1552363D	1/26/2020	1/26/2021	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			XL1565049D	3/4/2019	3/4/2020	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof. Liability			CX1552363D	1/26/2020	1/26/2021	Each Claim	1,000,000
A	Prof. Liability			CX1552363D	1/26/2020	1/26/2021	Annual Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Colusa, its elected or appointed officers, officials, employees, agents or volunteers are included as additional insured for ongoing operations, with primary and non-contributory language and waiver of subrogation, with respects to general liability, per attached forms.

RECEIVED
FEB 03 2020

CERTIFICATE HOLDER

Colusa County Administrative Office
Robert Muszar
547 Market St. Suite102
Colusa, CA 95932

COUNTY OF COLUSA
BOARD OF SUPERVISORS

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Cary Ryan

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Attachment: C18-189 HurstBrooksEspinosa- 3rd Modification (6262 : Approve Fourth Modification to Contract PC15-052)

POLICY NUMBER: CX 1552363D

BUSINESSOWNERS
BP 04 48 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

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

Effective Date: 01/26/2020
THE COUNTY OF COLUSA AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS OR VOLUNTEERS

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

The following is added to Paragraph C. Who is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

Attachment: C18-189 HurstBrooksEspinosa- 3rd Modification (6262 : Approve Fourth Modification to Contract PC15-052)

UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

AMENDMENT OF OTHER INSURANCE CONDITION: PRIMARY AND NON-CONTRIBUTORY - DESIGNATED PERSON OR ORGANIZATION

Schedule

Name of Person or Organization:

Effective Date: 01/26/2020

THE COUNTY OF COLUSA AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS OR VOLUNTEERS

1127 ELEVENTH ST STE 805
SACRAMENTO, CA 95814

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement

SECTION III - COMMON POLICY CONDITIONS paragraph H. Other Insurance is amended by the addition of the following:

This insurance is primary and non-contributory as respects our coverage for the person or organization named in the Schedule. We will not seek contribution from any other insurance policy available to the person or organization named in the Schedule for "bodily injury", "property damage" or "personal and advertising injury" covered under this policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Attachment: C18-189 HurstBrooksEspinosa- 3rd Modification (6262 : Approve Fourth Modification to Contract PC15-052)

POLICY NUMBER: CX 1552363D

BUSINESSOWNERS
BP 04 97 01 06

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person Or Organization:

Effective Date: 01/26/2020
THE COUNTY OF COLUSA AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS OR VOLUNTEERS

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

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ISO Properties, Inc., 2004

Attachment: C18-189 HurstBrooksEspinosa- 3rd Modification (6262 : Approve Fourth Modification to Contract PC15-052)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Third Modification to Agreement C16-060**

Approve Third Modification to Agreement C16-060 with **Sites Project Authority** to occupy County owned property located at 122 Highway 99 in Maxwell, CA, retroactive to June 30, 2018.

Detailed Description/Background of request

On May 3, 2016, the County entered into an agreement with the Sites Project Authority (C16-060) to occupy a large portion of the former Wells Fargo Building in Maxwell as their central headquarters. Since that time the agreement has been modified twice (C16-202 and C17-056) extending the term.

It has come to the attention of the Department that the agreement expired on June 30, 2018. After reaching out to the CAO and County Counsel, it was advised by Counsel that if the County did not wish to make any other changes to the agreement, other than the term, a retroactive modification to June 30, 2018, would be the easiest solution. Therefore, the Department is requesting a Third modification to extend the term retroactively from June 30, 2018 through June 30, 2021.

Prior Board Action

C16-060, C16-202 & C17-056

Fiscal Impact/Funding Source

None

Action for the Clerk

Please obtain signatures and send to:
Sites Project Authority
Attn: Jerry Brown, Executive Director
122 Highway 99W
Maxwell, CA 95955

ATTACHMENTS:

- Third Mod to C16-060 (DOCX)
- C16-060 Facility Use License Agreement with Sites Project Authority(PDF)

- C16-202 Sites Project Authority - 1st Modification (PDF)
- C17-056 Sites Project Authority - Second Modification (PDF)

C___-_____

Third Modification of Agreement C16-060 for Facility Use License Agreement

This Third Modification of Agreement C16-060 for Facility Use License Agreement is between County of Colusa (County), a political subdivision of the State of California, and Sites Project Authority (Licensee), a joint powers authority.

.

Background

On May 3, 2016, the parties executed Agreement C16-060 for the terms and conditions for a licensee to occupy property owned by County located at 122 Highway 99, Maxwell, CA ("Agreement").

On December 13, 2016, the parties executed a First Modification (C16-202) extending the term through April 30, 2017.

On April 18, 2017, the parties executed a Second Modification (C17-056) extending the term through June 30, 2018.

The parties now want to modify the Agreement to extend the term.

Modification

The parties agree to modify the Agreement retroactive to June 30, 2018, as follows:

1. Section 2, Term, of the Agreement is modified to extend the term of the license agreement to June 30, 2021.

COUNTY OF COLUSA

_____Date:_____
, Board Chair

SITES PROJECT AUTHORITY

_____Date:_____
Jerry Brown, Executive Director

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Ann Nordyke, Deputy

Attachment: Third Mod to C16-060 (6263 : Approve Third Modification to Agreement C16-060)

C___-_____

C16-060

Facility Use License Agreement with Sites Project Authority

This Facility Use License Agreement (License) is between the County of Colusa, a political subdivision of the State of California (County), and the Sites Project Authority (Licensee), a joint powers authority.

Recitals

A. County owns a commercial building at located 122 Highway 99 in Maxwell, California, which is at the north-west corner of Olive Street and Old Highway 99W and identified by assessor parcel number ~~001-033-022~~ 013-033-022 JCW (Facility).

B. A portion of the Facility is subject to an Automatic Teller Machine ("ATM") lease agreement between the County and Wells Fargo Bank, N.A. ("Bank").

C. Approximately 175 square feet of the Facility is utilized by the County as a Sheriff's substation.

E. County, who is a member of the Sites Project Authority, wants to put the Facility to a beneficial use for the community and the region.

F. Licensee wants to use that portion of the Facility, not used by the County as a substation or subject to the ATM lease agreement, for its headquarters.

License

1. **License:** Excluding the space used by the County as the Sheriff's substation and the space subject to the ATM lease, the County grants to Licensee a license to enter the Facility and use it for the sole purpose of conducting its ordinary and customary business. Licensee shall not be permitted to use Facility for any purpose other than as expressly provided for in this License. Licensee shall comply with all local, state, and federal laws and regulations while occupying and using the Facility.

   A. No interest of any kind in the real property is conveyed to Licensee by this License.

   B. This license is an exclusive license; however County shall retain control and ownership of the Facility. The County may, with 48 hours notice to Licensee, enter the Facility for the purpose of inspection of the Facility.

   C. The license is personal to Licensee, and may not be transferred or assigned.

   D. Licensee shall not obstruct access to the ATM in any manner, at any time, and shall not prevent Bank customers from using the ATM or parking areas in common with the Facility.

Attachment: C16-060 Facility Use License Agreement with Sites Project Authority (6263 : Approve Third Modification to Agreement C16-060)

2. **Term:** The License shall begin on May 1, 2016, and shall terminate on October 31, 2016.

3. **Fee:** There is no fee for the license to use the Facility.

4. **Indemnification:** Licensee shall defend, indemnify, and hold the County and its officers, agents, employees and volunteers (collectively, "County Parties") harmless against all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, liens, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to Licensee's use of the Facility, or any act, error, omission, or negligence of Licensee, its agents, servants, officers, directors, members, employees, or guests.

5. **Insurance:** Licensee, at its own cost, agrees to maintain, for the duration of this License, the following insurance policies:

   A. **General Liability Coverage:** Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage.

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

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

      2) Providing that Licensee's insurance shall be the primary insurance as respects County. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Licensee's insurance;

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

      4) Providing that the insurer waives all rights of subrogation against County;

      5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

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

Attachment: C16-060 Facility Use License Agreement with Sites Project Authority (6263 : Approve Third Modification to Agreement C16-060)

Attachment: C16-060 Facility Use License Agreement with Sites Project Authority (6263

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

6. **Waste:** Licensee shall not commit, suffer, or permit the commission by others or itself of any waste or nuisance at the Facility. Licensee shall maintain and leave the Facility in a neat, clean and sanitary condition upon termination of this License.

A. Licensee shall be liable to County for any loss or damage to the Facility arising from, or in connection with, the use of the Facility by the Licensee or any of its officers, agents, employees, members, or participants.

B. Licensee shall be responsible for all costs incurred by County to clean or repair the Facility after Licensee's use.

C. Licensee shall not make any alterations to Facility without the express written permission of the County.

D. Licensee shall not use or keep at the Facility any kerosene, gasoline or flammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by the County. No weapons, explosives or fireworks of any kind shall be brought onto or used upon the Facility.

E. Smoking is not allowed in the Facility, or within 50 feet of any doors or windows.

7. **Janitorial Services:** Licensee shall obtain, at its own cost, janitorial services to provide at a minimum for cleaning of the Facility to include but not limited to the common areas and restrooms. This shall include provision of all restroom supplies (e.g. soap, paper towels, and toilet tissue.)

8. **Utilities:** County shall pay for all utilities except for trash removal, and Licensee shall obtain and pay for trash removal services.

9. **Controlling Law Venue**: This License is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

10. **Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed

Attachment: C16-060 Facility Use License Agreement with Sites Project Authority (6263 : Approve Third Modification to Agreement C16-060)

communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Wendy G. Tyler, CAO
County of Colusa
547 Market Street, Suite 110
Colusa, California 95932
Telephone: 530-458-0437

If to Licensee:
Jim Watson, General Manager
Sites Joint Powers Authority
122 Highway 99W
Maxwell, California 95955

11. **Entire License:** This License constitutes the complete and exclusive statement of agreement between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this License.

12. **Amendments:** This License may be modified or amended only by a written document executed by both parties and approved as to form by the County Counsel.

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

14. **Execution:** This License may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

15. **Termination:** This license may be terminated:

A. Immediately for cause if either party violates the terms or provision of this License; or

either party dcw

B. By ~~the County~~ with 30 days written notice.

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

SIGNATURES FOLLOW ON PAGE 5

IN WITNESS WHEREOF, the parties have caused this License to be executed on this 3rd day of May, 2016.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

LICENSEE

Signature 5/27/2016

James C. Watson General Manager
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By
Michelle Ponse, Deputy

Attachment: C16-060 Facility Use License Agreement with Sites Project Authority (6263 : Approve Third Modification to Agreement C16-060)

FIRST MODIFICATION TO FACILITY USE LICENSE AGREEMENT WITH SITES PROJECT AUTHORITY

This First Modification of license agreement C16-060 (agreement) is between the County of Colusa ("County"), a political subdivision of the State of California and the Sites Project Authority ("Licensee"), a joint powers authority.

Background

On May 3, 2016, the parties entered into an agreement (C16-060) to set forth the terms and conditions for a licensee to occupy property owned by County located at 122 Highway 99 in Maxwell, California.

The parties now wish to modify extend the term of the license to provide additional time for Licensee to occupy the premises.

Modification

The parties agree to modify licenses agreement C16-060, effective December 13, 2016 as follows:

1. Section 2, Term, of the agreement is modified to extend the term through April 30, 2017.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

LICENSEE

2017 Feb 24

James C. Watson, General Manager

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Melissa Kitts

Melissa Kitts, Deputy Clerk

Attachment: C16-202 Sites Project Authority - 1st Modification (6263 : Approve Third Modification to Agreement C16-060)

C17-056

Second Modification of
Facility Use License Agreement C16-060 with Sites Project Authority

This Second Modification of License Agreement C16-060 (Agreement) is between the County of Colusa (County), a political subdivision of the State of California, and the Sites Project Authority (Licensee), a joint powers authority.

Background

On May 3, 2016, the parties entered into an Agreement (C16-060) to set forth the terms and conditions for a licensee to occupy property owned by County located at 122 Highway 99 in Maxwell, California.

On December 13, 2016, the parties executed a first modification to the Agreement (C16-060) by extending the term through April 30, 2017.

The parties now want to modify the Agreement to extend the term.

Modification

The parties agree to modify the Agreement effective April 18, 2017, as follows:

1. Section 2, Term, of the Agreement is modified to extend the term of the license agreement to June 30, 2018.

COUNTY OF COLUSA

Date: 4/18/17
Gary J. Evans, Board Chair

SITES PROJECT AUTHORITY

Date: 5/15/2017
Signature

James C. Watson, General Manager

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by For Ann Nordyke, Deputy

Attachment: C17-056 Sites Project Authority - Second Modification (6263 : Approve Third Modification to Agreement C16-060)

Second Modification
to SHS JPA Facility Use
License Agreement.

Purchasing + Procurement

COUNTY OF COLUSA, CA 3.10

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Purchase of Dell PowerEdge R6515 Server**

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

Detailed Description/Background of request

The current Department of Public Works (DPW) main server is 12 years old and has reached end of life with discontinued support from Dell. This server hosts the cost allocation accounting application information and data for DPW core operations. The replacement server is being purchased with five years of hardware and software support and has the capability to expand with more disk space and memory if needed.

After reviewing the quote from SHI International Corp. utilizing CMAS contract #3-19-70-2905D, IT has recommended purchasing the Dell PowerEdge R6515 Server in the amount of $10,050.43.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (00110-3010-57111) Not to exceed $10,050.43

Action for the Clerk

Please have Purchasing Agent sign Purchase Order and return to Angela to process order

ATTACHMENTS:

- SHI Quote-19782426 (003) (PDF)
- PO 301001052021 DPW Server (XLS)

Pricing Proposal
Quotation #: 19782426
Created On: 12/4/2020
Valid Until: 1/7/2021

County of Colusa

Angela Gross
547 Market Street
Colusa, CA 95932
United States
Phone: (530) 458-0437
Fax:
Email: angross@countyofcolusa.com

Inside Account Executive

Zack Donnenberg
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-317-6990
Fax: 732-564-3099
Email: Zack_Donnenberg@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	PowerEdge R6515 CTO Dell - Part#: 3000074896867.1 Contract Name: California Multiple Award Schedule (CMAS) Contract #: 3-19-70-2905D **Note:** CTO - Lead Time 4-5 weeks	1	$9,371.03	$9,371.03

Subtotal	$9,371.03
Shipping	$0.00
*Tax	$679.40
Total	$10,050.43

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: SHI Quote-19782426 (003) (6269 : Approve Purchase of Dell PowerEdge R6515 Server)

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

Purchase Order No.
301001052021

PURCHASE ORDER

VENDOR	SHI Corp.
NAME	Zack Donnenberg
ADDRESS	290 Davidson Ave.
	Somerset, NJ 08873
PHONE	732.317.6990 FAX

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing
ADDRESS	547 Market St. Ste. 110 Colusa, CA 95932
PHONE	530.458.0437
DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St. Ste. 110 Colusa, CA 95932**
PHONE	**530.458.0437 FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
1/5/2021	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		DELL POWEREDGE R6515 CTO PART # 3000074896867.1	9,371.03	9,371.03

SUBTOTAL	9,371.03
CA Sales Tax 7.25%	679.40
Shipping/Handling	
E-Waste Fee	
TOTAL	10,050.43

BASED ON ATTACHED QUOTE #19782426
CMAS CONTRACT # 3-19-70-2905D

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

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

Authorized by Date

Attachment: PO 301001052021 DPW Server (6269 : Approve Purchase of Dell PowerEdge R6515 Server)

COUNTY OF COLUSA, CA 3.11

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **First Modification to Contract C20-025**

Approve First Modification to Contract C20-025 with **Economic & Planning Systems, Inc.** for Development Impact Fee Program update and Nexus Study, effective November 1, 2020.

Detailed Description/Background of request

On February 4, 2020, the Board approved a contract with Economic & Planning Systems, Inc. to provide the County with a Development Impact Fee Program update and Nexus Study services.

The parties are requesting to extend the term through June 30, 2021, in order to complete the objectives of the scope of services.

Prior Board Action

C20-025

Fiscal Impact/Funding Source

Budgeted (00101-2076-53180) Not to exceed $54,012

Action for the Clerk

Please obtain signatures and send to:
Jamie Gomes, Managing Principal
Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814

ATTACHMENTS:

- First Mod to Contract C20-025 (DOCX)
- C20-025 Economic & Planning Systems, Inc. (EPS) (PDF)

C___-_____

First Modification of Contract C20-025 for Development Impact Fee Program Update and Nexus Study Services

This First Modification of Contract C20-025 for Development Impact Fee Program Update and Nexus Study Services is between County of Colusa (County), a political subdivision of the State of California, and Economic & Planning Systems, Inc. (Contractor), a California corporation.

Background

On February 4, 2020, the parties executed contract C20-025 for Development Impact Fee Program Update and Nexus Study services ("Contract").

The parties now want to modify the Contract to extend the term.

Modification

The parties agree to modify the Contract effective October 31, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term from October 31, 2020 through June 30, 2021.

COUNTY OF COLUSA

_____Date:_____
Denise J. Carter, Board Chair

ECONOMIC & PLANNING SYSTEMS, INC.

_____Date:_____
Jamie Gomes, Managing Principal

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Ann Nordyke, Deputy

Attachment: First Mod to Contract C20-025 [Revision 2] (6292 : Approve First Modification to Contract C20-025)

C20-025

Development Impact Fee Program Update and Nexus Study Services Contract

This Development Impact Fee Program Update and Nexus Study Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Economic & Planning Systems, Inc. (Contractor), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a Development Impact Fee Program Update and Nexus Study, as more specifically detailed in Attachment "A."

2. **Term:** The term of this Contract will be February 4, 2020 through October 31, 2020.

3. **Compensation:** County will pay Contractor compensation not to exceed fifty-four thousand twelve dollars ($54,012), as specifically detailed in Attachment "B". Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   1) Be prepared on Contractor's letterhead.
   2) Bear Contractor's name as shown on the contract.
   3) Bear the contract number.
   4) Itemize the costs incurred.
   5) Include a summary of the services provided.
   6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

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

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

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

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the indemnifying party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in amounts no less than what would be required of a comparable, non-tribal entity subject to the laws of the State of California. In addition, Contractor shall require each Sub Contractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the Sub Contractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

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

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

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

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

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

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

6) Providing broad-form contractual liability coverage insuring Contractor's indemnity obligations under this contract.

F. **Cancellation:** Coverage required by this section shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice to County.

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

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

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

11. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

12. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice,

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Greg Plucker
County of Colusa
Community Development Director
220 12th Street
Colusa, CA 95932
(530) 458-0483 phone
(530) 458-0482 fax

If to Contractor:
Jamie Gomes
Managing Principal
Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
(916) 649-8010 phone
(916) 649-2070 fax

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

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

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontract. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

C20-025

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract and fails to cure within thirty (30) days of receiving written notice of the violation; or

    B. By either party without cause upon fifteen (15) days written notice of termination.

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

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

    A. Attachment "A" – Scope of Service
    B. Attachment "B" – Project Budget

COUNTY OF COLUSA

~~Kent S. Boes, Board Chair~~
Denise J. Carter, Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ECONOMIC & PLANNING SYSTEMS, INC.

Jamie Gomes, Managing Principal

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By
Patricia Rodriguez, Deputy Clerk

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

ATTACHMENT "A"
SERVICES TO BE PERFORMED C 20 - 025

Proposal

Development Impact Fee Program Update and Nexus Study

The Economics of Land Use

Prepared for:
County of Colusa Community Development Department

Prepared by:
Economic & Planning Systems, Inc. (EPS)

EPS #192130

September 27, 2019

Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

D. Proposed Scope of Work

EPS has established the following proposed work program informed by the County's objectives or preferred timeline, as well as the team's experience on other similar projects. The County has identified the tasks that typically should be accomplished to successfully complete this project. EPS looks forward to working with the County to calibrate the proposed work program and associated budget to best suit the County's needs.

Task 1: Background Information Review — Month 1

EPS has received and will review and consider: (a) Ordinance No. 701 and the Arbuckle-College City traffic impact fee study; (b) Ordinance No. 705 and the County-Wide development impacts fee study; (c) the County's General Plan; and (d) any other applicable study supplied by the County. EPS will develop a master list of infrastructure and facilities included in previous impact fee studies, along with key assumptions regarding the calculations of maximum justified impact fees.

EPS will develop a list of development impact fees charged by the Cities of Williams and Colusa and nearby similar-sized counties in California. This comparison will highlight what is included in these fees and, to the extent practicable, make comparisons of similar types of fees. EPS will develop a presentation for the County that will contrast development impact fees by fee category for each jurisdiction identified under this task. This list will be an initial list to inform the kickoff proceedings. After the kickoff meeting, County staff may direct EPS to expand the list of public agencies or provide more focus for identified entities. The initial list of entities will include developing areas that may serve as alternative development areas within the region where impact fees may influence the locations of competing development areas within the region.

EPS may also introduce development impact fees being considered or having recently been adopted by jurisdictions in Northern California for discussion in the development of impact fees to be included in the development impact fee update.

Task 2: Project Kickoff — Month 2

EPS and County staff will participate in a kickoff meeting. The purpose of the kickoff meeting is to review the collected background information and to confirm the project's direction, including fee categories (new or existing), and to discuss the project, deliverables, timetables, and tasks. Before the kickoff meeting, EPS will provide County staff a memorandum presenting findings from **Task 1**, including a list of public agencies and development impact fees approved and collected by each jurisdiction.

During the kickoff meeting, EPS and County staff will establish the initial schedule for periodic meetings/conference calls to report on progress or problems and identify

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

potential solutions and courses of action. Two days before these meetings or calls, EPS will provide an agenda of any items to be specifically discussed. Following each meeting/call, EPS will provide a summary of the discussion highlights and actions to be taken by EPS or the County to ensure all are in agreement and understand tasks to be completed to avoid unnecessary delays in the project schedule. EPS will identify the County staff person that will be the primary point of contact for communications between EPS and the County.

EPS will document the discussions and finding of the kickoff meeting and distribute to the County following the kickoff meeting.

Task 3: Data Collection — Months 2-3

EPS will work closely with County staff to collect all data required to fully support the project, including existing and anticipated future development projections, a list of prioritized public improvements, and other relevant information. EPS's review will be based on its professional judgment and experience and, if needed, develop high-level cost estimates for improvements based on comparable projects.

If a more detailed analysis for traffic improvements is required in order to complete this study, EPS will recommend an **optional** task that would bring in a traffic engineering firm to assist with the development of costs for required traffic improvements.

EPS will review planning documents and work with County staff to establish appropriate land use assumptions and growth projections. Land use projections will be important for allocating public facility needs of new development on a pro rata basis relative to demand generated by existing uses.

EPS will work with County planning and other staff to align these land use projections with the fee program land use categories for each respective impact fee program. Drawing on available Census data and other sources, EPS will establish key demographic assumptions for purposes of the fee program calculations, including "dwelling unit equivalents" (DUEs), persons per household (PPH), employment densities, and other key assumptions that may be needed.

Task 4: Fee Calculation and Analysis — Month 4

EPS will develop a fee model and calculate the supportable fees for each fee category, including calculating the administrative fee necessary to fund administration of the development impact fee program. EPS and County staff will maintain an open dialogue throughout the process to ensure methodologies applied to the various fees are appropriate while ensuring the methodologies conform to the requirements of the applicable State of California (State) law(s). This dialogue may result in adjusted or wholly new fee methodologies. The analysis will also consider the existing Countywide Development Impact Fees and the comparison of these impact fees to the comparison impact fees identified in **Task 1** to ensure reasonableness, consistency, and feasibility of the fees and projects proposed to be funded as part of the study.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

ATTACHMENT "A"
SERVICES TO BE PERFORMED Economic & Planning Systems, Inc. (EPS) C 20 - 025

EPS will prepare the calculations and a draft fee schedule for the updated development impact fee program. Using the findings from **Tasks 1** and **3**, EPS will perform the following work:

- **Review/Revise DUE Factors.** Development impact fees typically are based on DUEs for various land uses. DUEs convert the demand for public facilities into similar-measurement units for various land uses. These DUEs measure the demand for facilities generated by each land use type. EPS will use DUEs derived in previous tasks to develop cost allocation methodologies.
- **Distribute Public Facility Costs by Land Use.** Based on existing and forecasted development developed in previous tasks, EPS will determine the units served that will benefit from the capital improvements proposed for each fee component. The public facility costs then are allocated to each land use, based on the relative demand for or benefit from each public facility component. As such, a cost-per-unit-served is established.
- **Apply DUE Factors to Determine the Fee.** The DUE factors multiplied by the cost-per-unit-served will establish the development impact fee by land use.
- **Incorporate an Administrative Fee Component.** The County will include an administrative cost component to the fee, which will allow the County to recover administrative costs in administering the fee program.

In this task, EPS will use the findings of previous tasks to prepare tables allocating costs of capital facilities to estimated new development, taking into consideration any existing deficiencies in capital facilities required to serve existing development. To ensure the defensibility of a Nexus Study, EPS will identify any existing deficiencies in capital facilities to ensure only capital facility costs required to serve new development are used to calculate the development impact fee.

Task 5: Prepare Administrative Draft Development Impact Fee Program/Nexus Study — Month 5

EPS will prepare and provide a comprehensive Administrative Draft Nexus Study document to County staff, as well as technical reports for each fee category, including methodology, findings, supporting justification, maximum justified impact fees, recommendation for the elimination/consolidation of existing fees based on the creation of new fees, and calculations that provide the legal nexus between the fee recommendations and new development as required by law. The Administrative Draft will also include strategies and options for policymakers to set fees both at and below maximum justified impact fees and an analysis of how these options would result in the elimination of specific projects or types of projects from the proposed project list for each fee category. EPS will identify potential alternative funding sources if development impact fee eliminations or implementation of a development impact fee at less than the maximum justified impact fee is considered.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

EPS will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations with technical documentation in appendices. The Administrative Draft and individual technical reports will include an executive summary and conclusion.

EPS will revise the Administrative Draft according to one set of consolidated comments on the Administrative Draft from the County.

Task 6: Prepare Public Review Draft Development Impact Fee Program/Nexus Study — Months 6-7

Based on the above-described nexus analyses, EPS will establish the maximum justified fee level, comprising the fees for each facility category, for each land use. (The actual approved fee may be lower than the maximum justified fee based on considerations described in the subsequent task). This information will be incorporated into the Development Impact Fee Nexus Study prepared by EPS. EPS will summarize the fees by improvement type and land use for the County to review, incorporating all components. The fees will include an administrative component to cover the cost of fee program implementation and oversight.

The nexus methodology will satisfy these AB 1600 requirements:

- Identify the purpose of the fee.
- Identify the use of the fees. If the use is financing public facilities, the facilities must be identified.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
- Determine how there is a reasonable relationship between the need for a public facility and the type of development project on which the fee is being imposed.

Based on **Tasks 1** through **5**, EPS will develop the Public Review Draft and deliver 20 hard copies and 1 electronic copy to the County. The County will advertise the availability of the Public Review Draft for review and comment for a 30-day period.

Upon receiving all Public Review Draft comments, EPS will prepare a written summary of all comments.

Task 7: Present Public Review Draft Development Impact Fee Program/Nexus Study to Board — Month 8

Based on **Tasks 1** through **6**, EPS will present the Public Review Draft to the Board of Supervisors (Board) with the summary of public comments received. The purpose of this meeting is to solicit any final community and stakeholders input and obtain the Board's direction on any submitted comments. EPS will develop handouts for this meeting that summarizes the findings and analysis from the Public Review Draft.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

Upon receiving all public review comments, EPS will prepare a written summary of all additional comments. EPS and the County then will discuss said comments and Board direction.

Task 8: Final Development Impact Fee Program/Nexus Study and Adoption — Month 9

EPS will prepare a Final Draft of the Development Impact Fee Program/Nexus Study and submit 20 hard copies and 1 electronic copy to staff. EPS will present the Final Draft to the Board during the public hearing for ordinance adoption. Following the public hearing, EPS will make any final revisions that may be requested by the Board and deliver 20 hard copies and 1 electronic copy of the adopted Development Impact Fee Program/Nexus Study report to the County.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

ATTACHMENT "B"
COMPENSATION C 20 - 025

E. Proposed Costs

Development Impact Fee Program Update and Nexus Study

The Economics of Land Use

Prepared for:
County of Colusa Community Development Department

Prepared by:
Economic & Planning Systems, Inc. (EPS)

EPS #192130

September 27, 2019

Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

C 20 - 025

ATTACHMENT "B"
COMPENSATION

E Proposed Costs
Colusa County Development Impact Fee Update and Nexus Study

Task/Description	EPS Staff: Managing Principal Gomes	Senior Vice President Powell	Associate Polhemus	Production Staff	Staff Cost Subtotal	Direct Costs [1]	Grand Total
Estimated EPS Staff Hours							
Task 1· Background Information Review	2	4	24	4	$5,770	$0	**$5,770**
Total Task 1· Background Information Review	**2**	**4**	**24**	**4**	**$5,770**	**$0**	$5,770
Task 2: Project Kickoff	4	4	0	8	$2,680	$200	**$2,880**
Total Task 2· Project Kickoff	**4**	**4**	**0**	**8**	$2,680	$200	$2,880
Task 3: Data Collection	2	8	24	0	$6,390	$0	**$6,390**
Total Task 3: Data Collection	**2**	**8**	**24**	**0**	**$6,390**	**$0**	**$6,390**
Task 4: Fee Calculation and Analysis	4	10	40	8	$10,690	$100	**$10,790**
Total Task 4· Fee Calculation and Analysis	**4**	**10**	**40**	**8**	**$10,690**	**$100**	$10,790
Task 5· Prepare Administrative DIF Program/Nexus Study	4	4	30	8	$7,630	$400	**$8,030**
Total Task 5: Prepare Administrative DIF Program/Nexus Study	**4**	**4**	**30**	**8**	**$7,630**	**$400**	$8,030
Task 6: Prepare Public Review Draft DIF Program/Nexus Study	4	8	30	8	$8,570	$400	**$8,970**
Total Task 6: Prepare Public Review Draft DIF Program/Nexus Study	**4**	**8**	**30**	**8**	**$8,570**	**$400**	$8,970
Task 7. Present Public Review Draft DIF Program/Nexus Study to Board	6	4	6	8	$4,220	$200	**$4,420**
Total Task 7: Present Public Review Draft DIF Program/Nexus Study t	**6**	**4**	**6**	**8**	**$4,220**	**$200**	$4,420
Task 8. Final DIF Program / Nexus Study and Adoption	4	6	8	2	$3,990	$200	**$4,190**
Total Task 8: Final DIF Program / Nexus Study and Adoption	**4**	**6**	**8**	**2**	**$3,990**	**$200**	$4,190
Total Task Hours	**30**	**48**	**162**	**46**			
Hourly Billing Rates [2]	$275	$235	$165	$80			
Subtotal Project Costs	**$8,250**	**$11,280**	**$26,730**	**$3,680**	**$49,940**	**$1,500**	**$51,440**
Contingency (5%)	$413	$564	$1,337	$184	$2,497	$75	$2,572
Total Project Costs	**$8,663**	**$11,844**	**$28,067**	**$3,864**	**$52,437**	**$1,575**	**$54,012**

"pbud"

[1] Direct costs include costs related to travel, acquiring data, mileage, reproduction, and other non-staff costs
[2] Billing rates shown are applicable during calendar year 2019 and are subject to change annually

Prepared by EPS 9/26/2019

Z:\Shared\Proposals\SAC\192000\192130 Colusa County Development Impact Fee Update\192130 pbud.xlsx

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2020

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

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

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: PHONE (A/C, No, Ext): 650-573-1111 FAX (A/C, No): 650-378-4361 E-MAIL ADDRESS: ktotten@andreini com
INSURED ECONO-5 Economic & Planning Systems 400 Capitol Mall, 28th Floor Sacramento CA 95814	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federal Insurance Company — 20281 INSURER B : Republic Indemnity Co of Calif — 43753 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 185423095 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. POLICY [ ] PRO-JECT [ ] LOC X OTHER Per Project/Loc	Y	Y	35929623WCE	4/1/2019	4/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg	$ 1,000,000 $ 1,000,000 $ 10,000 $ see insurer C $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	73558746	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			79871994	4/1/2019	4/1/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	16150816	4/1/2019	4/1/2020	X PER STATUTE [ ] OTH-ER E L EACH ACCIDENT E.L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Adv/Personal Injury Retro 1/1/83 Retention - $10,000			425343942	4/1/2019	4/1/2020	Per Claim Annual Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 days notice of cancellation except 10 days for non-payment of premium per policy provisions.

EPS #192130 Colusa County Development Impact Fee Program Update and Nexus Study

County of Colusa, its elected officials, officers, employees, agents and volunteers are additional insured on a primary and non-contributory basis with regard to General and Auto Liability and Waivers of Subrogation apply per attached policy provisions

CERTIFICATE HOLDER

County of Colusa
220 12th Street
Colusa CA 95932

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged

B Owned Autos You Acquire After The Policy Begins

1 If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period

2 But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if

a We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage, and

b You tell us within 30 days after you acquire it that you want us to cover it for that coverage

C Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage

1 "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads

2 "Mobile equipment" while being carried or towed by a covered "auto"

3 Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its

a Breakdown,

b Repair,

c Servicing,

d "Loss", or

e Destruction

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos" However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident"

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense" However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply We may investigate and settle any claim or "suit" as we consider appropriate Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements

1 Who Is An Insured

The following are "insureds"

a. You for any covered "auto"

b Anyone else while using with your permission a covered "auto" you own, hire or borrow except

(1) The owner or anyone else from whom you hire or borrow a covered "auto"

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto"

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability

2 **Coverage Extensions**

a. Supplementary Payments

We will pay for the "insured"

(1) All expenses we incur

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover We do not have to furnish these bonds

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured"

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance

These payments will not reduce the Limit of Insurance

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used

We will not pay anyone more than once for the same elements of loss because of these extensions

B Exclusions

This insurance does not apply to any of the following

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured"

2. Contractual

Liability assumed under any contract or agreement

But this exclusion does not apply to liability for damages

a Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement, or

b That the "insured" would have in the absence of the contract or agreement

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law

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4 Loss Payment – Physical Damage Coverages

At our option, we may

a Pay for, repair or replace damaged or stolen property,

b Return the stolen property, at our expense We will pay for any damage that results to the "auto" from the theft, or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form

2 Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning

a This Coverage Form,

b. The covered "auto",

c. Your interest in the covered "auto", or

d A claim under this Coverage Form

3 Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state

4 No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form

5 Other Insurance

a For any covered "auto" you own, this Coverage Form provides primary insurance For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is

(1) Excess while it is connected to a motor vehicle you do not own, or

(2) Primary while it is connected to a covered "auto" you own

b For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

c Regardless of the provisions of Paragraph **a** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract"

d When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis

6 Premium Audit

a The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began We will compute the final premium due when we determine your actual exposures The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any The due date for the final premium or retrospective premium is the date shown as the due date on the bill If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund

b If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First

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Liability Insurance

Endorsement

Policy Period	APRIL 1, 2019 TO APRIL 1, 2020
Effective Date	APRIL 1, 2019
Policy Number	3592-96-23 WCE
Insured	ECONOMIC & PLANNING SYSTEMS INC
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	JANUARY 7, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization	If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California		

This endorsement provides a blanket waiver of subrogation applicable to all jobs for persons or organizations whom the Named Insured has agreed by written contract to furnish this waiver. The charge for this endorsement shall be 5% of total manual premium, subject to a minimum premium of $250. This charge will be billed on your next invoice based on current manual premium, and the final charge will be calculated and billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of California	
Company Number	27561
Insured	Economic and Planning Systems, Inc.
Policy Number	161508-16
Endorsement Number	6
Endorsement Effective	April 01, 2019
Printed On	March 12, 2019

Countersigned by : _____

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Attachment: C20-025 Economic & Planning Systems, Inc. (EPS) (6292 : Approve First Modification to Contract C20-025)

COUNTY OF COLUSA, CA **3.12**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Ratify Agreement with Verizon Wireless**

Ratify Agreement with **Verizon Wireless** utilizing State of California CALNET Contract #C4-CVD-19-001-03 for Cellular Voice and Data Services.

Detailed Description/Background of request

This agreement migrates our existing Verizon Wireless services to the new statewide contract under the CALNET Program for Cellular Voice and Data Services (Category 19). Under this program, the billing will change from in advanced billing to in arrears billing with new account numbers assigned.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (53060) to various departments

Action for the Clerk

Agreement has been faxed to Verizon Wireless. Executed Agreement will be signed & returned.

ATTACHMENTS:

- NESPA, ATO, STD 20 & Schedule A (PDF)

DocuSign Envelope ID: 98A7D5E4-8A1B-4480-9204-33E2712273EE

DEPARTMENT OF TECHNOLOGY
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria

Please select one of the following:

- [X] Local government entities are defined as "any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods" per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- [ ] **Entirely** 100% tax supported entity
- [ ] A governmental entity with a Joint Powers Agreement (JPA)
- [ ] Federally recognized Indian Tribe

NON-STATE ENTITY INFORMATION

REQUESTING NON-STATE ENTITY ORGANIZATION NAME County of Colusa

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF NON-STATE ENTITY

Wendy G. Tyler, County Administrative Officer

STREET ADDRESS

547 Market St., Ste. 102

CITY, STATE, ZIP CODE

Colusa, CA 95932

CONTACT PHONE NUMBER

530.458.0737

EMAIL ADDRESS

wtyler@countyofcolusa.org

I certify under penalty of perjury the requesting entity meets the NESPA "Authorized Entity Criteria" selected above.

Wendy G Tyler — 12/17/2020

NON-STATE ENTITY SIGNATURE **DATE**

CDT/CALNET PROGRAM

CUSTOMER CODE:

Revised 03/12/20

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

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AUTHORIZATION TO ORDER (ATO)
Cellular – Category 19.1

Cellco Partnership d/b/a Verizon Wireless and the California Department of Technology (CDT) have entered into a four-year statewide contract for CALNET Cellular Voice and Data Services, C4CVD18, Category 19. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category/Subcategory: 19.1, CALNET Cellular Business Services

- **Contract award: 05/23/2019**
- **Contract end: 05/22/2023**
- **Number of optional extensions and extension duration(s): 2 extensions, 2 years per extension**

Pursuant to the Contract C4-CVD-19-001-03, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a Non-State Entity Service Policy and Agreement (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the County of Colusa [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at the CALNET Program website.

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

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E-Rate Customers Only – Complete if applying for E-Rate funding:

[Enter non-state entity name] intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence [MM/DD/YYYY] ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Non-State Entity Name County of Colusa

Authorized Agent Wendy G. Tyler

Title of Authorized Agent County Administrative Officer

Address 547 Market St., Ste. 102

Contact Number 530.458.0737

City, State, Zip Code
Colusa, CA 95932

Email
wtyler@countyofcolusa.org

Contractor

Cellco Partnership d/b/a/ Verizon Wireless
Authorized Agent
Clifton Miller

Attention: State and Local Government Contract Management Team

15505 Sand Canyon Avenue,
Building C
Irvine, CA 92618

Contact Number: 916-599-3003

Email:
CALNETcellular@verizonwireless.com

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

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IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

Non-State Entity

Authorized Agent Name Wendy G. Tyler

Title of Authorized Agent County Administrative Officer

Signature _____ Date Signed 12/17/2020

Contractor

Authorized Agent Name

Title of Authorized Agent

VZW PID # 31183

Signature Date Signed

_____

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature Date Executed

_____

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

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STATE OF CALIFORNIA
California Department of Technology

TELECOMMUNICATIONS SERVICE REQUEST
STD. 20 (Rev. 9/2017)

Attach additional information as needed

1. Agency Request Number

2. Date

3. Request Type

☐ Service
☐ Equipment (Requires a Form 65)
☐ Other

Check all boxes that apply to this request

Contractor Name

Verizon Wireless

4. Agency Information

Department	Contact Name	Phone Number	Fax Number
County of Colusa	Wendy G. Tyler	530.458.0737	

Division (Unit, etc.)	General Services Agency Code	Email Address
CAO		wtyler@countyofcolusa.org

Present Service Address	Requested Service Address	Billing Address
		547 Market St., Ste. 110 Colusa, CA 95932

5. Eligibility

◯ State Government
Ⓧ Local Government
◯ Federal Government

Complete Section 6. CATR/ATR Information below.

Requires a Non-State Agency Service Policy and an Authorization Order (ATO) to obtain eligibility prior to first order.

6. CATR/ATR Information

Name	Email Address	Phone Number	Fax Number
Greg Pankey	gpankey@countyofcolusa.com	530.458.0413	

Address	City	State	Zip Code
547 Market St., Ste. 110	Colusa	CA	95932

Signature	Title	Date
Greg Pankey	IT Director	12/17/2020

This request complies with State telecommunication policies.

7. Order Detail
Request #1

Order Type

◯ Add ◯ Disconnect ◯ Change ◯ Move

Requested Date of Service

Quantity	Monthly Recurring Cost (MRC)	Non Recurring Cost (NRC)

State Contract Number	Feature ID / USOC / Product ID	Existing Billing Account Number
C4-CVD-19-001-03; Subcategory 19.1		

Description

The Purchaser agrees to the terms set forth in the attached Customized Service Plan documents (labeled: Schedule A) and the CALNET contract C4-CVD-19-001-03, (together with its exhibits and any amendments to the Contract), which are incorporated herein by this reference.

Comment

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

Schedule A to the STD Form 20

Verizon Wireless

Pricing and Information Sheet

State of California CALNET Contract #C4-CVD-19-001-03

Subcategory 19.1

Scope. On May 23, 2019, Verizon Wireless and the State of California, acting through the California Department of Technology, entered into agreement number C4-CVD-19-001-03 for wireless services (together with its exhibits and any amendments, the "Contract"). The Contract includes terms allowing Verizon Wireless to provide Eligible Entities Custom Service Plans ("CSP"). The Contract also allows for a transition of active lines of service purchased under California Participating Addendum # 7-10-70-16 ("PA"). This Schedule sets forth the method by which Verizon Wireless may make CSPs available to the Eligible Entity listed on the STD Form 20 and the Schedule A document to which this Schedule A document is attached ("Eligible Entity") for purchase under the Contract. The Schedule A document also outlines the manner by which the Eligible Entity's active lines of service will be transitioned from the PA to the Contract, and it lists the CSPs available for purchase by the Eligible Entity under the Contract. Verizon Wireless reserves the right to make changes to CSPs and the Schedule A in its sole discretion, including add, discontinue, or alter any plan or Equipment (as defined below). Eligible Entity will be notified of any changes that affect its then-current CSP and a new STD Form 20 or equivalent documents will be processed. All capitalized terms not defined in this Schedule A document will have the meaning provided in the Contract.

Equipment: Verizon Wireless is able to make equipment under CSPs ("Equipment") available to the Eligible Entity at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the Eligible Entity meeting certain conditions. If the Eligible Entity moves the Equipment to a Lesser Price Plan (as defined below), or disconnects the Equipment from the Verizon network, at any time during the first 24 months after the Equipment is activated, the Eligible Entity must pay a Subsidy Recovery (as defined below). A Lesser Price Plan is any one of the following: (a) for smart phones, any plan that is less than $19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; (b) for internet devices, any plan that is less than $19.99 per month after any applicable discounts; or (c) for basic phones, any plan that is less than $14.99 per month after any applicable discounts. The Subsidy Recovery is the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Eligible Entity for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service at the original price plan.

Transition of California Participating Addendum # 7-10-70-16 ("PA") Service Plans to the CALNET C4-CVD-19-001-03 ("Contract"): The Parties agree to move identified active lines of service purchased under the PA by the Eligible Entity to the same 4G cellular service plan(s) (each a "Service Plan") available under the Contract. In the event a Service Plan purchased under the PA is not available for new lines-of-service under the Contract (including for purchase through the Site), the Eligible Entity will be allowed to continue with the Service Plan as a Customized Service Plan under the Contract until the line of service is either a) terminated, b) suspended or is otherwise set to inactive for more than 90 continuous days, or more than 180 days in any one year period, or c) moved to a different Service Plan available for purchase under the Site or otherwise under the Contract. All Purchase Orders issued as of the Effective Date must be placed under the Contract.

This Schedule A document together with the Contract set forth the understanding between the parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Any terms and conditions in a purchase order, acknowledgement, or any document other than a duly executed amendment to this Schedule A document or Contract, that are different or in addition to the terms and conditions of this Schedule A document or the Contract shall be deemed rejected and null and void.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

CUSTOMIZED SERVICE PLANS (CSP)

Product Identifier: CA0800

LEGACY CUSTOM CALIFORNIA PLANS

3G/4G NATIONWIDE VOICE PLAN (On Network only) STATE OF CALIFORNIA GOVERNMENT LINES ONLY This Price Plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$0.00 (97397)
Anytime Voice Minutes	0
Voice Per Minute Rate On Network	$0.06
Domestic Long Distance	Included
Unlimited Night & Weekend Minutes	Included
Unlimited Mobile to Mobile Calling Minutes	Included
Text/Picture/Video Message Allowance	100 messages (76678) Optional allowances below are available to replace this allowance.
Text/Picture/Video Message Overage Rates	* Incoming Text $0.02 per message/Outgoing Text $0.10 per message, per recipient/Picture & Video $0.25 Incoming per message; Outgoing per message, per recipient
Domestic Data Rates	3G Basic phones $1.99 per MB or per data package 4G Basic phones have data blocked; data package may be selected. 3G and 4G Smartphones require a data package (86790)
OPTIONAL FEATURES	
Unlimited Smartphone Data**	$24.99 (86790)
4G Smartphone Mobile Hotspot	$10.00 (76445)
400 Text/Picture/Video Messages*	$3.00 (87755)
1100 Text/Picture/Video Messages*	$10.00 (87756)
Unlimited Text/Picture/Video Messages	$12.00 (75439)
Unlimited Push-to-Talk Plus***	$10.00 (device dependent) (3G 83312/4G 81301, 81815)

Note: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the Verizon Wireless 3G network, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G basic phones, 4G LTE basic phones, 3G smartphones, or 4G HD voice-capable smartphones.

**Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

***Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

3G/4G Smartphone Data Feature

STATE OF CALIFORNIA GOVERNMENT LINES ONLY
This Data Feature is NOT eligible for monthly access fee discounts

Monthly Access Fee	$24.99 (86790)
Monthly Domestic Data Allowance	Unlimited*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options**. This feature must be added to the 4G NATIONWIDE VOICE PLAN (85191) when the device is a smartphone**. This feature cannot be used with any other price plans.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

State Associated Administrative Fee (SAAF) Charge: This feature is subject to a 2.5% fee applied to the Monthly Recurring Charge. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Data Packages for Basic Feature Phones Only

STATE OF CALIFORNIA GOVERNMENT LINES ONLY
These Data Features are NOT eligible for monthly access fee discounts

Monthly Domestic Data Allowance	Monthly Access Per Line when added to an eligible voice plan	Data Rate After Allowance
75 MB	$10.00 (77810)	$10.00 per each additional 75 MB of usage
300 MB	$12.00 (85533)	$15.00 per each additional GB of usage

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These Features can be used with 3G/4G Nationwide for Government Share Calling Plans.

3G/4G Mobile Broadband Data Plan

STATE OF CALIFORNIA GOVERNMENT LINES ONLY
For Internet browsing, email, or intranet access.
This Price Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	$37.99 (95431)
Monthly Data Allowance	Unlimited*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the Verizon Wireless 3G and 3G Extended networks, while available. Lines activating on this plan must be on 3G or 4G mobile broadband devices. 4G service requires 4G equipment and 4G coverage.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

NATIONWIDE GOVERNMENT PLANS

3G/4G Nationwide Calling Plans with Unlimited Data			
The calling plans below reflect the monthly access fee discount. No additional discounts apply.			
	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$64.09 (38166)	$80.76 (38167)	$96.16 (38168)
Monthly Access Fee less discount	$49.35	$62.19	$74.04
Monthly Anytime Voice Minutes (sharing)	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited*		
Domestic Text/Picture/Video Messages	Unlimited		
Optional Features			
Domestic Push To Talk Plus**	$2.00 (device dependent) (3G 83270 / 4G 81174, 81129)		
Smartphone Mobile Hotspot	$10.00 (3G 82219 / 4G 76445)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G smartphones, or 4G HD voice-capable smartphones.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

3G/4G Nationwide Add-a-Line Plan with Unlimited Data	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$35.99[1] (38181)
Monthly Anytime Voice Minutes	0 Minutes Minutes can share minutes from voice & data bundle plans
Domestic Voice Per Minute Rate	$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
Domestic Data Allowance	Unlimited*
Domestic Text/Picture/Video Messages	Unlimited

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G smartphones, or 4G HD voice-capable smartphones.

[1]The $35.99 Add-a-Line plan can only be 50% of an account's total share lines. The $35.99 Add-A-Line plan shares Voice Minutes with the 3G/4G Nationwide Calling Plans with Unlimited Data.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

3G/4G Nationwide for Government Share Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	0 Minutes	100 Minutes	200 Minutes	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$15.99 (86137)	$30.75 (80006)	$34.99 (73736)	$38.45 (74539)	$55.12 (74541)	$70.50 (74543)
Monthly Access Fee less discount	$15.99[1]	$23.68	$26.94	$29.61	$42.44	$54.29
Monthly Voice Minutes (sharing)	0	100	200	400	600	1000
Friends & Family (up to 10 numbers per account)	Not Included				Included[2]	
Domestic Voice Overage Rate	$0.25 per minute					
Domestic Mobile to Mobile	Unlimited					
Domestic Night & Weekend Minutes	Unlimited					
Domestic Long Distance	Included					
Domestic Data Rates	3G Basic Phones - $1.99/ MB or per data package 4G Basic Phones have a data block; a data package may be selected. 3G and 4G Smartphones require a data package.					
Text/Picture/Video Message Allowance	100 messages (76678)					
Text/Picture/Video Message Overage Rates	Incoming Text $0.02 per message / Outgoing Text $0.10 per message, per recipient / Picture & Video $0.25 Incoming per message; Outgoing per message, per recipient					
Optional Features						
Unlimited Dom. Text/Picture/Video Messages	$12.00 (75439)					
Domestic Push To Talk Plus**	Not Available	$2.00 (device dependent) (3G 83270/4G 81174, 81129)				

Notes Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

[1]The $15.99 zero access plan can only be 50% of an account's total share lines. 4G service requires 4G Equipment and 4G coverage.

[2]Friends & Family eligibility varies on selected calling plan.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

NATIONWIDE GOVERNMENT INTERNATIONAL CALLING PLANS

4G Nationwide International Voice & Data Travel Plans			
The calling plans below reflect the monthly access fee discount. No additional discounts apply.			
	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$86.57 (38196)	$102.43 (38197)	$117.06 (38198)
Monthly Access Fee less discount	$66.66	$78.87	$90.14
Monthly Domestic Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited[1]		
Domestic Text/Picture/Video Messages	Unlimited		
International Travel Data Allowance	Unlimited[2]		
GSM International Travel Voice Roaming	**Zone 1 Countries** (see list below)		**Zone 2 Countries** (see list below)
	$0.69 per minute		$1.99 per minute
4G Domestic Push To Talk Plus**	$2.00 (device dependent) (81129/81174)		

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Lines activating on these plans must be on 4G LTE GSM/UMTS Global-capable smartphones. [2]The international travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. To see supported countries and rates for services such as voice, messaging, and non-terrestrial (aircraft and cruise ship) voice rates, go to www.verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. Friends & Family eligibility varies on selected calling plan.

[1]**Domestic Data Allowance:** Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.
** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice (Domestic Only): At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Zone 1 Countries are as follows: Aland Islands, Albania, American Samoa, Andorra, Anguilla, Antigua, Antarctica, Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, British Virgin Islands, Brunei, Bulgaria, Cambodia, Cayman Islands, Chile, China, Christmas Island, Colombia, Cook Islands, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, El Salvador, England, Estonia, Falkland Islands, Faroe Islands, Fiji Islands, Finland, France, French Guiana, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Italy, Jamaica, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Malta, Martinique, Moldova, Monaco, Montenegro, Nauru, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Norfolk Island, Northern Ireland, Northern Mariana Island, Norway, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Reunion, Romania, Russia, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, Solomon Islands, Spain, South Korea, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Martin, St. Vincent & Grenadines, Suriname, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, Turks and Caicos Islands, Ukraine, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam and Wales.

Zone 2 Countries are as follows: Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Congo, Cuba, Djibouti, East Timor, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea Bissau, Indonesia, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Mayotte Island, Micronesia, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Pakistan, Philippines, Qatar, Rwandese Republic, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, South Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Uzbekistan, Western Sahara, Yemen, Zambia and Zimbabwe. Other available countries will be billed at the Zone 2 rates. The list of countries is subject to change.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

WIRELESS DATA SERVICES

Flexible Business Plans For Data Devices The plans below reflect the monthly access fee discount. No additional discounts apply.							
	Connected Devices	**Connected Devices, Tablets, Netbooks, Notebooks**	**Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices**				
Monthly Access Fee	**$5.00** (92739)	**$10.00** (92741)	$35.00 (92742)	$45.00 (92744)	$55.00 (92745)	$65.00 (92746)	$75.00 (92747)
Monthly Access Fee less discount	**$5.00**	**$10.00**	**$26.95**	**$34.65**	**$42.35**	**$50.05**	**$57.75**
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

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PUBLIC SAFETY WIRELESS VOICE & DATA PLANS

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	**$39.99** (16807)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance[1]	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	$5.00 additional per month (76440)
Push-to-Talk Plus	$2.00 additional per month (device dependent) (81129/81174)

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. [1] Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan and features are subject to a 2.5% fee applied to the Monthly Recurring Charges. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

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Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only **This plan is not eligible for monthly access fee discounts.**	
Monthly Access Fee	**$22.99 (16810)**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	$10.00 per GB
Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:	
922110 Courts 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922190 Other Justice, Public Order, and Safety Activities 485111 Mixed Mobile Transit Systems (Rail and Buses) 485112 Commuter Rail Systems	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices
State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any overage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.	

Custom Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only **This plan is not eligible for monthly access fee discounts.**	
Monthly Access Fee	**$17.99 (96626/ 96625)**
Monthly Push to Talk Plus Minutes	Unlimited
Domestic Voice Per Minute Rate	$0.25
Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:	
922110 Courts 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922190 Other Justice, Public Order, and Safety Activities 485111 Mixed Mobile Transit Systems (Rail and Buses) 485112 Commuter Rail Systems	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices
State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.	

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Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.

Monthly Access Fee	**$37.99 (20312)**
Domestic Data Allowance[1]	Unlimited

Notes: Current coverage details and non-domestic data rates can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. [1] Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

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Verizon Wireless Preemption Service Feature for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only	
Monthly Access Fee Per MDN	**$0.00**
NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and emergency preparedness customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:	
922110 Courts 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922190 Other Justice, Public Order, and Safety Activities 485111 Mixed Mobile Transit Systems (Rail and Buses) 485112 Commuter Rail Systems	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness Government Liable Subscribers Only	
Monthly Access Fee	**$0.00** (86124)
Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:	
922110 Courts 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922190 Other Justice, Public Order, and Safety Activities 485111 Mixed Mobile Transit Systems (Rail and Buses) 485112 Commuter Rail Systems	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaskan Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

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Verizon Wireless Plan and Feature Details

Verizon Wireless Plan and Feature Details only apply to the Customized Service Plans available on the CALNET contract.

Certain agreed upon revisions to the Contractor's standard terms are set forth in this Catalog Attachment A. Such mutually agreed upon terms shall take precedence over any conflicting terms in the Contractor's standard Acceptable Use Policy as may be modified from time to time.

To the extent that this Catalog Attachment A conflicts with other provisions in the Contract, the terms set forth in the Contract shall take precedence, pursuant General Provisions Section 14 (Order of Precedence). Catalog Attachment A may be modified by the mutual written consent of the parties.

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk** Plus **Calling Plan to another calling plan may not be able to use certain Push to Talk** Plus **capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. . Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk

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contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/naroaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. **Data Services:** Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the SEND or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers.

To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders,""cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive"

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

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Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming:. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess Manager℠ and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile.** Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of April 1, 2020, the basic FUSC rate is 19.60% and changes quarterly. The FUSC rate for bundled minute plans is 5.67% if the customer does not exceed the included number of minutes. The 19.60% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge
The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC.
- Costs assessed by the FCC to administer local number portability requirements.

This charge is subject to change over time upon notice and is taxable in most jurisdictions.
Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

Attachment: NESPA, ATO, STD 20 & Schedule A (6296 : Ratify Agreement with Verizon Wireless)

COUNTY OF COLUSA, CA **3.13**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve First Modification to C19-153 with Patrick Clark Consulting**

Approve First Modification to contract C19-153 with **Patrick Clark Consulting**, for labor negotiations with all bargaining groups, effective January 8, 2021.

Detailed Description/Background of request

The County received a letter from Mr. Clark requesting an increase in his hourly rate from $175.00 per hour to $225.00 per hour. The letter is attached and outlines the logic for the increase. Under the terms of the existing contract Mr. Clark may make such a rate increase on thirty-days notice. The CAO after consultation with the Interim HR Director would like to keep Mr. Clark under contract. While negotiations for our collective bargaining agreements have concluded, there may be times when Mr. Clark's services are needed in the future for significant meet and confer or other labor relations matters.

Prior Board Action

On July 10, 2019, Ms. Tyler appointed Patrick Clark as Chief Negotiator and a contract formalizing the agreement for his services was approved on August 13, 2019.

On June 25, 2019, the Board delegated authority to the County Administrative Officer to appoint a negotiator to replace Mr. Ritchie and to bring the agreement back for ratification.

Fiscal Impact/Funding Source

Budgeted (00101-1040-53180) Not to exceed $75,000

Action for the Clerk

Send to Patrick Clark Consulting
Attn: Patrick Clark
770 L Street, Suite 950
Sacramento, CA 95814

ATTACHMENTS:

- First Modification - Patrick Clark-Increase Hourly Rate (DOCX)
- NEW ATTACHMENT B (DOCX)
- Ltr dtd 12-5-20 frm Clark Consulting requesting Amendment (PDF)
- C19-153 Patrick Clark Consulting (PDF)

C___-_____

First Modification of Contract C19-153 for labor negotiations with all bargaining groups

This First Modification of Contract C19-153 for labor negotiations is between County of Colusa (County), a political subdivision of the State of California, and Patrick Clark Consulting, a sole proprietorship ("CONSULTANT").

Background

On August 13, 2019, the parties executed contract C19-153 for labor negotiations ("Contract").

The parties now want to modify the Contract to increase the hourly rate from $175.00 to $225.00.

Modification

The parties agree to modify the Contract effective January 5, 2021, as follows:

1. Replace Attachment B with the new Attachment B attached hereto reflecting an increase in the hourly rate from $175.00 to $225.00

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

CONTRACTOR

_____Date:_____
Patrick Clark, Consultant

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

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

by _____
Ann Nordyke, Chief Deputy Clerk

Attachment: First Modification - Patrick Clark-Increase Hourly Rate (6298 : First Modification Patrick Clark Consulting C19-153)

ATTACHMENT B

COMPENSATION RATES, DEFINITIONS, AND POLICIES

1. CONSULTANT Invoices: Consultant invoices shall include brief description of Time Worked, including dates and amount of time spent, and amounts for Time Worked at CONSULTANT's Rate, and, at CONSULTANT's discretion, amounts for Billable #Expenses, if any, in accordance with the following definitions and related rates and policies.

2. Definitions:
   a. "Time Worked": Time Worked shall include both CONSULTANT's time spent performing Consultant Services and CONSULTANT's related drive time, including time spent driving between CLIENTT's location(s) and CONSULTANT"s office, home, or any other location.
   b. "CONSULTANT's Rate": CONSULTANT's Rate is $225.00 per hour, billable in increments of 15 minutes.
   c. "Billable Expenses": CONSULTANT's actual, reasonable, documented expense shall be considered "Billable Expenses," and shall be reimbursed by CLIENT at cost, without mark-up, if and when billed by CONSULTANT.

3. Amendments to Attachment B: With 30 days advance written notice, CONSULTANT shall be entitled to unilaterally increase Consultant's Rate, set herein, or otherwise amend this Attachment.

Attachment: NEW ATTACHMENT B (6298 : First Modification Patrick Clark Consulting C19-153)

PC
CONSULTING

PATRICK CLARK CONSULTING
770 L Street, Suite 950
Sacramento, CA 95814
Phone 916-838-2806

RECEIVED
DEC 07 2020
COUNTY
BOARD

December 5, 2020

Colusa County
Attn.: County Administrative Officer
547 Market Street; Room 102
Colusa, CA 95932

Subject: Agreement for Consultant Services Between Colusa County and Patrick Clark Consulting - Amendment to Attachment B

Dear Ms. Tyler:

The COVID19 pandemic has dramatically altered life as we know it. Some of the impacts are temporary and will dissipate as we get a better handle on the virus and ultimately have a widely available vaccine. Other impacts will be longer lasting and some changes will be permanent.

In the arena of labor relations, for example, virtual meetings via Zoom or similar video conferencing services are now the norm. And, while there are distinct disadvantages to virtual meetings, they are without a doubt more efficient with time and dramatically less expensive than face to face meetings. Therefore, I believe that that the bulk of negotiations, closed sessions and prep meetings will be done by video conferencing going forward. Although I would love to be wrong about this, all clients I have discussed this with share my belief.

My existing clients on average, are paying less than 50% for my consulting services with the use of Zoom, when compared to previous years before the pandemic. This has been a boon for my clients to be sure. However, it is not sustainable for me as a consultant.

Therefore, effective January 8, 2021, and in compliance with Section 18 and Attachment B, Section 3 of our most recent agreement, I am hereby increasing my hourly rate to $225.00 *via* an amendment to Attachment B. Even at this higher rate, the County of Colusa will be seeing a significant savings over prior years. Please see the amended version of Attachment B on the other side of this letter.

Please feel free to call me with any questions.

Sincerely,

Patrick Clark

Patrick Clark
Labor Relations Consultant

Attachment: Ltr dtd 12-5-20 frm Clark Consulting requesting Amendment (6298 : First Modification Patrick Clark Consulting C19-153)

ATTACHMENT B

COMPENSATION RATES, DEFINITIONS, AND POLICIES

1. CONSULTANT Invoices: CONSULTANT invoices shall include brief descriptions of Time Worked, including dates and amount of time spent, and amounts for Time Worked at CONSULTANT's Rate, and, at CONSULTANT's discretion, amounts for Billable Expenses, if any, in accordance with the following definitions and related rates and policies.
2. Definitions:
    a. "Time Worked": Time Worked shall include both CONSULTANT's time spent performing Consultant Services and CONSULTANT's related drive time, including time spent driving between CLIENT's location(s) and CONSULTANT's office, home, or any other location.
    b. "CONSULTANT's Rate": CONSULTANT's Rate is $~~175~~225.00 per hour, billable in increments of 15 minutes.
    c. "Billable Expenses:" CONSULTANT'S actual, reasonable, documented expenses shall be considered "Billable Expenses," and shall be reimbursed by CLIENT at cost, without mark-up, if and when billed by CONSULTANT.
3. Amendments to Attachment B: With 30 days advance written notice, CONSULTANT shall be entitled to unilaterally increase Consultant's

Attachment: Ltr dtd 12-5-20 frm Clark Consulting requesting Amendment (6298 : First Modification Patrick Clark Consulting C19-153)

AGREEMENT FOR CONSULTANT SERVICES BETWEEN COLUSA COUNTY AND PATRICK CLARK CONSULTING

This Agreement ("Agreement") is made between the Colusa County ("CLIENT") and Patrick Clark Consulting, a sole proprietorship ("CONSULTANT").

AGREEMENT

1. TERM – This Agreement will become effective on the date by which both parties have signed the Agreement ("Effective Date") and will continue in full force and effect until terminated in accordance with Section 15, except to the extent renewed or extended in accordance with Section 16.

2. SERVICES –

   a. Services Provided – CONSULTANT shall provide labor relations consulting services in accordance with Attachment A, which is incorporated into this Agreement by this reference, but only to the extent Attachment A services are strictly limited by and interpreted in accordance with Section 2.b. of this Agreement and otherwise consistent with this Agreement. These services, as thus defined and limited, shall be collectively known as "CONSULTANT Services."

   b. Services *NOT PROVIDED*: Complementary/Sub-Specialist and Licensed Professional Services – CONSULTANT Services shall be strictly limited and interpreted to *exclude* any work that might be construed to require any complementary or sub-specialization or professional license. CLIENT understands that CONSULTANT hires no employees or sub-contractors to provide complementary/sub-specialist or licensed professional services, directly or indirectly for the benefit of CLIENT, and possesses no complementary/sub-specialist expertise or professional licensure himself. Therefore, both parties agree that:
      i. CONSULTANT shall provide no complementary/sub-specialist or licensed professional services, directly or indirectly to CLIENT, pursuant to this Agreement or otherwise;
      ii. *Excluded* complementary/sub-specialist and licensed professional services include, but are not necessarily limited to, services properly performed instead by an attorney, accountant, actuary, banker, insurance agent/broker/company, investment banker, investment advisor, mortgage banker/broker, security broker/dealer, structured settlement broker, or expert in compensation studies.
      iii. CLIENT shall not construe or rely upon any CONSULTANT Services, or any analysis, advice, or services in fact provided by CONSULTANT, pursuant to this Agreement or otherwise, as complementary/sub-specialist or licensed professional services;
      iv. Although CONSULTANT might periodically recommend CLIENT hire various complementary/sub-specialists or licensed professionals, CLIENT shall be required to and shall be solely responsible for determining if and when CLIENT reasonably requires complementary/sub-specialists or licensed

PC (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

professionals, for any purpose, including any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A; and

v. CLIENT shall be solely responsible for directly selecting, vetting, employing or contracting with, and supervising any necessary or desired complementary/sub-specialists and licensed professionals, including but not limited to any contemplated by or reasonably required to accomplish the purposes of Section 2.a. or Attachment A. Such complementary/sub-specialists and licensed professionals shall include, but not necessarily be limited to:
   a) Legal counsel, for all CLIENT's legal advice, legal analysis, and legal services, including, but not necessarily limited to final drafting, reviewing, approving, and assuring legal adequacy of all language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's Board of Supervisors;
   b) Actuaries, for all CLIENT's actuarial needs, including, but not necessarily limited to any actuarial analysis needed to sufficiently consider and develop desired proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, for example as may be required for consideration and analysis of employee and retiree benefits options' viability, cost, pros and cons, and risks;
   c) Accountants, for CLIENT's accountancy needs, including, but not necessarily limited to tax counseling related to the language and content of all Memorandums of Understanding (MOUs), prior to MOU adoption by CLIENT's Board of Supervisors;
   d) Appropriate financial, investment, and insurance professionals, for all other financial advice and services including, but not necessarily limited to advice and services related to the availability of funds or specified rate of return or interest; the expected performance, fluctuation in or future market value of investments or securities; potential sales, earnings, profitability or economic value; securing financing; and the preparation of pro-forma statements, such as those which are the basis of and/or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
   e) Compensation study experts, for all CLIENT's necessary or desired compensation studies helpful in forming appropriate bargaining proposals related to compensation; and
   f) Any and all other complementary/sub-specialists or licensed professionals, needed or desired, for any and all other analysis, advice, or services, requiring such complementary/sub-specialization or professional licensure, which are reasonably required in order to accomplish *any* CLIENT purpose, including the purposes of Section 2.a and Attachment A

3. ABILITY TO PERFORM – CONSULTANT agrees and represents that it has the availability, ability, and expertise to perform CONSULTANT Services.

PL (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

4. DISCLAIMER OF GUARANTEE – CONSULTANT shall perform CONSULTANT Services in a manner consistent with the level of due diligence normally observed by a person of CONSULTANT's qualifications, offering CONSULTANT Services, as defined by Section 2, Attachment A, and this Agreement generally. However, nothing in this Agreement and nothing in CONSULTANT's statements to CLIENT should be construed as a promise or guarantee about outcomes, completion time, or total fees. CONSULTANT makes no such promises or guarantees. CONSULTANT's comments about such topics are expressions of opinions only. Actual outcomes, time required, and fees due (other than hourly rate and other billing policies specified in Section 7 and Attachment B) may vary from any estimates given.

5. DIRECTION & EXECUTION –

   a. Direction: To the extent consistent with Section 6 and the rest of this Agreement, CONSULTANT shall take direction from, and be monitored by CLIENT's County Administrative Officer, and/or a duly authorized designee, except as otherwise specified in this Agreement.

   b. Execution: CONSULTANT shall assign Patrick Clark to have overall responsibility for the progress and execution of CONSULTANT's obligations under this Agreement. Any change in this assignment may be cause for immediate termination of this Agreement by CLIENT, in accordance with Section 15.

6. ENTITY AS CLIENT – CLIENT is the client, and the only client, under this Agreement. Therefore, CONSULTANT's duty under this Agreement is to the CLIENT itself, as represented by its duly elected legislative body, when acting in accordance with all applicable laws. Accordingly, and notwithstanding Section 5, or any other provision of this Agreement, CONSULTANT

   a. Adopts no separate duty by this Agreement to any individual or entity working with or for CLIENT;

   b. Shall only take direction from any individual or entity working with or for CLIENT to the extent CONSULTANT finds it consistent with CONSULTANT's duty to CLIENT pursuant to this agreement; and

   c. Shall be permitted to consult with CLIENT's legislative body, as CONSULTANT deems necessary, and in the manner and to the extent permitted by California law, to properly execute CONSULTANT's obligations to CLIENT under this Agreement.

7. COMPENSATION –

   a. Compensation Rates, Definitions, and Policies – Compensation rates, definitions, and policies are as set forth in Attachment B, and incorporated into this Agreement by this reference.

PL (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

b. Method of Billing and Payment – At or near the end of each calendar month, CONSULTANT shall submit to CLIENT an invoice for CONSULTANT's Time Worked, and, at CONSULTANT's discretion, Billable Expenses, incurred during that calendar month, in accordance with the compensation rates, definitions, and policies described in Attachment B. CLIENT shall pay each invoice in full within 30 days of its receipt.

c. Total Compensation – The total compensation and costs payable to Consultant under this Agreement shall not exceed the sum of seventy-five thousand dollars ($75,000.00) ("Compensation Cap"), except to the extent Compensation Cap is increased or removed by renewal or extension of this Agreement, per the terms of Section 16.

8. INSURANCE – CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the Agreement, insurance policies and endorsements of the type described below.

a. Coverage Required –
   i. Business General Liability Insurance Policy – $1,000,000.00 per claim and $2,000,000.00 general aggregate;
   ii. Auto Liability Insurance Policy – $1,000,000.00;
   iii. Errors and Omissions Insurance Policy – $1,000,000.00; and
   iv. Workers Compensation Insurance Policy, if/when applicable – Currently CONSULTANT has no employees and is not planning to hire any employees. Therefore, currently CONSULTANT maintains no workers compensation insurance. However, if CONSULTANT hires employees in the future, at that time CONSULTANT shall obtain workers compensation insurance and maintain it for so long as CONSULTANT retains such employees.

b. Endorsements – Within a reasonable amount of time after the later of the following two dates, if those dates differ: i) the Effective Date of this Agreement, stated in Section 1; and ii) the date by which all parties have signed this Agreement, CONSULTANT shall ensure that CONSULTANT's business general liability and auto liability insurance policies, referenced in Sections 8.a.i-ii, name CLIENT and related parties as additional insured(s), as follows: "Colusa County and its officers, employees, agents, and volunteers."

c. Evidence of Coverage –
   i. As soon as practicable upon securing the endorsements required by Section 8.b., CONSULTANT shall ensure that (a) certificates of insurance indicating evidence of the endorsements required by Section 8.b are delivered to CLIENT; and, (b) within a reasonable period of time after a copy of any particular policy required by Section 8.a is requested by CLIENT in writing, that requested copy is delivered to CLIENT.

PL (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

ii. Thereafter, at reasonable intervals, in order to assure that required insurance coverage has not lapsed, with a reasonable period of time after written request by CLIENT (a) CONSULTANT shall ensure CLIENT is provided with requested additional certificates of insurance, indicating evidence of the endorsements required by Section 8.b; and (b) CONSULTANT shall ensure CLIENT is provided with any requested copies of any particular policy required by Section 8.a, if the language in that policy may have changed since CLIENT's last request.

d. Substitute Insurance – CONSULTANT agrees that if it fails to maintain insurance coverage of the type described under Section 8.a. and 8.b., for the duration of this Agreement, whether due to the required insurance lapsing, expiring, terminating, being suspended, or otherwise failing to be maintained, and then fails to reinstate such insurance within 8 business days of receiving written notice from CLIENT of CLIENT's plan to exercise its rights under this Section 8.d., CLIENT may either (i) immediately terminate this Agreement, upon delivery of written notice; or (ii) take out the minimum insurance necessary to rectify the lapse and pay the premium(s) thereon, at CONSULTANT's expense.

e. Self-Insured Retention or Deductible – CONSULTANT shall be responsible for all deductibles and self-insured retentions on CONSULTANT's insurance policies, except when CLIENT makes a claim as an additional insured, in which case CLIENT shall be responsible. .)

f. Subcontractors – CONSULTANT subcontractors must also carry insurance policies of the type described in Section 8.a., but only to the extent and for the duration they directly perform CONSULTANT Services, as opposed to services performed for CONSULTANT and/or for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountancy services, and legal services to assist CONSULTANT in drafting and negotiating this Agreement, for example.

9. INDEPENDENT CONTRACTOR – Both parties agree that CONSULTANT shall perform CONSULTANT Services as an independent contractor, not as an employee of CLIENT. Accordingly, CONSULTANT shall retain the right to perform similar and different services for others during the term of this Agreement; shall determine the means, methods, timing, and manner of performing CONSULTANT Services, subject only to the requirements of the Agreement; and shall be the primary provider of the tools and supplies needed to perform CONSULTANT Services.

10. ASSIGNMENT AND SUBCONTRACTING – A substantial inducement to CLIENT for entering this Agreement is to avail itself of CONSULTANT's unique combination of experience, reputation, and skill in delivering CONSULTANT Services. Therefore, CONSULTANT agrees to refrain from assigning this Agreement or subcontracting any portion of CONSULTANT Services to a third party, without prior written permission from CLIENT. However, nothing in this Section shall prohibit CONSULTANT, with or

PL (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

without prior written permission from CLIENT, from hiring independent contractors or employees to provide support services for the general operation of CONSULTANT's business, including, but not limited to secretarial services, accountant services, and legal counsel to assist CONSULTANT in drafting and negotiating this Agreement, for example.

11. COMPLIANCE WITH LAWS – CONSULTANT agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to CONSULTANT.

12. CONFIDENTIALITY – All data, documents, discussions, and other information developed or received by CONSULTANT in performing CONSULTANT Services shall be deemed confidential ("Confidential Information"), except that which is either immaterial, shared in communications with representatives of CLIENT bargaining units, publicly available, generally known, and/or released by CLIENT to the public. CONSULTANT shall not disclose Confidential Information, except as CONSULTANT reasonably and in good faith determines is either required by law, authorized by CLIENT, helpful in order either to perform CONSULTANT Services or to execute any other provision this Agreement, or is otherwise reasonable, as in the event of a dispute between CONSULTANT and CLIENT.

13. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY –

    a. Ownership of Intellectual Property – CONSULTANT owns the copyright to any and all reports, documents, and other written material provided by CONSULTANT to CLIENT in the performance of this Agreement ("Written Products"). Therefore, CLIENT shall not attempt to register copyright or resell any version of such Written Products. CONSULTANT may take, retain, disclose, reformulate, reuse, resell and register copyright versions of such Written Products from which any and all of CLIENT's confidential information has been removed.

    b. Licensing of Intellectual Property – This Agreement creates a nonexclusive and perpetual license for CLIENT to copy, use, modify, or reuse any and all Written Products, for direct use by CLIENT.

14. RECORDS AND INSPECTIONS – CONSULTANT shall maintain materially complete records with respect to CONSULTANT Services for a period of three years after the termination of this Agreement. CLIENT shall have the right, at its own expense, to access, examine, and make copies such records, during normal business hours, pursuant to specific, reasonable date, time, and other relevant logistical arrangements made in advance with CONSULTANT.

15. TERMINATION OF AGREEMENT –

    a. Elective Termination – Either party, CONSULTANT or CLIENT, may terminate this Agreement, either i) with 15 days advance written notice, with or without

PL (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

cause; or ii) immediately upon delivery of written notice, with cause, as defined by Section 8.d.i. or Section 5.b.

b. Automatic Termination – If the Compensation Cap described in Section 7.c. is reached, this Agreement shall automatically terminate, except to the extent renewed or extended per the terms of Section 16.

c. Requirements Upon Termination – In the event of termination, in accordance with either Sections 15.a or 15.b., CLIENT shall compensate CONSULTANT for CONSULTANT's Time Worked, and billed Billable Expenses, incurred up to the date of termination, within thirty days of CONSULTANT's delivery to CLIENT of both a final invoice, and all significant work product generated prior to the date of termination but not yet provided to CLIENT, if any.

16. RENEWAL OR EXTENSION OF AGREEMENT – This Agreement may be renewed or extended by written agreement of the parties, to increase or eliminate the Compensation Cap, before or within 30 days after Automatic Termination. However, nothing in this Section, or this Agreement generally, requires either party to renew or extend this Agreement or to enter into negotiations regarding the renewal or extension of this Agreement.

17. NO THIRD PARTY BENEFICIARY – This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors, heirs, and assigns, and no other person or entity may have or acquire any right by virtue of this Agreement.

18. NOTICE – Any notice required by Section 8, 15, or Attachment B of this Agreement shall be in writing and either delivered personally or sent by prepaid, first class mail, to the applicable party's physical address, provided below. Any other notice required by this Agreement may be emailed, to the applicable party's email address, provided below. Either party may change its addresses or phone number by notifying the other party in writing of the change. Any notice, request, or other communication between the parties, whether required by this Section or in voluntary compliance with it, shall be deemed communicated upon personal delivery, or within 72 hours from the time of mailing or emailing, if sent as provided in this Section.

If to CLIENT:

Colusa County
Attn.: County Administrative Officer
547 Market Street; Room 102
Colusa, CA 95932
Tel: (530) 458-0757
Email: wtyler@countyofcolusa.org

If to CONSULTANT:
Patrick Clark Consulting

PC (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

Attn.: Patrick Clark
770 L Street, Suite 950
Sacramento, CA 95814
Tel: (916) 838-2806
Email: pc@patrickclarkconsulting.com

19. ENTIRE AGREEMENT – This Agreement and all other agreements, exhibits, attachments, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties, pertaining to CLIENT hiring CONSULTANT to perform CONSULTANT Services, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties pertaining thereto. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty, except those expressly set forth in this Agreement.

20. SEPARATE WRITINGS AND EXHIBITS – The following agreements, exhibits, attachments, schedules, or other separate writings, as executed contemporaneous herewith or as amended in the future in accordance with Section 21, constitute a part of this Agreement and are incorporated into this Agreement by this reference:

    a. ATTACHMENT A – Scope of Work
    b. ATTACHMENT B – Compensation Rates, Definitions, and Policies
    c. Any additional exhibits, attachments, schedules, or other separate writings, added to this Agreement in the future, by amendment, in accordance with Section 21.

    If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, attachment, schedule, or other incorporated writing, the provisions of this Agreement shall control.

21. AMENDMENTS – This Agreement and its attachments may be supplemented, amended, or modified only by a writing signed by both parties, except as allowed by Attachment B.

22. SEVERABILITY – If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. However, notwithstanding the foregoing, this clause shall not be applied so as to defeat the primary purpose of the parties, which is CLIENT hiring CONSULTANT to perform CONSULTANT Services in exchange for compensation described in Section 7 and Attachment B.

23. JURISDICTION OF LAW; VENUE – The laws of the State of California shall govern the validity, construction, and effect of this Agreement, except to the extent said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the Colusa County Superior Court, if Consultant is plaintiff, and in Sacramento County Superior Court, if Client is plaintiff.

PC (CONSULTANT's initials) WT (CLIENT's initials)

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

24. CAPTIONS – The captions in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

25. WAIVER – No delay or omission to exercise any right, power, or remedy accruing to parties under this Agreement shall impair any right, power, or remedy of parties, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy; or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

26. AUTHORITY TO ENTER AGREEMENT – Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement on behalf of each respective party.

CLIENT (Colusa County)
By:

Wendy G Tyler — 7/31/19
Wendy G Tyler — Date
County Administrative Officer

CONSULTANT (Patrick Clark Consulting)
By:

Patrick Clark — 7/18/19
Patrick Clark — Date
Consultant

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

_____ (CONSULTANT's initials) _____ (CLIENT's initials)

ATTACHMENT A

SCOPE OF WORK

Under direction and supervision of CLIENT's County Administrative Officer, and/or a duly authorized designee, and in consultation with and with review and approval by CLIENT's duly provided, appropriate, relevant, necessary, and desired complementary/sub-specialists and licensed professionals, including, but not necessarily limited, to those described in Section 2.b. of this Agreement, "CONSULTANT Services" to include:

1. Serve as the CLIENT's Chief Labor Negotiator;
2. Allow CLIENT's Board of Supervisors the opportunity to create the guidelines and parameters for ensuing discussions with CLIENT's recognized employee group(s);
3. Meet with CLIENT's Negotiation Committee and County Board of Supervisors to ensure proper relations with CLIENT's Board of Supervisors and to assist in the formulation of CLIENT's position(s) for forthcoming meetings with CLIENT's recognized employee group(s);
4. Collaboratively develop guidelines, proposals, counter-proposals, strategies, and human resources and labor relations documents as are necessary to negotiations, specifically in cooperation with CLIENT's duly provided complementary/sub-specialists and licensed professionals, needed, or desired for input, review, or approval, as described in Section 2.b. of this Agreement, including, but not necessarily limited to, CLIENT's Negotiation Committee members and, without limitation, CLIENT's Board of Supervisors, as well as CLIENT's county counsel and actuary(ies), if/as necessary or desired.
5. Assist in developing tentative agreements, and MOU provisions, as are reasonable and/or necessary to negotiations, specifically at the direction of CLIENT's Negotiation Committee and CLIENT's Board of Supervisors, and with the cooperation, review, and/or approval of any other appropriate, duly provided CLIENT complementary/sub-specialists and licensed professionals, as described in Section 2.b. of this Agreement, including, but not necessarily limited to CLIENT'S county counsel, where CLIENT shall ensure that all tentative agreements and MOU provisions are subject to final review and approval by CLIENT's county counsel and any other necessary or desired Section 2.b complementary/sub-specialists and licensed professionals, prior to MOU adoption by CLIENT's Board of Supervisors.

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

(CONSULTANT's initials) (CLIENT's initials)

ATTACHMENT B

COMPENSATION RATES, DEFINITIONS, AND POLICIES

1. CONSULTANT Invoices: CONSULTANT invoices shall include brief descriptions of Time Worked, including dates and amount of time spent, and amounts for Time Worked at CONSULTANT's Rate, and, at CONSULTANT's discretion, amounts for Billable Expenses, if any, in accordance with the following definitions and related rates and policies.
2. Definitions:
    a. "Time Worked": Time Worked shall include both CONSULTANT's time spent performing Consultant Services and CONSULTANT's related drive time, including time spent driving between CLIENT's location(s) and CONSULTANT's office, home, or any other location.
    b. "CONSULTANT's Rate": CONSULTANT's Rate is $175.00 per hour, billable in increments of 15 minutes.
    c. "Billable Expenses:" CONSULTANT'S actual, reasonable, documented expenses shall be considered "Billable Expenses," and shall be reimbursed by CLIENT at cost, without mark-up, if and when billed by CONSULTANT.
3. Amendments to Attachment B: With 30 days advance written notice, CONSULTANT shall be entitled to unilaterally increase Consultant's Rate, set herein, or otherwise amend this Attachment.

Attachment: C19-153 Patrick Clark Consulting [Revision 1] (6298 : First Modification Patrick Clark Consulting C19-153)

PC (CONSULTANT's initials) WT (CLIENT's initials)

COUNTY OF COLUSA, CA **3.14**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Human Resources**

FROM: **Ann Nordyke**

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

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

Detailed Description/Background of request

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

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

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

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

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

At this time, Human Resources has no further modifications to the resolution.

Prior Board Action

December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.
November 24, 2020 reconsidered/extended Resolution with no changes

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

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

Action for the Clerk
None

ATTACHMENTS:

- 20-008 Resolution Establishing Temporary Additional Personnel Policies approved 12-15-20(PDF)

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies approved 12-15-20 (6299 : Revisit Resolution 20-008)

RESOLUTION NO. 20-008

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

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

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

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

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

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

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

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

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

2. Employees who have come into verifiable contact with COVID-19 and have been ordered by the Public Health Officer to self-quarantine, are following state orders to self-quarantine, or those employees who are ill or exhibiting COVID-19 symptoms, shall self-quarantine for the length of time ordered by the Public Health Officer, their doctor, State orders, or in the absence of any such direction until they are completely asymptomatic for a minimum of seventy-two (72) hours. Employees who do not qualify to work from home under this resolution shall be required to use sick leave or vacation leave during the applicable period;

4. Employees who have expended all their leave balances and who are required to self-quarantine or are absent for any COVID-19 related purpose may request to take leave without pay in accordance with existing County policy. Alternatively, the Board authorizes,

subject to the approval of the County Administrative Officer and Human Resources Director in each case, the advancement of up to eighty (80) hours of sick leave, which will be made up by a percentage reduction in sick leave accruals over a 3 year period following the last advancement. Employees requesting a sick leave advancement are required to acknowledge in writing that any such advancement not made up during the term of their employment would constitute a debt owed the County and they further authorize the deduction from their final paycheck any monies due and owing the County upon ceasing County employment. Advances made under this resolution will be coordinated between the Payroll unit and the Human Resources Department;

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

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of December, 2020 by the following vote:

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies approved 12-15-20 (6299 : Revisit Resolution 20-008)

AYES: Supervisors Kent S. Boes, John D. Loudon, J. Merced Corona, Gary J. Evans, and Denise J. Carter.

NOES: None.

ABSENT: None.

Denise J. Carter, Board Chair

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

By _____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies approved 12-15-20 (6299 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **3.15**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Ratify Emergency Purchase of Unbudgeted Fixed Asset**

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

Detailed Description/Background of request

The Colusa County Sheriff's Office tape drive used to back up their computer server is five years old and has failed. This critical device needed to be replaced because it is used to perform daily back up of core business operations in the event of a server failure or file information is deleted and needs to be restored.

Prior Board Action

None

Fiscal Impact/Funding Source

Unbudgeted (00101-2021-57011) Not to exceed $2,304.80

Action for the Clerk

None

ATTACHMENTS:

- Order Confirmation (PDF)

CHECKOUT: CONFIRMATION

THANK YOU FOR YOUR ORDER

Order Number: 1C3NC40
Order by: Angela Gross
Date: 12/22/2020 6:46:22 PM
Confirmation Email Sent to: anggross@countyofcolusa.org
Billed from: CDW Government Inc., 230 N. Milwaukee Ave, Vernon Hills, IL - 60061 (800) 594-4239

SHIPPING ADDRESS

Colusa Co. Central Services
Name/Attention: Angela Gross
547 Market Street
Suite110
Colusa, CA 95932

SHIPPING METHOD

Drop Ship Ground
2-5 business days

BILLING & PAYMENT

Billing Address
Colusa County Central Services, Attn: Accts Payable (# 2756962)
547 Market St Ste 110
Colusa, CA 95932-2452

Payment Method
Net 30 Days-Govt State/Local
If you have not been approved verbal P.O., a purchase order must be sent to your account manager for your order to be processed.

P.O. Number/Description 202112222020

ADDITIONAL INFORMATION

Order Details

Item	Quantity	Unit Price	Extended Price
QUANTUM LTO-6 DRIVE HH TT 6GB/S SAS MFG #:TC-L62BN-AR-C CDW Part:3379431 UNSPSC:43201807	1	$2,149.00	$2,149.00

*ATTENTION NEW FEDERAL CUSTOMERS:
If tax appears on your order, it will be deleted when the order is processed. No tax will be charged.

Order Summary

Subtotal	$2,149.00
Shipping	Free Shipping
Sales Tax	$155.80
Order Total	$2,304.80

Attachment: Order Confirmation (6300 : Ratify Emergency Purchase of Unbudgeted Fixed Asset)

Quantum (1)

Quantum LTO-6 Half-Height 6.25 TB Tape Drive

Mfg.Part: TC-L62BN-AR-C | CDW Part: 3379431 | UNSPSC: 43201807

Availability: • In Stock
Get it **Thursday, December 10** to 95932 by a CDW partner

Was ~~$2,900.00~~ SAVE $751.00

$2,149.00 CMAS Synnex

Lease Option ($63.40/month)

Product Details

- LTO Ultrium (2.5 TB / 6.25 TB)
- Ultrium 6
- SAS-2
- external
- encryption
- with Deduplication Software

Product Overview

Main Features

- LTO Ultrium (2.5 TB / 6.25 TB)
- Ultrium 6
- SAS-2
- external
- encryption
- with Deduplication Software

Quantum's LTO-6 standalone drives are LTFS compatible to archive data in native format. Now including Datastor Deduplication Software providing up to 8x the data per LTO-6 cartridge. The included Datastor Software provides several options for data protection and retention: disk to disk to tape, backup with deduplication to tape or archive to tape in native format. Also compatible with all major backup applications.

Tech Specs

Specifications are provided by the manufacturer.

Header

Manufacturer:	Quantum
Brand:	Quantum
Product Line:	Quantum
Model:	LTO-6 HH
Bundled with:	Deduplication Software
Packaged Quantity:	1

Chassis

Built-in Devices:	LED panel

Storage

Type:	Tape drive
Enclosure Type:	External
Key Features:	Encryption

Attachment: Order Confirmation (6300 : Ratify Emergency Purchase of Unbudgeted Fixed Asset)

COUNTY OF COLUSA, CA

3.16

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Adopt Amended Resolution No. 20-058**

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

Detailed Description/Background of request

On December 14, 2020, the Board adopted Resolution No. 20-058 declaring certain vehicles as surplus property and authorizing disposal.

An inadvertent copy and paste error by a department included fixed asset number 0901177, a 2017 Dodge 2500 truck. The amended Resolution No. 20-058, updates Exhibit A by striking through the last line and removing that fixed asset from the list.

Prior Board Action

Adopted Resolution No. 20-058

Fiscal Impact/Funding Source

None

Action for the Clerk

Update Resolution No. 20-058

ATTACHMENTS:

- 20-052 Declaring Certain Fixed Assets as Surplus Property and Authorizing Disposal(Amended) (PDF)

Attachment: 20-052 Declaring Certain Fixed Assets as Surplus Property and Authorizing Disposal(Amended) (6301 : Adopt Amended Resolution

RESOLUTION NO. 20-052

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING CERTAIN FIXED ASSETS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL

WHEREAS, the Colusa County Agricultural Commissioner, Assessor Office, Behavioral Health Department, Child Support Services Department, County Administrative Officer – Information Technology Division, District Attorney's Office, Health and Human Services Department, Library Department, Probation Department, and Sheriff's Office has surplus property that is no longer needed by these Departments;

WHEREAS, the Colusa County Agricultural Commissioner, Assessor Office, Behavioral Health Department, Child Support Services Department, County Administrative Officer – Information Technology Division, District Attorney's Office, Health and Human Services Department, Library Department, Probation Department, and Sheriff's Office desire to dispose of the property no longer needed;

WHEREAS, the Colusa County Purchasing and Procurement Division will use the auction contract C20-077 with Enterprise Fleet Management as the method of disposal of surplus property; and

WHEREAS, the Departments listing of surplus property and method of disposal is attached hereto and incorporated by reference as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED, that certain fixed assets outlined in "Exhibit A" are declared surplus and the Colusa County Purchasing and Procurement Division is authorized to dispose of those items.

PASSED AND ADOPTED this 15th day of December, 2020 by the following vote:

AYES: Supervisors Kent S. Boes, John D. Loudon, J. Merced Corona, Gary J. Evans, and Denise J. Carter.

NOES: None.

ABSENT: None.

Denise J. Carter, Chair

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

By: _____
Melissa Kitts, Clerk

APPROVED AS TO FORM:

_____
Marcos Kropf, County Counsel

EXHIBIT A

Dept	Fixed Asset #	Description	Dept Eq#	Serial #	License #
Ag Dept	0900316	2002 Ford Ranger	n/a	1FTYR14U22PA21759	E1083990
Assessor	0900865	1997 Ford Taurus	n/a	1FALP52U2VG185128	n/a
Behavioral Health	0901011	2008 Crown Victoria	n/a	2FAFP71V78X102889	n/a
Behavioral Health	0901002	2009 Crown Victoria	n/a	2FAHP71V09X123478	n/a
Behavioral Health	0901150	2005 Crown Victoria	n/a	2FAFP71WX5X140508	1150337
Behavioral Health	0901151	2005 Crown Victoria	n/a	2FAFP71W85X140507	1150338
Child Support	0901214	2002 Ford Explorer	n/a	1FMCU70E12UC23743	n/a
Child Support	0901215	2004 Dodge Neon	n/a	1B3ES26C24D506281	n/a
CAO - IT Division	0900903	1997 Ford Taurus	n/a	1FALP52UXVG298468	990559
CAO - IT Division	0900453	2002 Crown Victoria	n/a	2FAFP74W02X110425	1083956
District Attorney	0901046	2006 Chevy Equinox	n/a	2CNDL73F866173813	n/a
DHHS - Public Health	0900913	2005 Ford Freestyle	913	1FMDK04185GA34812	1150345
DHHS - Welfare	0900803	2000 Chevy Malibu	803	1G1ND52J2Y6192357	1018652
DHHS - Welfare	0901119	2002 Dodge Stratus	820	1B3EL36R02N204924	1083966
Library	0900874	2002 Dodge Caravan	n/a	2B4GP44382R623801	1083973
Probation	0900912	2003 Chevy Malibu	n/a	1G1ND52J93M635091	1150254
Probation	0901012	2007 Crown Victoria	n/a	2FAFP73W07X105833	1219608
Sheriff	0900206-01	2006 Crown Victoria	VCSU#4	2FAFP71W66X121519	1218916
Sheriff	0900213	1995 Ford Bronco	205	1FMEU1549SLC10513	1334807
Sheriff	0999916	2012 Chevy Caprice	1202	6G1MK5T23BL548819	1366967
Sheriff	0901127	2014 Ford Explorer	1411	1FM5K8AR1EGB79977	1447437
Sheriff	0901157	2015 Ford Explorer	1506	1FM5K8AR3FGC13936	1489348
Sheriff	0901190	2018 Ford Explorer	1804	1FM5K8ARXJGA46306	1533759
Sheriff	0901175	2017 Ford Explorer	1704	1FM5K8AR9HGB82999	1525699
~~Sheriff~~	~~0901177~~	~~2017 Dodge 2500~~	~~1705~~	~~3C6TR5CT2HG702406~~	~~1455950~~

Attachment: 20-052 Declaring Certain Fixed Assets as Surplus Property and Authorizing Disposal(Amended) (6301 : Adopt Amended

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Human Resources**

FROM: **David Prentice**

SUBJECT: **Resolution and Adoption of HRA Plan Document for Retirees**

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

Detailed Description/Background of request

During negotiations, the County and its recognized employee organizations reached an agreement regarding a new benefit, a Health Reimbursement Account (HRA). The County contributes $50 per month into individual IRS qualified HRA accounts for each active employee. The contribution is in addition to any excess cafeteria funds. The Board extended the same benefit to Appointed and Elected Department Heads as well as Unrepresented Employees. Upon retirement the remaining balance of an active employee's HRA will be rolled into a retiree HRA.

The attached HRA Plan Document is for this retiree HRA. The documents were developed by Basic Pacific (the company the County contracts with for certain benefit administration services) in consultation with representatives from County Counsel and the Human Resources Department.

Prior Board Action

Approved MOUs with CCEA - January 7, 2020; CCMC - April 21, 2020 and CCDSA - April 21, 2020. Approved Salary and Benefit resolutions with Unrepresented Employees - April 21, 2020; Appointed Department Heads - May 19, 2020 and Elected Department Heads - June 30, 2020.

The Board approved adopting the Health Reimbursement Arrangement Plan for active employees at the September 29, 2020 Board Meeting.

Fiscal Impact/Funding Source

NONE. This is an enabling document. There are no costs associated with its approval beyond those already approved by the Board when it adopted the above-described negotiated agreements.

Action for the Clerk

Distribute Approved HRA4 Plan Document to County Counsel and the Human Resources Department.

ATTACHMENTS:

- Retiree HRA4 Resolution (DOCX)
- Exhibit A - HRA4 Adoption Agreement (DOC)

RESOLUTION NO. 20 - _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ADOPTING A RETIREE ONLY HEALTH REIMBURSEMENT ARRANGEMENT PLAN

WHEREAS, Under existing Memoranda of Understanding and related resolutions adopted by the Board of Supervisors, effective January 1, 2021 in certain circumstances employees retiring from County service may have the remaining balance of their active Health Reimbursement Arrangement (HRA) account transferred to a retiree HRA account;

WHEREAS, to implement a reteiree HRA the County is required to adopt an HRA plan ("HRA Plan"); and;

WHEREAS, the County entered into an administrative services agreement with Basic Benefits, LLC to act on behalf of the County as a third party plan administrator for a County HRA Plan.

NOW, THEREFORE, BE IT RESOLVED, that the County approves and adopts the Health Reimbursement Arrangement Plan attached to this resolution as Exhibit A.

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

AYES:

NOES:

ABSENT:

_____
Denise J. Carter, Board Chair

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

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos Kropf, County Counsel

Attachment: Retiree HRA4 Resolution [Revision 3] (6265 : Approve Retiree HRA Plan Document (HRA4))

Attachment: Retiree HRA4 Resolution [Revision 3] (6265 : Approve Retiree HRA Plan Document (HRA4))

EXHIBIT A

HEALTH REIMBURSEMENT PLAN (HRA-4)

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a health reimbursement arrangement under Code sections 106 and 105. The Plan shall consist of this Plan Document and any Addendum. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): **County of Colusa**
2. Address: **250 5th St.**
3. City: **Colusa** **4.**State: **California** **5.** Zip: **95932**
6. Phone number: **530-458-0420**
7. Fax number: **530-458-0425**
8. Plan Sponsor EIN: **94-6000508**
9. Plan Sponsor fiscal year end: **6/30**
10a. Plan Sponsor entity type:
i. **[ ]** C Corporation
ii. **[ ]** S Corporation
iii. **[ ]** Non Profit Organization
iv. **[ ]** Partnership
v. **[ ]** Limited Liability Company
vi. **[ ]** Limited Liability Partnership
vii. **[ ]** Sole Proprietorship
viii. **[ ]** Union
ix. **[X]** Government Agency
x. **[ ]** Other: _____
10b. If **10a.viii** (Union) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: **California**
12a. The Plan Sponsor is a member of an affiliated service group:
[ ] Yes **[X]** No
12b. If **12a** is "Yes", list all members of the group (other than the Plan Sponsor): _____
13a. The Plan Sponsor is a member of a controlled group:
[ ] Yes **[X]** No
13b. If 1**3a** is "Yes", list all members of the group (other than the Plan Sponsor): _____

PLAN INFORMATION

A. GENERAL INFORMATION.

1. **Plan Number**: **502**
2. **Plan name**: a. **County of Colusa Retiree-Only Supplemental**
b. **Health Reimbursement Arrangement (HRA-4)**
3. **Effective Date:**
3a. Original effective date of Plan: **01/01/2021**
3b. Is this a restatement of a previously-adopted plan:
[ ] Yes **[X]** No
3c. If **A.3b** is "Yes", effective date of Plan restatement:_____.
NOTE: If **A.3b** is "No", the Effective Date shall be the date specified in **A.3a**, otherwise the date specified in **A.3c**; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

Attachment: Exhibit A - HRA4 Adoption Agreement [Revision 1] (6265 : Approve Retiree HRA Plan Document (HRA4))

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4a. **Plan Year** means each 12-consecutive month period ending on **12/31** (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year should be placed in the Addendum to the Adoption Agreement.
4b. The Plan has a short plan year:
[ ] Yes **[X]** No
4c. If **A.4b** is "Yes", the short plan year begins ___ and ends on ____
5. Is the Plan Subject to ERISA?
[ ] Yes **[X]** No

B. ELIGIBILITY.

Other Company Benefit Plan

1a. A Retiree is eligible to participate in the Plan under the same terms and conditions as under the Company benefit plan(s) specified in **B.1b**:
i. **[ ]** Yes - without limitation
ii. **[X]** Yes - with limitations and modifications described in **B.1c**
iii. **[ ]** No
1b. If B.1a is not "No", enter name of other Company benefit plan(s): CalPERS
1c. If **B.1a** is " Yes - with limitations and modifications", describe limitations and/or modifications: **The HRA-4 is created upon retirement with the balance remaining in the HRA 3 that the participant can then use to pay for all expenses (mirrors FSA) including health plan premiums and includes a debit card. The participant must use up the balance in their HRA 2 (if applicable) before accessing funds in the HRA 4 and the participant maintains the fee unless they also have an HRA1 and/or HRA2. "Retirees' shall only be considered those employees who have satisfied the Employer's terms and conditions for retirement. For our Plan, "Retirement" shall be considered as being only those retirees who have retired from Colusa County.**
NOTE: If **B.1a** is not "No", the remainder of Section **B** is disregarded.

Exclusions/Modifications

If **B.1a** is "No", the term "Eligible Employee" shall not include (Check items **B.2 - B.6a** as appropriate):
2. **[ ] Union.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
3. **[ ]** Any **leased employee**.
4. **[ ] Non-Resident Alien.** Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
5. **[ ] Part-time.** Any Employee who is expected to work less than **30** hours per week.
6a. **[ ] Other.** Other Employees described in **B.6b**.
6b. If **B.1a** is "No", and **B.6a** is selected, describe other Employees excluded from definition of Eligible Employee:
NOTE: The Plan may not discriminate in favor of highly compensated employees (within the meaning of Code section 105(h)(5)) as to benefits provided or eligibility to participate.
7a. If **B.1a** is "No", allow immediate participation for all Eligible Employees employed on the date specified in **B.7b**:
[ ] Yes **[ ]** No
7b. If **B.1a** is "No" and **B.7a** is "Yes", all Eligible Employees employed on _____ shall become eligible to participate in the Plan as of such date.
8a. If **B.1a** is "No", indicate whether the Plan will make any other revisions to the term "Eligible Employee":
[ ] Yes **[ ]** No
8b. If **B.1a** is "No" and **B.8a** is "Yes", describe any further modifications to the term "Eligible Employee":
_____.

Service Requirements

Attachment: Exhibit A - HRA4 Adoption Agreement [Revision 1] (6265 : Approve Retiree HRA Plan Document (HRA4))

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10. If **B.1a** is "No", minimum age requirement for an Eligible Employee to become eligible to be a Participant in the Plan:

11. If **B.1a** is "No", minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:

i. **[ ]** None.
ii. **[ ]** Completion of _____ hours of service.
iii. **[ ]** Completion of _____ days of service.
iv. **[ ]** Completion of _____ months of service.
v. **[ ]** Completion of _____ years of service.

12a. If **B.1a** is "No", frequency of entry dates:

i. **[ ]** An Eligible Employee shall become a Participant in the Plan as soon as administratively feasible upon meeting the requirements of **B.10** and **B.11**.
ii. **[ ]** first day of each calendar month.
iii. **[ ]** first day of each plan quarter.
iv. **[ ]** first day of the first month and seventh month of the Plan Year.
v. **[ ]** first day of the Plan Year.

12b. If **B.1a** is "No" and **B.12.a.i** (immediate entry) is not selected, an Eligible Employee shall become a Participant in the Plan on the entry date selected in **B.12a** that is:

i. **[ ]** coincident with or next following
ii. **[ ]** next following

the date the requirements of **B.10** and **B.11** are met.

13a. If **B.1a** is "No", indicate whether the Plan will make any other revisions to the eligibility rules specified in **B.10** - **B.12**:

[ ] Yes **[ ]** No

13b. If **B.1a** is "No" and **B.13a** is "Yes", describe any further modifications to the eligibility rules specified in **B.10** - **B.12**

14. **This HRA benefit is only offered to any Retiree of the Employer who at the time of his or her retirement from employment with the County of Colusa has a remaining balance in the active employees' HRA3.**

Former Employees

15a. Permit Eligible Employees to participate in the Plan after Termination (Section 3.03; See item **C.10** to describe benefits available to former employees):

i. **[ ]** Yes - all Eligible Employees are eligible to participate in the Plan after Termination.
ii. **[ ]** Yes - selected Eligible Employees are eligible to participate in the Plan after Termination.
iii. **[X]** No.

15b. If **B.15a** is "Yes - selected Eligible Employees are eligible to participate in the Plan after Termination", describe the Employees:

NOTE: The election in **B.15** does not have an effect on COBRA coverage.

C. BENEFITS

Eligible Expenses

1a. Coverage under the Plan for Covered Persons is available for the following Eligible Expenses (Section 4.01):

i. **[X] All allowable medical expenses**. All medical expenses that are excludable from income under Code section 105(b).
ii. **[ ] Listed medical expenses**. All medical expenses that are listed on an appendix to the Adoption Agreement and that are excludable from income under Code section 105(b).
iii. **[X] Health plan premiums**. Only health plan premium amounts that are otherwise payable by the Participant under a medical plan covering the Participant.
iv. **[ ] Health plan coinsurance**. Only health plan coinsurance amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.

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v. **[ ] Health plan deductibles and coinsurance**. Only health plan deductibles and coinsurance amounts that are otherwise payable by the Participant under a Company-sponsored medical plan covering the Participant.

vi. **[ ] Schedule of expenses**. A schedule of allowable medical expenses under a Company-sponsored medical plan(s) (current or former) as provided in an appendix to the Adoption Agreement.

NOTE: If **C.1a.vi.** is selected, the terms listed in the schedule of expenses shall be defined as provided in the relevant Company-sponsored medical plan.

1b. Are there any other modifications to the definition of Eligible Expenses:
[ ] Yes **[X]** No

1c. If **C.1b** is "Yes", describe modifications to the definition of Eligible Expenses: _____
NOTE: The modifications listed in **C.1c** may not be inconsistent with expenses that are excludable from income under Code section 105(b).

Covered Person

2a. The definition of Covered Person under the Plan shall include the following persons:

i. **[ ] Participant, spouse and dependents**. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday.

ii. **[ ] Persons covered under Company medical plan**. The Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under the Company-sponsored benefit plan specified in **C.2b**.

iii. **[ ] Participants Only**. No spousal or dependent coverage.

iv. **[X] Other**. The persons described in **C.2c**.

NOTE: The Plan Administrator may extend coverage for children until the end of the calendar year in which a child turns age 26.

2b. If **C.2a** is "Persons covered under Company medical plan", indicate the name of the Company-sponsored benefit plan: _____.
NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

2c. If **C.2a** is "Other", indicate the definition of Covered Person: If **C.2a** is "Other", indicate the definition of Covered Person: **participants, spouses, and federal tax dependents covered under HRA. The participant must be taxed on the value of the benefit attributable to a domestic partner.**
NOTE: The definition in **C.2c** may not include anyone other than the Participant, his or her spouse and all dependents within the meaning of Code section 152 as modified by Code section 105(b), and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday. If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, and iii) children are covered under this Plan, all children up to their 26th birthday must be covered.

Health Reimbursement Account - Maximum Benefit

3a. If **C.1a.vi** is selected are the maximum annual amounts specified in the schedule of benefits?
[ ] Yes **[ ]** No
NOTE: If the maximum annual amount credited to a Participant's Health Reimbursement Account depends on the Company-sponsored benefit plan the Participant is enrolled in or the particular type of Eligible Expense, **C.1a.vi** (schedule of expenses) should be selected and **C.3a** should be "Yes" (the maximum annual amounts entered in the schedule of benefits apply to this Plan).

3b. Enter the maximum annual amount that will be credited to a Participant's Health Reimbursement Account in any Plan Year for the applicable coverage category (Section 4.01):

i. One Covered Person (Participant only): **TBD by the County of Colusa and reported when the Participant becomes eligible to participate in the Plan.**

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ii. Two Covered Persons (Participant plus one other Covered Person): **TBD by the County of Colusa and reported when the Participant becomes eligible to participate in the Plan.**

iii. More than two Covered Persons (Family coverage): **TBD by the County of Colusa and reported when the Participant becomes eligible to participate in the Plan.**

NOTE: If the Plan only provides for a single coverage level for all Participants, enter that coverage level in **C.3b.i**.- **C.3b.iii**.

NOTE: The maximum annual amount is determined after any deductibles and coinsurance are calculated. For example, if the HRA pays the last $750 of a $1,000 plan deductible (after the Participant pays $250), **C.3b.i** should be "$750".

3c. **FSA Failsafe**. Limit the maximum annual benefit to 5 times the value of coverage and exclude long term care services:

[ ] Yes **[X]** No

NOTE: If **C.3c** is "Yes", the Plan is intended to be a flexible spending arrangement under Code section 106(c). Qualified long term care services as defined in Code section 7702B(c) are not an Eligible Expense under the plan and the maximum amount of reimbursement available must be less than 5 times the value of such coverage.

Health Reimbursement Account - Deductible

4. Enter the annual Health Reimbursement Account deductible in any Plan Year for the applicable coverage category:

a. One Covered Person (Participant only): $**NA**

b. Two Covered Persons (Participant plus one other Covered Person): $**NA**

c. More than two Covered Persons (Family coverage): $**NA**

NOTE: If the Plan only provides for a single deductible for all Participants, enter that coverage level in **C.4a**.- **C.4c**.

NOTE: If the Participants are also covered by a Company-sponsored medical plan, enter the deductible that applies to this plan (the Health Reimbursement Plan), ***not*** the deductibles of the Company-sponsored plan. Any expenses covered by a Company-sponsored plan are not an Eligible Expense under this Plan (Section 4.01(c)).

NOTE: If **C.1a.vi** (schedule of benefits) is selected, enter 0 (zero) if no annual deductible applies before the schedule of benefits is implemented.

NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care to the extent required under Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available under a Participant's Health Reimbursement Account).

Health Reimbursement Account - Coinsurance

5. If **C.1a.vi** is not selected, once the HRA deductible is met (if any), indicate the level of coverage provided under the HRA until the annual amount under **C.3** is met: _____ (for example, "50% of coinsurance/copayment amounts" or "100% of Eligible Expenses").

NOTE: If **C.5** is left blank, once the HRA deductible is met (if any), the Plan will provide coverage for 100% of Eligible Expenses until the annual amount under **C.3** is met, unless otherwise provided in the Adoption Agreement.

NOTE: If i) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and ii) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act, then the Plan must provide coverage without cost-sharing requirements for preventative care to the extent required under Treas. Reg. 54.9815-2713T (and any superseding guidance; up to the amount available under a Participant's Health Reimbursement Account).

Health Reimbursement Account - Procedures

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6a. The amounts in **C.3** shall be credited to the Participant's Health Reimbursement Account at the following times:

i. **[ ] Beginning of Plan Year**. The entire amount shall be credited at the beginning of the Plan Year.

ii. **[ ] Semi annually**. One half of the amount shall be credited at the beginning of the Plan Year and on the first day of the seventh month of the Plan Year.

iii. **[ ] Quarterly**. One fourth of the amount shall be credited at the beginning of each plan quarter.

iv. **[ ] Monthly**. One twelfth of the amount shall be credited at the beginning of each calendar month during the Plan Year.

v. **[ ] Per payroll period**. Amounts are credited each payroll period in an amount equal to the entire amount divided by the number of payroll periods.

vi. **[ ] Claims dependent**. Accounts are credited and reimbursements are made as claims are made.

vii. **[X] Other**. The entire amount shall be credited at the time the Participant becomes eligible to enter the Plan.

6b. If **C.6a.vi** is not selected and a Participant enters the Plan at a time other than the beginning of a period described in **C.6a**, the amounts credited to the Participant's Health Reimbursement Account for such period shall be reduced to reflect the time of actual participation in the applicable period:
[X] Yes **[ ]** No

6c. If **C.6a.vi** is not selected and if a change to the number of Covered Persons under **C.2** affects the amount(s) credited to the Health Reimbursement Account at times other than that selected in **C.6a**, contributions to the Participant's Health Reimbursement Account will be prorated to accommodate the change:
[ ] Yes **[X]** No - only future contributions affected
NOTE: If you select "Yes", this may result in a forfeiture from a Participant's Account, or, if amounts have been credited from a Participant's Account in excess of prorated amounts, future contributions may be discontinued until the correct contribution amount is attained.

7a. The Plan allows a carryover of the balance in a Participant's Health Reimbursement Account to the next Plan Year:

i. **[X]** Yes.

ii. **[ ]** Yes - but limited to the dollar amount specified in **C.7b**.

iii. **[ ]** Yes - but limited to the multiple specified in **C.7b** of the maximum annual benefit specified in **C.3**.

iv. **[ ]** No.

7b. If **C.7a** is "Yes with limitations", enter the maximum dollar amount (or multiple of the maximum annual amount specified in **C.3**) that may be carried over to the next Plan Year: _____.
NOTE: Enter a percentage if **C.7a.iii** is selected and the multiple is less than 1.

Coordination with Other Plans

8. Describe method to coordinate coverage in the Plan with a Health Care Reimbursement Account ("HCRA") in a Company-sponsored cafeteria plan for expenses that are reimbursable under both this Plan and the cafeteria plan (Section 6.01(e)):

i. **[ ] None**. Plan is not used in conjunction with a Company-sponsored HCRA.

ii. **[X] HRA first**. A Participant shall not be entitled to payment/reimbursement under the HRA-4 until the Participant has received his or her maximum reimbursement under the other HRA Plan(s) listed in B 1c.

iii. **[ ] Cafeteria plan first**. A Participant shall not be entitled to payment/reimbursement under this Plan until the Participant has received his or her maximum reimbursement under the HCRA.

9a. Describe method to coordinate coverage in the Plan with Health Savings Accounts (Section 6.01(j)):

i. **[X] None**. Coverage in the Plan is not limited or the Plan is not used in conjunction with a Health Savings Account.

ii. **[ ] Permitted Coverage**. Coverage in the Plan is only provided for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1), Rev. Rul. 2004-45 and Notice 2008-59).

iii. **[ ] Post Deductible Coverage**. The Plan will not pay or reimburse any medical expense incurred before the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied pursuant to Notice 2008-59.

iv. **[ ] Both Permitted and Post Deductible Coverage**. Until the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied, coverage in the Plan is only provided for permitted insurance

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and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and Rev. Rul. 2004-45). The Plan will pay or reimburse all medical expenses otherwise allowed by the Plan incurred after the minimum annual deductible under Code section 223(c)(2)(A)(i) is satisfied.

v. **[ ] Suspended HRA**. A Participant may elect to forego coverage in the Plan except for permitted insurance and other specified coverage (e.g., coverage for accidents, disability, dental care, vision care or preventive care within the meaning of Code section 223(c)(1) and permitted by Rev. Rul. 2004-45).

9b. If **C.9a** is not "None", the limitations shall apply to:

i. **[ ]** All Participants.

ii. **[ ]** Only Participants who are also eligible to participate in the high deductible health plan.

iii. **[ ]** Only Participants who are also enrolled in the high deductible health plan.

NOTE: If **C.9a** is "None" or **C.9b** is not "All Participants", eligibility for a Health Savings Account may be limited.

Former Employees

10a. If **B.15a** is "Yes" (Eligible Employees may participate in the Plan after Termination), select what benefits the Employees described in **B.15** are eligible for after Termination:

i. **[ ]** Plan Year spend-down. Former employees may spend down the amount remaining in their Account through the end of the Plan Year or 90 days after Termination, whichever is later.

ii. **[ ]** Other. As specified in **C.10b.**

NOTE: If **C.10a.i** is selected, no new benefits will apply to Terminated participants. If you want to provide new benefits for Terminated Participants or other spend-down periods, select **C.10a.ii** and indicate what benefits Terminated Participants will receive and any restrictions on Eligible Expenses in **C.10b**.

10b. If **C.10a.ii** is selected, describe any unique Plan features that apply to the Employees described in **B.15**:

NOTE: The elections in **C.10** will apply irrespective of whether employees are eligible for or elect COBRA coverage.

NOTE: Unless otherwise specified in **C.10b**, Eligible Expenses, benefits and other Plan provisions will apply in the same manner to former employees as other Plan Participants.

D. PLAN OPERATIONS

Claims

1. Claims for reimbursement for an active Participant must be filed with the Plan Administrator (Section 6.01):

i. **[X]** within **90** days following the last day of each Plan Year.

ii. **[ ]** by _____.

2a. The Plan provides for an earlier deadline for claims submission for Terminated Participants:

[ ] Yes **[X]** No

2b. If **D.2a** is Yes, claims for reimbursement for a Terminated Participant must be filed with the Plan Administrator (Section 6.01):

i. **[ ]** within _____ days following Termination of employment.

ii. **[ ]** by _____.

3. Indicate whether the Company will provide debit, credit, and/or other stored-value cards (Section 6.01(i)):

[X] Yes **[ ]** No

Plan Administrator

4a. Designation of Plan Administrator (Section 7.01):

i. **[X]** Plan Sponsor

ii. **[ ]** Committee appointed by Plan Sponsor

iii. **[ ]** Other

4b. If **D.4a.iii** is selected, Name of Plan Administrator: _____

5a. Type of indemnification for the Plan Administrator (Section 7.02):

i. **[ ]** None - the Company will not indemnify the Plan Administrator.

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ii. **[X]** Standard as provided in Section 7.02.
iii. **[ ]** Custom.

5b. If **D.5a.iii** (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.

State Law Rules

10a. If **A.5** is "No" (non-ERISA Plan), is the Plan subject to other state law rules?:
[ ] Yes **[X]** No

10b. If **A.5** is "No" (non-ERISA Plan) and **D.10a** is "Yes", enter any State law rules that apply to the Plan: _____.

E. EFFECTIVE DATES

Use this Section to provide any effective dates for Plan provisions other than the Effective Date specified in **A.3**.

This HRA plan is available to retirees only.

F. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #HRA and any related Appendix and Addendum to the Adoption Agreement.

Additional participating employers may be specified in an addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same.

The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2021.

COUNTY OF COLUSA:

Signature:_____

Print Name: _____

Title/Position:_____

Attachment: Exhibit A - HRA4 Adoption Agreement [Revision 1] (6265 : Approve Retiree HRA Plan Document (HRA4))

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ADDENDUM TO THE ADOPTION AGREEMENT

The following custom language is provided:

This HRA plan is available to retirees who at the time of their retirement from employment with the County of Colusa have a remaining balance in their active HRA3 account. The participant must Use up the balance in their HRA 2 (if applicable) before accessing funds in the HRA 4 and the participant maintains the fee unless they also have an HRA1 and/or HRA2.

Attachment: Exhibit A - HRA4 Adoption Agreement [Revision 1] (6265 : Approve Retiree HRA Plan Document (HRA4))

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COUNTY OF COLUSA, CA **4.2**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Human Resources**

FROM: **David Prentice**

SUBJECT: **Employee Selection Procedure Policy**

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

Detailed Description/Background of request

It is proposed to amend Policy 310 by deleting section *G. Promotional Eligibility* under *III. Promotions from Within*. This section of the policy serves no purpose and is in conflict with section *I. Advancement According to Merit and Ability* by preventing otherwise qualified candidates from being considered for promotional opportunities unless they have permanent status or six months of probationary service.

The employee organizations have been advised of the proposed policy amendment.

Recommendation: Staff recommends the Board approve the attached revised Employee Selection Procedure Policy.

Prior Board Action

This policy was first adopted by the Board on April 5, 1988 and was amended on February 27, 1996 and February 6, 2001.

Fiscal Impact/Funding Source

None

Action for the Clerk

None

ATTACHMENTS:

- RED-LINE Policy 310-Employee Selection Procedures (DOCX)
- FINAL Policy 310-Employee Selection Procedures (DOCX)

EMPLOYEE SELECTION PROCEDURE

POLICY NUMBER: 310
DATE ADOPTED: FEBRUARY 27, 1996
PAGE 1 of 10

Attachment: RED-LINE Policy 310-Employee Selection Procedures (6267 : Revised Employee Selection Procedure Policy)

I. RECRUITMENT

A. GENERAL. A positive recruitment program for Colusa County will be administered to locate and attract the best qualified personnel available. To encourage advancement, every effort will be made to fill vacancies by promoting eligible and qualified employees already on the staff. However, to assure the county of the best skills necessary to the operation of a complex organization, outside recruitment or in-house applications will be solicited for all appointing authorities and other top level position vacancies.

B. AREA OF RECRUITMENT. The appointing authority shall determine whether the area of recruitment shall be within the department, within the county service, within the Colusa County area, or within such area beyond Colusa County as he/she deems proper. (Co. Code§ 16-6(c))

II. ANNOUNCEMENTS

A. All job opportunities with Colusa County will be announced by publication of the vacancy announcements, which will include: Job title; salary range; description of duties; job site location; minimum education and experience requirements, and any special licenses, certificates or credentials required; a statement that proof of education and experience may be required; other information providing for a better understanding of the nature and conditions of the job; how, where, and when to make application; the method of evaluating the education, experience and personal qualifications of the competitors; and a statement that the County of Colusa is an equal opportunity employer.

III. PROMOTION FROM WITHIN.

A. When a position opening exists, the vacancy announcement is circulated widely and publicly throughout the county, or as a memorandum to all employees, for at least five (S) working days. The announcement, may, if deemed essential, coincide with outside recruitment efforts as established in Section IV below.

B. If there are any eligible candidates by the closing date, screening may proceed. If there are no such candidates from within, outside recruitment becomes mandatory.

1. One qualified in-house candidate who responds to the mandatory vacancy announcement is enough to proceed with the screening.

2. There must always be an announcement of an opening. If a temporary employee is the only responding candidate to the notice of vacancy and if she/he is qualified, the screening may proceed.

3. Students or other trainees that are considered temporary may be transferred with a waiver of policies.

C. FILLING VACANCIES BY PROMOTION--PROMOTIONAL LISTS. Vacancies in positions shall be filled insofar as possible and consistent with the best interests of the county from among county employees, and appropriate promotional lists shall be established for this purpose. (Co. Code §l6-l7(a))

D. SELECTION PROCEDURES. Whenever the employee relations officer determines that the needs of county service so require, he/she may announce and hold promotional selection procedures for the purpose of establishing county-wide promotional lists. (Co. Code §l6-L7(g))

E. PROMOTIONAL LIST. In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark shall be placed in the order of final earned ratings, except as such order may be modified by the application of this Section. The names of employees who separate from county service shall be removed from the promotion list. (Ord. No. 424, Section 2 (part); Ord. No. 491, (part). Co. Code§ l6-17(k))

F. ELIGIBILITY. Promotional examinations shall be limited to employees specified in this section. (Co. Code §16-17(h))

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~~G. PROMOTIONAL ELIGIBILITY. An employee in an office or department designated by the employee relations officer as appropriate, may participate in a promotional selection procedure regardless of current status, if, with no break in his or her county service by resignation, non-disability retirement or removal for cause, he or she has permanent status of six months of probationary service~~

~~H.~~G. QUALIFICATION. No employee may participate in a promotional selection procedure unless he or she has the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given. (Co. Code §16-l7(j))

I. ADVANCEMENT ACCORDING TO MERIT AND ABILITY. The employee relations officer and each officer and appointing authority shall encourage economy and efficiency in and devotion to county service by encouraging promotional advance of employees showing willingness and ability to perform efficiently the services assigned to them, and every person in county service shall be given the opportunity to advance according to merit and ability. (Co. Code §l6-17(b))

IV. OUTSIDE RECRUITMENT

A. Whenever a new position is created, or a present position becomes vacant and is not filled by in-house promotion, it shall be the County of Colusa's policy to advertise the position as widely as possible for at least five (5) working days, the last day of which shall be at least three days prior to the date on which written application for employment must be received. Any one of the following may be utilized to advertise openings or vacancies:

1. Distribute vacancy announcements.

2. Post vacancy announcements in "neighbor centers" and in all company employment offices.

3. Requests to state employment offices.

Attachment: RED-LINE Policy 310-Employee Selection Procedures (6267 : Revised Employee Selection Procedure Policy)

4. Requests to municipal, county or state civil service registers.

5. Through "positions available" in news media, including trade journals, for certain professional positions.

6. Requests to community, ethnic and women's organizations.

7. Requesting free public service announcements on radio and television.

V. APPLICATIONS - QUALIFICATIONS

A. All applications must be in writing, signed by the applicant, and filed in the Personnel Office within the time and in the manner specified in the announcement. The time for filing applications may be extended by the appointing authority as the needs of the service requires. Applications will not be returned to the applicants. The names of applicants shall not be made public. All applications will be filed in the Personnel Office and retained for one year. (Co.Code §16.6(d))

B. An application for employment with Colusa County will be accepted at any time.

C. Where the nature and duties of the job warrant it, applicants may be subject to examination which fairly tests capacity and fitness of the candidate to efficiently discharge the duties of the position for which the examination is held.

D. All candidates will be evaluated against requirements set forth in the job description for the position to be filled.

E. The employee relations officer may establish minimum qualifications for determining the fitness and qualifications of applicants for each class of position and for temporary appointments. For such purposes, the employee relations officer may require such certificates of citizens, physician, public officers, or others having knowledge o the applicant as the good of the service may require. Such minimum qualifications shall be reasonably related to

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successful job performance in the class in which an applicant seeks employment. The employee relations officer may require necessary documentary evidence of citizenship, honorable discharge from the armed forces of the United States, possession of valid licenses for various purposes, or other evidence of identification, fitness and qualifications. (Co. Code §16.9(e)).

VI. SCREENING

A. The purpose of the initial screening of applicants' applications is to evaluate each person's knowledge, skills, and abilities to perform the duties of the position for which she/he is applying, based on criteria established by the county. Such screening involves a review of each applicant's file of application, resume, relevant experience, educations, training, supervisor's evaluation, pertinent awards, and any other relevant information contained in the applicant's file or provided for review. Written tests may be given as applicable, such as typing, accounting, etc.

B. The person(s) doing the initial screening will determine which applicants are adequately qualified to be interviewed for the position for which they are applying the following guidelines:

1. Qualified - An applicant shall be declared qualified if he/she meets, has potential to meet, or exceeds the minimum qualifications for the position as stated in the job description.

2. Unqualified - An applicant shall be declared unqualified for lack of any of the required qualifications established for the job.

3. Disqualified - An applicant shall be declared disqualified for the following reasons:

   a. Falsification of application or attempted deception in connection with the application; or

   b. Material evidence of conduct that would be detrimental to the purposes and working relationships of Colusa County.

HISTORY
First Adopted: 4/5/88
Amended: 2/27/96, 2/6/01

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c. Failure to appear for a written test or for fingerprinting unless a reason is submitted in writing pursuant to the provisions of section 16-9(g) of the County Code.

4. No applicant will be rejected as "unqualified" or "disqualified" without sufficient justification and the appointing authority's approval of the rejection.

5. The employee relations officer has the authority to disqualify applicants up until the time of appointment by the Board of Supervisors pursuant to County Code section 16-9 (f).

VII. SCHEDULING OF SELECTION PROCEDURES

A. The employee relations officer may schedule selection procedures as the current and anticipated needs of the service require with due consideration to current departmental workload. Scheduled selection procedures may be postponed or cancelled or the closing date extended by the employee relations officer by notifying all persons effected and posting public notice. (County Code Section l6-9(b))

B. Selection procedures shall be competitive and of such character as fairly to test and determine the qualifications, fitness, and ability of competitors actually to perform the basic skills required to adequately function as a county employee in the class of positions for which they seek appointment. (County Code Section 16-9(c))

C. The primary factors for consideration in filling any position are: Experience, education, training, skills, and other abilities relating to the position to be filled. Those applicants who are most appropriately qualified will be referred to the appointing authority. (County Code Section 16-9(d))

D. The merit system of the State of California will apply to selection procedures for employment in the welfare department. (County Code Section 16-9(p))

Attachment: RED-LINE Policy 310-Employee Selection Procedures (6267 : Revised Employee Selection Procedure Policy)

XI. RATING

A. Written Test. All written test papers may be marked and graded under the direction of the employee relations officer and in accordance with the selection procedure announcement. Unless otherwise stated in the announcement, competitors shall be required to attain a score of not less than seventy percent. In no case shall the minimum passing score on a written examination be less than sixty percent of the total possible score. (County Code Section l6.lO(a))

B. Oral Appraisal Board.

1. Selection procedure for the purpose of appraising the fitness of applicants for any position may include or be limited to an oral interview as hereinafter provided. When such an interview is required, all applications will be evaluated by an appropriate screening panel consisting of three persons qualified by education or experience to evaluate the qualifications of the applicants for the particular position. Those applicants who appear best qualified will be invited for an oral interview before an oral appraisal board appointed as herein provided. The oral appraisal board will evaluate each applicant's experience, education, and personal fitness for the position. The names of no more than five applicants who have passed highest in accordance with the procedures herein provided will be submitted to the appointing authority who will make the appointment. (County Code Section 16-ll (d))

2. Oral appraisal boards shall be appointed by the appointing authority. (County Code Section 16-lO (d))

3. Persons holding elective office in the county and persons related to applicant, as defined in Section l6-5(i), are disqualified from serving on an oral appraisal board. (Ord. No. 424, Section 2(part); Ord. No. 491, (part); County Code Section 16-lO (d))

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4. A panel orientation shall be provided before the interview process to establish or review criteria for selection, the minimum requirements for the position, develop an understanding of the duties and responsibilities of the position, the interview standards to be used, and clarify any questions. Further, the panel orientation is intended to plan and ensure complete application of interviewing and rating procedures. This includes developing appropriate questions, appointing a moderator and reviewing use of interviewing forms.

5. Panel Interview Process. The interview person is a person-to-person interaction which provides the panel with an opportunity to obtain information on a combination of factors which are best assessed by direct observation, such as assessing the applicant's knowledge, skills, and abilities as expressed by the applicant in the interview. Clarification or additional information on any aspect of the applicant's qualifications, experience and professional goals and objectives may also be obtained during interviews.

a. After interviewing the applicants, the panel will assign an overall rating for each applicant and make its recommendation to the appointing authority.

b. The interviewer's marks shall be numerical percentages with seventy percent as the minimum passing rating. The ratings of the several members of the oral appraisal board shall be arithmetically averaged to determine each competitor's final ratings, except that if the average rating is below seventy percent but there is not a majority of the board who assign ratings below seventy percent, the competitor shall be given a rating of seventy percent, and except that, if a majority of the members assign a rating below seventy percent, the competitor shall be eliminated regardless of the fact that his average rating may be seventy percent or more. (County Code Section 16-lO(d))

c. Each member of an oral appraisal board shall place the reason that he or she rated any candidate below seventy percent in writing in the space provided on the rating sheet. (County Code Section 16-lO(d))

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6. All applicants interviewed will be ranked in order and certified to the appointing authority. Certification of all the applicants is required to prevent discrimination against other equally qualified applicants.

C. Interview. In any selection procedure, the education, experience, and personal qualifications may be rated by interview. The interview and rating shall be conducted by the appointing authority. (County Code Section 16.lO(b))

1. The appointing authority will make his/her selection or non-selection within a reasonable period. In the event of non-selection, the recruitment, screening and interviewing processes will be repeated.

D. Use of Whole Numbers. In the marking of written test papers and in computing scores for each competitor, all figures shall be rounded to the nearest whole number. (County Code Section 16-10 (c))

IX. NOTIFICATION OF SUCCESSFUL CANDIDATES

A. Pursuant to County Code Sections l6-5(b), 16-8(a), and l6-8(c), all appointments are conditional until successful passage of a county physical, county psychological (if needed), fingerprinting, and upon approval of the Board of Supervisors. The successful candidate shall be sent a conditional job offer confirming the foregoing requirements and list the position title, the salary, starting date and time, physical appointment, psychological appointment (if needed), and anticipated date the Board of Supervisors will consider appointment.

X. TEMPORARY OR EXTRA HELP POSITIONS. TEMPORARY OR EXTRA HELP EMPLOYMENT WITH THE POSSIBILITY OF PERMANENT EMPLOYMENTAT A LATER DATE.

A. In the event that selection procedures are followed prior to the date of hire for a temporary or extra-help position where permanent employment may be a possibility, written notice shall be given to such employee within five days of the date of hire and also provide that: "The successful applicant for this temporary position may be offered permanent employment without further notice or selection procedures. However no permanent employment is offered at this time." (County Code Section l6.9(a)(2)(A))

Attachment: RED-LINE Policy 310-Employee Selection Procedures (6267 : Revised Employee Selection Procedure Policy)

XI. EMERGENCY TEMPORARY OR EXTRA-HELP EMPLOYMENT.

A. In the case of temporary or extra-help employment no prior written published notice is required. The following written notice shall be given to such employee within five days of the date of hire: "Permanent employment may be offered only after submission to selection procedures for permanent employment as provided herein. No permanent employment is offered at this time." (County Code Section 16.9(a)(2)(8))

The Employee Relations Officer shall compile a list of unsuccessful, but qualified, applicants for any position, which the appointing authority may use to fill permanent or temporary Positions which become vacant within one year of the date the application for employment was initially received by the county. (County Code Section l6-9(a)(2)(A-B)

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Attachment: RED-LINE Policy 310-Employee Selection Procedures (6267 : Revised Employee Selection Procedure Policy)

EMPLOYEE SELECTION PROCEDURE

POLICY NUMBER: 310
DATE ADOPTED: FEBRUARY 27, 1996
PAGE 1 of 10

I. RECRUITMENT

A. GENERAL. A positive recruitment program for Colusa County will be administered to locate and attract the best qualified personnel available. To encourage advancement, every effort will be made to fill vacancies by promoting eligible and qualified employees already on the staff. However, to assure the county of the best skills necessary to the operation of a complex organization, outside recruitment or in-house applications will be solicited for all appointing authorities and other top level position vacancies.

B. AREA OF RECRUITMENT. The appointing authority shall determine whether the area of recruitment shall be within the department, within the county service, within the Colusa County area, or within such area beyond Colusa County as he/she deems proper. (Co. Code§ 16-6(c))

II. ANNOUNCEMENTS

A. All job opportunities with Colusa County will be announced by publication of the vacancy announcements, which will include: Job title; salary range; description of duties; job site location; minimum education and experience requirements, and any special licenses, certificates or credentials required; a statement that proof of education and experience may be required; other information providing for a better understanding of the nature and conditions of the job; how, where, and when to make application; the method of evaluating the education, experience and personal qualifications of the competitors; and a statement that the County of Colusa is an equal opportunity employer.

III. PROMOTION FROM WITHIN.

A. When a position opening exists, the vacancy announcement is circulated widely and publicly throughout the county, or as a memorandum to all employees, for at least five (S) working days. The announcement, may, if deemed essential, coincide with outside recruitment efforts as established in Section IV below.

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B. If there are any eligible candidates by the closing date, screening may proceed. If there are no such candidates from within, outside recruitment becomes mandatory.

1. One qualified in-house candidate who responds to the mandatory vacancy announcement is enough to proceed with the screening.

2. There must always be an announcement of an opening. If a temporary employee is the only responding candidate to the notice of vacancy and if she/he is qualified, the screening may proceed.

3. Students or other trainees that are considered temporary may be transferred with a waiver of policies.

C. FILLING VACANCIES BY PROMOTION--PROMOTIONAL LISTS. Vacancies in positions shall be filled insofar as possible and consistent with the best interests of the county from among county employees, and appropriate promotional lists shall be established for this purpose. (Co. Code §l6-l7(a))

D. SELECTION PROCEDURES. Whenever the employee relations officer determines that the needs of county service so require, he/she may announce and hold promotional selection procedures for the purpose of establishing county-wide promotional lists. (Co. Code §l6-L7(g))

E. PROMOTIONAL LIST. In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark shall be placed in the order of final earned ratings, except as such order may be modified by the application of this Section. The names of employees who separate from county service shall be removed from the promotion list. (Ord. No. 424, Section 2 (part); Ord. No. 491, (part). Co. Code§ l6-17(k))

F. ELIGIBILITY. Promotional examinations shall be limited to employees specified in this section. (Co. Code §16-17(h))

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G. QUALIFICATION. No employee may participate in a promotional selection procedure unless he or she has the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given. (Co. Code §16-17(j))

I. ADVANCEMENT ACCORDING TO MERIT AND ABILITY. The employee relations officer and each officer and appointing authority shall encourage economy and efficiency in and devotion to county service by encouraging promotional advance of employees showing willingness and ability to perform efficiently the services assigned to them, and every person in county service shall be given the opportunity to advance according to merit and ability. (Co. Code §l6-17(b))

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B. The person(s) doing the initial screening will determine which applicants are adequately qualified to be interviewed for the position for which they are applying the following guidelines:

1. Qualified - An applicant shall be declared qualified if he/she meets, has potential to meet, or exceeds the minimum qualifications for the position as stated in the job description.

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c. Failure to appear for a written test or for fingerprinting unless a reason is submitted in writing pursuant to the provisions of section 16-9(g) of the County Code.

4. No applicant will be rejected as "unqualified" or "disqualified" without sufficient justification and the appointing authority's approval of the rejection.

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C. The primary factors for consideration in filling any position are: Experience, education, training, skills, and other abilities relating to the position to be filled. Those applicants who are most appropriately qualified will be referred to the appointing authority. (County Code Section 16-9(d))

D. The merit system of the State of California will apply to selection procedures for employment in the welfare department. (County Code Section 16-9(p))

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b. The interviewer's marks shall be numerical percentages with seventy percent as the minimum passing rating. The ratings of the several members of the oral appraisal board shall be arithmetically averaged to determine each competitor's final ratings, except that if the average rating is below seventy percent but there is not a majority of the board who assign ratings below seventy percent, the competitor shall be given a rating of seventy percent, and except that, if a majority of the members assign a rating below seventy percent, the competitor shall be eliminated regardless of the fact that his average rating may be seventy percent or more. (County Code Section 16-lO(d))

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1. The appointing authority will make his/her selection or non-selection within a reasonable period. In the event of non-selection, the recruitment, screening and interviewing processes will be repeated.

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IX. NOTIFICATION OF SUCCESSFUL CANDIDATES

A. Pursuant to County Code Sections l6-5(b), 16-8(a), and l6-8(c), all appointments are conditional until successful passage of a county physical, county psychological (if needed), fingerprinting, and upon approval of the Board of Supervisors. The successful candidate shall be sent a conditional job offer confirming the foregoing requirements and list the position title, the salary, starting date and time, physical appointment, psychological appointment (if needed), and anticipated date the Board of Supervisors will consider appointment.

X. TEMPORARY OR EXTRA HELP POSITIONS. TEMPORARY OR EXTRA HELP EMPLOYMENT WITH THE POSSIBILITY OF PERMANENT EMPLOYMENTAT A LATER DATE.

A. In the event that selection procedures are followed prior to the date of hire for a temporary or extra-help position where permanent employment may be a possibility, written notice shall be given to such employee within five days of the date of hire and also provide that: "The successful applicant for this temporary position may be offered permanent employment without further notice or selection procedures. However no permanent employment is offered at this time." (County Code Section l6.9(a)(2)(A))

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XI. EMERGENCY TEMPORARY OR EXTRA-HELP EMPLOYMENT.

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The Employee Relations Officer shall compile a list of unsuccessful, but qualified, applicants for any position, which the appointing authority may use to fill permanent or temporary Positions which become vacant within one year of the date the application for employment was initially received by the county. (County Code Section l6-9(a)(2)(A-B)

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COUNTY OF COLUSA, CA **4.3**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**David Prentice**
SUBJECT:	**Increase Hourly Rate to Comply with 2021 Increase in Minimum Wage**

Approve the following actions effective January 1, 2021:

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

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

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

Detailed Description/Background of request

The State minimum wage will increase on January 1, 2021 from $13.00 per hour to $14.00 per hour. The extra help classifications affected are Agricultural Aide, and the classification of Extra Help, all currently at $13.00 per hour. It is recommended that the Board approve an hourly rate increase for these classifications to $14.00 per hour in order to comply with the State's new minimum wage.

The Extra Help Library Assistant I classification is also affected. It is recommended that the Board approve a step increase for five Extra Help Library Assistant I employees from MSC05, step 1, $13.27 per hour to MSC05, step 3, $14.63 per hour; and a step increase for one Extra Help Library Assistant I employee from MSC05, step 2, $13.93 per hour to MSC05, step 3, $14.63 per hour in order to comply with the State's new minimum wage.

Lastly, in an effort to expedite the hiring process, the Human Resources Department is requesting that the Board consider authorizing the Human Resources Director to approve above a step 2 appointment for positions which fall below the $14.00 per hour State minimum wage for compliance without Board approval. The classifications that could

potentially be affected are the Bilingual Office Assistant II and Office Assistant II, Custodian, and Library Assistant I.

Prior Board Action

On January 07, 2020, the Board approved an increase of $13.00 per hour to comply with the State's 2020 increase in minimum wage. The positions affected were the Extra Help Client Sitter/Driver position, Agricultural Aide, and Office Assistant I.

Fiscal Impact/Funding Source

Departments have budgeted for their extra help needs during the 20-21 budget process.

Action for the Clerk

None.

COUNTY OF COLUSA, CA

4.4

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Human Resources**

FROM: **David Prentice**

SUBJECT: **Authorize Step 6 Appointment for Human Resources Director Jolene Church**

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

Detailed Description/Background of request

The County Administrator is requesting a new hire appointment at Step 6 for Jolene Church in the position of Director of Human Resources. Ms. Church has been employed in the human resources field for more than 16 years, 13 of them for public agencies. Additionally, she possesses a Master's Degree in Business Administration and a Doctorate in Organizational Leadership. Ms. Church's knowledge, experience and education warrant this advanced step and Human Resources supports the request.

Prior Board Action

None.

Fiscal Impact/Funding Source

Salary at step 6 is $10,347 per month. Salary was budgeted at step 2, or $8,491 per month. There are adequate funds within the budget to cover the difference.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Air Pollution Control**

FROM: **Don Kitamura**

SUBJECT: **Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement**

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

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

Detailed Description/Background of request

The Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities, or the Oil and Gas Regulation, is designed to reduce methane emissions from oil and gas production, processing, storage, and transmission compressor stations. Regulated entities are required to take actions to limit intentional (vented) and unintentional (leaked or fugitive) emissions from equipment and operations.

The regulation focuses on the collection and use of methane and associated gases from uncontrolled oil and water separators, well stimulation circulation tanks, and specified centrifugal compressors. The regulation also focuses on the leak detection, repair, and ambient air monitoring on components currently not covered by local air districts.

For the past sixteen (16) months the District has performed leak detection inspections and worked with the Natural Gas Industry as they perform the necessary repairs on the components for which leaks have been detected.

Prior Board Action

The District entered into a Memorandum of Agreement with the California Air Resources Board regarding the implementation and enforcement of Greenhouse Gas Emissions Standards for Crude Oil and Natural Gas Facilities on March 20, 2018 and has approved the Oil and Gas Regulation Grant Agreement for the past three (3) years.

Fiscal Impact/Funding Source

There is no fiscal impact of the District and no matching fund requirements. The District has been allocated $50,000.00 to administer the program for the 2020-2021 fiscal year.

Action for the Clerk

Obtain necessary signatures and submit the Grant Agreement documents to Ms. Joelle Howe California Air Resources Board, Industrial Strategies Division, P.O. Box 2815, Sacramento, CA 95812.

Obtain necessary signatures and send a copy of the Grant Agreement documents to the Colusa County Air Pollution Control District.

ATTACHMENTS:

- O&G Grant Resolution (DOCX)
- Grant Packet - Colusa (PDF)
- Grant Cover Sheet APCD Letter (PDF)
- Grant Agreement APCD signed (PDF)

RESOLUTION NO. 21- _____

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING A GRANT AGREEMENT AND AUTHORIZING THE DISTRICT TO ACCEPT GRANT FUNDS AWARDED UNDER THE CALIFORNIA AIR RESOURCES BOARD'S GREENHOUSE GAS EMISSION STANDARD FOR CRUDE OIL AND NATURAL GAS FACILITIES – IMPLEMENTATION AND ENFORCEMENT

WHEREAS, on March 23, 2017, the California Air Resources Board adopted California's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities (the regulation) for owners and operators of crude oil and natural gas facilities as set forth in title 17, California Code of Regulation (CCR), sections 95665 to 95677;

WHEREAS, reducing methane emission from the oil and gas sector also reduces emissions of volatile organic compounds (VOCs) and toxic air contaminants, and can be designed consistently with efforts to control other air pollutants, including nitrogen oxides and particulate matter;

WHEREAS, the regulation is expected to reduce methane leaks for oil and gas operations in California by the equivalent of 1.4 million metric tons of carbon dioxide annually;

WHEREAS, the locating and repairing of leaks in oil and gas systems will provide additional benefits in reducing smog-causing chemicals; and

WHEREAS, the District entered into a Memorandum of Agreement with the California Air Resources Board regarding implementation and enforcement of greenhouse gas emission standards for crude oil and natural gas facilities on March 20, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution District Board authorizes the Air Pollution Control Officer (APCO) to the sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement, effective January 1, 2021, with the California Air Resources Board and to execute all other necessary documents.

BE IT FURTHER RESOLVED that the Air District Board authorizes the APCO to accept any allocated and awarded funds to the District under the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement.

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Attachment: O&G Grant Resolution [Revision 1] (6259 : Oil and Gas - Emission Standards Grant)

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

AYES:

NOES:

ABSENT:

_____
Denise J, Carter, Board Chair

ATTEST: Wendy Tyler
Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Council

Attachment: O&G Grant Resolution [Revision 1] (6259 : Oil and Gas - Emission Standards Grant)

EXHIBIT A – Grant Provisions

A. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities implementation and enforcement as outlined in the Memorandum of Agreement between the California Air Resources Board and the Colusa County Air Pollution Control District (executed 4/19/2018).

B. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement.

Grant Funding Amount: **$50,000.00**.

C. GRANT PARTIES AND CONTACT INFORMATION

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Colusa County Air Pollution Control District (hereinafter referred to as Grantee).

1. The CARB Project Liaison is Joelle Howe. Correspondence regarding this project must be directed to:

   Ms. Joelle Howe
   California Air Resources Board
   Industrial Strategies Division
   PO Box 2815
   Sacramento, California 95812
   (916) 322-6349
   joelle.howe@arb.ca.gov

2. The Grantee Liaison is Don Kitamura. Correspondence regarding this project must be directed to:

   Mr. Don Kitamura
   Deputy APSO
   Colusa County Air Pollution Control District
   100 Sunrise Boulevard Suite A
   Colusa, California 95932
   (530) 458-0590
   dkitamura@countyofcolusa.com

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

D. SCOPE OF WORK

The Grantee shall implement and enforce the CARB Oil and Gas Regulation in the Colusa County Air Pollution Control District as follows:

1. Issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil and Gas Regulation;
2. Supply an accounting summary of funds expended; and
3. Establish and Maintain Project Records

   As further described below, records include, but are not limited to, Grantee financial and project records, including inspection reports, NOVs and their resolution and the amount of any penalties. All project records must be retained during the Grant period, and for three years after final payment under the Grant. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

E. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is $50,000.00. Under no circumstances will CARB reimburse the Grantee for more than this amount.

2. Project Funding

a. Project funds may be used for expenses related to the implementation and enforcement of the CARB Oil and Gas Regulation. Expenditures may include, but are not limited to new equipment purchases, database development, and personnel.

b. Year four funding for the implementation and enforcement of the CARB Oil and Gas Regulations will be disbursed upon receipt of the following:

i. Fully executed Grant Agreement;

ii. Annual Report Summary Template filled out with additional information attached hereto as Exhibit C between CARB and Colusa County Air Pollution Control District; and

iii. A completed Grant Disbursement request form for $50,000.00.

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

3. Suspension of Payments and Grant Termination

a. CARB reserves the right to terminate this Grant upon 30 days written notice to the Grantee. In case of early termination, the Grantee will submit a report covering activities up to, and including, the termination date and following the requirements specified herein and immediately return remaining funds.

b. CARB reserves the right to immediately terminate this Grant in accordance with Section I (General Grant Provisions, paragraph 23).

c. Upon termination, remaining Grant funds must be immediately returned to CARB.

4. Documentation of Administration Funds

Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[3]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project administration funds, including the following:

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff is devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

iv. **Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees.** No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that

[3] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

are current as of the date costs are incurred by the Grantee; and

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after full payment and completion of the grant.

F. PROJECT MONITORING

1. Meetings with CARB

a. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

G. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided with the Grant Disbursement Request Form.

H. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

2. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for a minimum of three years after full payment and completion of the grant.

3. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

4. The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. Files must be retained for a minimum of three years after full payment and completion of the grant.

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

I. GENERAL GRANT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal amendment.
3. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Confidentiality:** No record that has been designated as confidential by CARB, shall be disclosed by the Grantee.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
8. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

    If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

12. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

13. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

must be responsible for any and all disputes arising out of its contract for work on the Project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

15. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.

16. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, sexual orientation, medical condition, (including HIV and AIDS), marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

17. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

18. **Ownership:** All information or data received or generated by the Grantee under this Grant shall become the property of CARB. No information or data received or generated under this Grant shall be released without CARB approval.

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

19. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.

21. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

23. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

24. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

25. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

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Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

EXHIBIT B – Work Statement

Budget Summary (Attachment I)

Project Milestones and Disbursement Schedule (Attachment II)

Project Schedule (Attachment III)

Key Project Personnel (Attachment IV)

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

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Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Total Costs & Funding

Total Funding	
Funding Source	Amount
Cost of Implementation Fund (COI)	$50,000.00
Total Grant	$50,000.00

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

Exhibit B, Attachment II

Project Milestones and Disbursement Schedule

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Task	Description	Project Funds
1	Execute Grant	$
2	Submit prior year Annual Report	$
Total		$50,000.00

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget

	Hours/Units	Annual Salary/Unit Cost	Total	Grant Funded
Direct Labor				
Classification A	**$**	**$**	**$**	**$**
Classification B	**$**	**$**	**$**	**$**
Classification C	**$**	**$**	**$**	**$**
Indirect Costs				
Overhead rate				**%**
Fringe Benefits			**$**	**$**
Direct Costs				
Travel			**$**	**$**
IT Systems, Equipment and Supplies			**$**	**$**
Office space			**$**	**$**
Total Costs			**$**	**$50,000.00**

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

Exhibit B, Attachment

Project Schedule

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Work Task	Timeline
Task 1 – Execute Grant Agreement	**January 1, 2021**
Task 2 – 2020 Annual Report Summary Due January 1, 2020 – December 31, 2020	**April 1, 2021**

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

Exhibit B, Attachment IV

Key Project Personnel

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Name	Position	Duties

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

EXHIBIT C

Air District: Colusa County Air Pollution Control District
Reporting Period: 2020

Sample – Annual Report Summary

Summary of CARB Training

Type of Training	Dates Attended	Location	Number of District Staff attended
Regulation Training			
Detection Instrument Training			

Summary of Facilities/ Inspections/ Violations

	List of Facilities in District subject to CARB's Oil and Gas Methane Regulation that were inspected this year					Summary of Inspections			Summary of Notices of Violation						Comments
	CARB Facility ID (if any)	Owner/ Operator	Facility Name	Facility Type (drop down)	Location	Date of Inspection	Inspection # (if any)	Sources Inspected (drop down)	Date Violation Issued	Description of NOV (Regulation section violated)	NOV # (if any)	Resolution (yes/no) (if no, explain in comments)	Amount of Penalties (if any)	Other Required Remedies	Please add any explanatory comments in this section
1															
2															
3															
…															

To request an electronic version, please contact Lucy.Cheadle@arb.ca.gov

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

Attachment: Grant Packet - Colusa (6259 : Oil and Gas - Emission Standards Grant)

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COLUSA COUNTY
AIR POLLUTION CONTROL DISTRICT
100 SUNRISE BLVD., SUITE F, COLUSA, CALIFORNIA 95932
(530) 458-0590

December 9, 2020

Rajinder Sahota, Division Chief
California Air Resources Board
Industrial Strategies Division
PO Box 2815
Sacramento, California 95812

RE: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement (Grant Agreement)

Dear Mr. Sahota,

The Colusa County Air Pollution Control District (District) appreciates the opportunity to apply for grant funds for the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement program. However, the December 15, 2020 deadline to return the signed Grant Agreement Coversheet is an insufficient amount of time for the District to present the grant program details and receive approval from the District's Governing Board to participate in the grant program. The District is returning a signed Grant Agreement Coversheet by the deadline as requested in order to encumber funds, and will present the grant program to the District's Governing Board for approval at the January 5, 2021 Board Meeting. If approved, the District will provide a Board Resolution approving District participation in the grant program.

Sincerely,

M. Anastacia Allen
Assistant Air Pollution Control Officer

Colusa County Court House
Erected 1864

Attachment: Grant Cover Sheet APCD Letter (6259 : Oil and Gas - Emission Standards Grant)

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 07/2020)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G20-OGG-03

NAME OF GRANT PROGRAM	
Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED $50,000.00
START DATE: 1/1/2021	END DATE: 6/30/2021

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and the Colusa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions
Exhibit B – Work Statement
Exhibit B, Attachment I - Budget Summary
Exhibit B, Attachment II - Project Milestones and Disbursement Schedule
Exhibit B, Attachment III - Project Schedule
Exhibit B, Attachment IV - Key Project Personnel
Exhibit C – Sample Annual Report Summary

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.
The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Colusa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Assistant Air Pollution Control Officer	DATE 12/9/2020
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard Suite A, Colusa, California 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$50,000.00	3510000D32	N/A	N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00	FUND TITLE Cost of Implementation Fund			FUND NO. 3237
TOTAL AMOUNT ENCUMBERED TO DATE $50,000.00	(OPTIONAL USE)		CHAPTER 6	STATUTE 2020

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5390900	39004100	12101	2020/21

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE
Donna Lee	11/18/20

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
	11/24/2020

Attachment: Grant Agreement APCD signed (6259 : Oil and Gas - Emission Standards Grant)

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Auditor**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve Special Claims**

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Informational Report on Industrial Hemp Operations in 2020**

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

Detailed Description/Background of Request

Background

In January of 2020, the Board approved an ordinance amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to permit limited industrial hemp operations in Colusa County. As approved, the Code amendment allowed/required:

1.) Cultivation on properties zoned Foothill Agriculture (F-A) and Exclusive Agriculture (E-A) that are a minimum of one and one-half miles (1.5) away from the residential areas of the communities throughout Colusa County. An additional setback varying from 500 to 1,000 feet was also required from an existing off-site residence that was not associated with the cultivation operation;

2.) An industrial hemp cultivation license be first obtained from the Community Development Department;

3) Approval of a security plan by the County Sheriff;

4.) A $2,500 deposit to reimburse the Community Development Department's staff cost to process the industrial hemp license and any Sheriff Department costs to respond to calls for service;

5.) Approval from the County's Agricultural Commissioner and submit a complete California Department of Food & Agriculture Industrial Hemp Registration Application form;

6.) A maximum of 20 licenses and 3,000 acres of cultivation was allowed;

7.) Industrial hemp nurseries in the same locations and under the same conditions as other nursery uses in the Zoning Code provided that nursery plants did not exceed the greater of thirty inches in height or three months old and in no case are allowed to flower on site. An exception for mother-plants of genetic cloning nurseries was allowed; and

8.) Industrial hemp processing facilities in the same locations and under the same conditions as other agricultural processing uses in the Zoning Code. Industrial hemp agricultural processing facilities that do not meet the industrial hemp cultivation separation requirements (1.5 miles from the residential areas of the communities in the County)are allowed but they require approval of an odor management by the Community Development Director.

In 2020, a total of 7 applications were applied for totaling approximately 870 acres. Ultimately, only 6 licenses totaling some 790 acres were approved through the Community Development Department. However, because of the lack of production facilities and constrained sale's opportunities, only 2 license holders planted industrial hemp totaling approximately 23 acres. In discussing this issue with the license applicants, the main cause was that there is currently an oversupply of industrial hemp due to limited production facilities throughout the region and the retail market has not matured to absorb the available production.

Although there were fewer applications than anticipated in 2020, County staff was nonetheless able to develop a very efficient application process. The Community Development staff works with each applicant to ensure compliance with all of the ordinance requirements prior to issuing a license. To streamline the approval process, a standardized security plan was developed with the Sheriff's Department and each applicant must agree to the applicable security plan in writing. Once the license is issued, the Sheriff's Office and Agricultural Commissioner are then notified. The applicant then works with the Agricultural Commissioner's office to complete the State registration process and to have the necessary inspections and testing completed.

As the Board may recall, a 20-license and 3,000-acre limitation was included in the ordinance which was designed to allow Industrial Hemp cultivation on a moderate scale and to help determine if there were any unintended consequences. However, because of the limited cultivation, staff does not believe that the ordinance requirements were tested as robustly as they should have. Because of this, staff is recommending that the 20-license and 3,000-acre limitation be retained for at least another year.

In terms of issues, County staff did not receive any odor complaints and no security issues were identified. However, one of the growers did have several compliance issues involving unpermitted camping and adherence to County agricultural standards and the State's industrial hemp regulations. Because of this, staff believes that it would be prudent to update the Industrial Hemp compliance/enforcement provisions so that County staff has the discretion to not issue an Industrial Hemp license to a grower/land owner that willfully failed to comply with County and State regulations the previous year. Staff notes that there is a difference between a grower/land owner that has a

compliance issue but actively works with staff to resolve the issue and a grower/land owner that does not work with staff or attempt to address the issue. The enhanced enforcement provisions would be developed to apply to a non-cooperative grower and/or land owner.

Staff has also identified an issue with respect to Industrial Hemp processing. The ordinance allows Industrial Hemp processing to occur in any zoning district where agricultural processing is allowed; if a parcel is within the 1.5 mile community separation setback then an odor mitigation plan is required. Last year, an Industrial Hemp processing use was established on a parcel near the Yolo County border that is zoned M-2 (Heavy Industrial). The parcel met the 1.5 mile community separation setback and it was permitted outright. However, because County staff and the Sheriff's Office were unaware of the specifics of the use, the Sheriff's office conducted an investigation to determine what was occurring at the processing facility. To prevent this from occurring next year, staff recommends that an Industrial Hemp processing license requirement be established. This would be a simple license that would require each processor to identify the source of the Industrial Hemp, confirmation of a valid State registration, and a copy of the laboratory test confirming the THC levels. Once the license is issued, the Sheriff's Office would be notified and provided with this background information. In addition, the Agricultural Commissioner's office would also be notified so that they could work with the processor to obtain the newly required State Industrial Hemp registration.

Industrial Hemp Ad-Hoc Committee

To assist in developing the Industrial Hemp Ordinance, Supervisors Carter and Boes were appointed to an Industrial Hemp Ad-Hoc Committee. Prior to bringing this information report to the Board, staff met with the Committee to discuss how the Industrial Hemp operations went last year and to discuss the recommendations contained herein. The Committee concurred with the recommendations.

Should the full Board concur with these recommendations, staff would return with an ordinance amendment to establish additional compliance and Industrial Hemp processing license requirements.

Prior Board Action

In November of 2015 Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) was added to the County Code.

In May of 2017 the Board appointed an Ad Hoc Committee to study the potential of amending the County's ordinance to allow cannabis operations in the County.

In October of 2017 the Ad Hoc Committee presented its report to the entire Board and the Board subsequently directed staff to conduct a public outreach effort to hear directly from the community their views of cannabis cultivation in the County.

In December of 2017 the Board approved a contract with DeNovo to conduct 5 public

workshops and a survey.

In February of 2018 the Board approved a contract amendment with DeNovo to add two additional public workshops.

In May of 2018 DeNovo gave a presentation to the Board on the community-wide cannabis workshops and survey.

In June of 2018 the Board considered a potential advisory ballot measure concerning commercial cannabis regulations in the County.

In August of 2018 the Board provided direction to staff on the submittal of a comment letter to the State concerning proposed regulations for the Bureau of Cannabis Control.

In November of 2018 staff provided an informational report on State amendments to the existing State cannabis laws.

In December of 2018/January of 2019 the Board approved an amendment to Chapter 11 to allow limited cannabis operations in the Colusa Industrial Park.

In April of 2019 staff gave an informational presentation on the status of Industrial Hemp to the Board. Following the presentation, Chair Boes and Supervisor Carter were selected to form an Industrial Hemp Ad Hoc Committee to conduct further research with the assistance of the Community Development Director and Agricultural Commissioner.

In May of 2019 the Board approved an ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed cannabis license types.

On December 17, 2019, the Board conducted a public hearing on the first reading of the proposed ordinance amendment to allow limited industrial hemp uses in the County. The Board directed staff to develop a provision to establish a setback from an off-site residence and an industrial hemp cultivation field.

On January 7, 2020, the Board conducted a public hearing and introduced an ordinance amendment to Chapter 11 of the County Code to allow limited Industrial Hemp operations in the County.

On January 21, 2020, the Board approved an ordinance amendment to Chapter 11 of the County Code to allow limited Industrial Hemp operations in the County.

Fiscal Impact/Funding Source

Staff costs associated with the processing of industrial hemp licenses and inspections would be paid for by the licensees.

Action for the Clerk.

None at this time.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Information Report on the Commercial Cannabis Ordinance Expiration Provision**

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

Detailed Description/Background of request

On January 22, 2019, the Board approved an amendment to Chapter 11 of the County Code to allow limited commercial cannabis cultivation, processing, and distribution in the Colusa Industrial Park due to an anticipated annexation to the City of Colusa (Attachment #1). As part of the ordinance approval, Section 11-7.7 was included that specified that the ordinance provisions that allowed the commercial cannabis operations would automatically end and no longer be in effect on February 22, 2021, or sooner if the Colusa Industrial Park annexation was completed. Said section also specified that upon expiration, any cannabis license that was issued would automatically be revoked and prohibited from operating after the February 22, 2021 expiration date.

The City has moved forward with the Colusa Industrial Park annexation. However, the LAFCo annexation was not submitted until recently as the property tax transfer agreement between the City and County took longer than originally anticipated. As a result, County staff believes that it is likely that the February 22, 2021 expiration date will occur prior to the annexation being completed. Please note that once LAFCo approves the annexation, it has to be submitted to the State Board of Equalization for final approval.

At issue is that the County has approved a commercial cannabis license for Golden Roots nursery located at 2854 Niagara Avenue. Golden Roots Nursery is a tissue culture and cloning nursery and is located at the former Sakata facility. Golden Roots produces nursery clones that are sold to cannabis cultivation license holders who then grow the plants to maturity. Golden Roots also has a small (approximately 678 sq.ft.) research and development building where they conduct a variety experiments. Currently, they are experimenting with converting female plants to male plants in order to extract the pollen. This R&D building is equipped with a reverse pressure filtration system which is very effective in preventing any odors. In addition, they also have an

elaborate security system and the Sheriff's office has access to a real-time video feed. The Golden Roots nursery is also in the process of relocating their entire almond and walnut cloning business to Colusa to consolidate their operations at their Niagara facility.

Pursuant to Golden Roots County license conditions, the permit to operate their cannabis nursery will expire when the commercial cannabis provisions of Chapter 11 expire on February 22, 2021, should the CIP annexation not be finalized before then. Staff believes that the Golden Root business has been well run, there have not been any odor or security issues, and the owner (Ranveer Tumber)has worked very well with staff in the past.

Staff believes that given the progress that has recently occurred with the CIP annexation, that the February 22, 2021 expiration date should be extended one-year to provide ample time for the annexation approval process to be completed. This would not only allow Colusa LAFCo to complete its process but would also allow the State Board of Equalization to finish their process as well. Given that significant delays are occurring at many departments at the State, staff believes that the one year extension would provide ample time for the annexation process to be completed.

Should the Board not wish to extend the overall deadline, staff would recommend that a grand-father clause be provided to allow existing licenses in effect as of the February 22, 2021 date to continue operation. As of the writing of this staff report, the Golden Roots nursery is the only license.

Based on the Board's direction, staff would return with an ordinance amendment to implement the Board's direction.

Prior Board Action

In November of 2015 Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) was added to the County Code.

In May of 2017 the Board appointed an Ad Hoc Committee to study the potential of amending the County's ordinance to allow cannabis operations in the County.

In October of 2017 the Ad Hoc Committee presented its report to the entire Board and the Board subsequently directed staff to conduct a public outreach effort to hear directly from the community their views of cannabis cultivation in the County.

In December of 2017 the Board approved a contract with DeNovo to conduct 5 public workshops and a survey.

In February of 2018 the Board approved a contract amendment with DeNovo to add two additional public workshops.

In May of 2018 DeNovo gave a presentation to the Board on the community-wide cannabis workshops and survey.

In June of 2018 the Board considered a potential advisory ballot measure concerning commercial cannabis regulations in the County.

In August of 2018 the Board provided direction to staff on the submittal of a comment letter to the State concerning proposed regulations for the Bureau of Cannabis Control.

In November of 2018 staff provided an informational report on State amendments to the existing State cannabis laws.

In December of 2018/January of 2019 the Board approved an amendment to Chapter 11 to allow limited cannabis operations in the Colusa Industrial Park.

On April 30, 2019, staff presented an information report on industrial hemp to the Board.

On January 22, 2019, the Board approved an amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to allow limited commercial cannabis operations for indoor cultivation, processing and distribution of cannabis in a limited geographical area of the County that is the subject to a City of Colusa's proposed annexation.

On May 14, 2019, the Board conducted a public hearing on the first reading of an ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

On May 28, 2019, the Board approved the second reading of the ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

Fiscal Impact/Funding Source

There is no anticipated fiscal impact.

Action for the Clerk

None at this time.

ATTACHMENTS:

- Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (PDF)

Chapter 11
CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND SALES

Sections:

11-1 Authority and title.

11-2 Findings and purpose.

11-3 Definitions.

11-4 Application.

11-5 Sales, dispensaries and delivery.

11-6 Personal use cannabis cultivation.

11-7 Commercial cannabis operations.

11-7.1 Limited areas for commercial cannabis operations.

11-7.2 County commercial cannabis license.

11-7.3 County commercial cannabis operations license conditions.

11-7.4 County commercial cannabis operations license term, revocation, and renewal.

11-7.5 Violations are a public nuisance.

11-7.6 No property right or entitlement to commercial cannabis operations.

11-7.7 Expiration of provisions allowing commercial cannabis operations.

11-8 Industrial hemp operations.

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.

11-8.2 Industrial hemp cultivation license.

11-8.3 Industrial hemp conditions.

11-8.4 Industrial hemp license term, revocation, and renewal.

11-8.5 Violations are a public nuisance.

Attachment: Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (6286 : Informational Report Commercial Cannabis Ordinance)

11-8.6 No property right or entitlement for industrial hemp.

11-8.7 Limitation on the number of industrial hemp licenses.

11-9 Public nuisance.

11-10 Notice to abate unlawful cannabis or industrial hemp activities.

11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.

11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.

11-13 Appeal hearing.

11-14 Administrative penalties.

11-15 Costs.

11-16 Special assessments and liens.

11-17 Summary abatement.

11-1 Authority and title.

The board of supervisors for the county of Colusa enacts this chapter under the authority granted to the county by Article XI, Section 7 of the California Constitution, Health and Safety Code Section 11362.83, Government Code Section 25845, Sections 19315 and 19316 of the Medical Marijuana Regulation and Safety Act (AB 266) the Adult Use of Marijuana Act (Proposition 64), California Food and Agriculture Code Sections 81000 et. seq. and the Federal Agricultural Improvement Act of 2018. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-2 Findings and purpose.

The Colusa County board of supervisors finds and declares the following:

(a) The purpose and intent of this chapter is to regulate cannabis cultivation in a manner consistent with state and federal law; promote the health, safety and general welfare of the residents in the unincorporated territory of Colusa County; and prevent potential adverse impacts from cannabis cultivation.

(b) In 1996 California voters approved Proposition 215, the Compassionate Use Act of 1996 (CUA), codified as California Health and Safety Code Section 11362.5. The CUA is limited in scope. It only provides a limited immunity and defense from criminal prosecution for certain crimes related to the possession and cultivation of cannabis by qualified patients and their primary caregivers. The CUA does not supersede legislation prohibiting

Attachment: Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (6286 : Informational Report Commercial Cannabis Ordinance)

persons from engaging in conduct that endangers or affects others. Additionally, the CUA does not create an affirmative right to possess or cultivate cannabis.

(c) In 2004 the Legislature enacted Senate Bill 420, the Medical Marijuana Program (MMP), codified as California Health and Safety Code Section 11362.7 et seq. The MMP was meant to clarify the scope of the CUA and provide qualifying patients and primary caregivers, who collectively or cooperatively cultivate cannabis for medical purposes, a limited defense to certain state criminal statutes. The MMP does not create an affirmative right to possess or cultivate cannabis.

(d) On October 9, 2015, the Governor signed into law AB 266, the Medical Marijuana Regulation and Safety Act (MMRSA). Generally, the MMRSA provides for the licensure and regulation of medical cannabis. It also establishes the Bureau of Medical Marijuana Regulation. The MMRSA does not create an affirmative right to possess or cultivate cannabis.

(e) Effective November 9, 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). AUMA legalizes specified personal use and cultivation of cannabis for adults twenty-one years of age or older under state law. AUMA authorizes the county to enact and enforce reasonable regulations regarding the possession and cultivation of cannabis within the county.

(f) Neither the CUA, MMP, MMRSA, or AUMA gives anyone the right to cultivate cannabis anywhere they choose or free of local regulation. Health and Safety Code Section 11362.5(b)(2) specifically provides that the CUA does not supersede any legislation intended to prohibit conduct that endangers others. Further, Health and Safety Code Section 11362.83 expressly allows counties to adopt and enforce ordinances that are consistent with the MMP. Additionally, Section 19315 of the MMRSA specifically provides that the MMRSA shall not be interpreted to supersede or limit local ordinances. Similarly, Section 19316 of the MMRSA affirms the right of the county to adopt ordinances regulating cannabis cultivation. Health and Safety Code Section 11362.2 also provides that the county may enact and enforce reasonable regulations regarding the possession or cultivation of cannabis.

(g) Regardless of state law, the possession and cultivation of cannabis, whether used for medical purposes or not, is unlawful under the Federal Controlled Substances Act (21 U.S.C. 801 et seq.). Cannabis is classified as a Schedule I drug. As a Schedule I drug, cannabis is deemed under the law to have a high potential for abuse, no currently accepted medical use, and it has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute, or dispense cannabis. The Federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation, or possession of cannabis for medical or any other purpose.

(h) As recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, the cultivation of cannabis in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance

Attachment: Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (6286 : Informational Report Commercial Cannabis Ordinance)

activity such as loitering or crime. Nothing in the Guidelines or any other provision of law mandates local governments, such as Colusa County, to allow, sanction or permit the establishment or operation of facilities cultivating or dispensing cannabis within their jurisdiction whether for medical or any other purpose.

(i) The unregulated cultivation of cannabis in the unincorporated area of Colusa County can adversely affect the health, safety, and well-being of its residents. The regulation of cannabis cultivation in Colusa County is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and to preserve the use of limited water resources.

(j) The cultivation of cannabis increases the risk of trespassing, burglary, and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes at locations where it is cultivated. Similarly, locations where cultivation is taking place are also more prone to be attractive nuisances and interfere with the quiet enjoyment by other property owners in the area, due to offensive odors and increased growing activities at various times of the year.

(k) Cultivation of cannabis is often associated with violations of local, state and federal environmental laws and pesticide regulations. These violations threaten harm to local waterways, groundwater quality, and endanger the public health and safety.

(l) Indoor cannabis cultivation presents potential health and safety risks to those living within a structure where cannabis is grown, especially children. These risks include, but are not limited to, potential property crimes, increased risk of fires from grow light systems, and exposure to fertilizers, pesticides, and anti-fungus agents.

(m) The United States Bureau of Reclamation, which controls a significant portion of the water used by the residents of Colusa County, prohibits the use of any federally controlled water for the cultivation of cannabis crops.

(n) Water for cannabis cultivation may be illegally diverted from local creeks, streams, and rivers. These diversions unreasonably deprive downstream users of beneficial water sources. Such diversions may also impact water supplies, harm ecosystems, and negatively affect threatened or endangered species.

(o) There are no fertilizers or pesticides approved for use in cannabis cultivation. The unapproved use of such fertilizers and pesticides may unreasonably increase the concentration of such chemicals in storm water runoff, impacting local creeks, streams and rivers.

(p) The limited immunity from certain state cannabis laws does not confer the right to create or maintain a public nuisance. Similarly, a limited immunity does not abrogate the right and duty of the county to regulate cannabis cultivation in the unincorporated portions of the county. Through the adoption of this chapter, the county aims to prevent the adverse effects caused by the unregulated cultivation of cannabis in the county.

(q) In December 2018 the Federal Agricultural Improvement Act of 2018 ("Act") otherwise known as the "2018

Attachment: Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (6286 : Informational Report Commercial Cannabis Ordinance)

Farm Bill" was signed into law. The Act removes cannabis having a THC content of three-tenths of one percent or less otherwise referred to as "hemp" from the list of prohibited Schedule I drugs under the Federal Controlled Substances Act.

(r) The Act allows the legal cultivation of hemp subject to an approved state regulatory scheme and local control. To that end, the state of California enacted California Industrial Hemp Law as codified under Section 81000 et seq. of the California Food and Agriculture Code. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-3 Definitions.

(a) "Accessory structure" means a structure legally permitted under the Colusa County Code that is located on a parcel of property that includes a legally established and inhabited residence. Any accessory structure used for cannabis cultivation under this chapter must have properly permitted power and water sources, must be secured against unauthorized entry and be accessible only through one or more lockable doors, must be constructed of solid opaque, nontranslucent materials that cannot easily be broken through (such as two-inch by four-inch or thicker studs overlain with three-eighths-inch or thicker plywood or equivalent materials), and must have a complete roof enclosure. Plastic sheeting, regardless of gauge, or similar products do not satisfy this solid material requirement and greenhouses are not permitted under this definition of an accessory structure.

(b) "Cannabis" means all parts of the plant genus Cannabis, including its different species or strains, excluding industrial hemp as defined in this chapter, whether growing or not, the resin, or any substance extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, resin, or any substance extracted from the plant and shall include but is not limited to marijuana as defined in California Health and Safety Code Section 11018.

(c) "Cannabis cultivation" means the planting, growing, harvesting, drying, processing, trimming, or storage of cannabis, in any amount, at any location, in any structure or vehicle, whether indoor or outdoor.

(d) "County" means the county of Colusa, or the unincorporated area of the county of Colusa as required by the context.

(e) "Enforcing officer" means the sheriff, the agricultural commissioner, or the community development director, and their respective designees.

(f) "Industrial hemp" means a plant that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of one percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seed or resin.

(g) "Industrial hemp cultivation" means the tilling, growing, raising, harvesting, and other cultivation practices of

Attachment: Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (6286 : Informational Report Commercial Cannabis Ordinance)

industrial hemp, including cultivation of industrial hemp by a seed breeder or an established agricultural research institution.

(h) “Industrial hemp processing” means the storage, including the storage in a vehicle, trailer, or other container waiting transport, refinement, treatment, removal of flowers, or conversion of industrial hemp where a physical, chemical or similar change of the industrial hemp plant occurs. Examples of hemp processing include but are not limited to cooling, freezing, dehydrating, extracting oil, separating the plant into its component parts, or the sorting, cleaning, packing, and storing of products preparatory to sale or shipment.

(i) “Residence” means a private parcel of land with a habitable and properly permitted structure, not a vehicle or trailer, that complies with all state and county residency requirements, and is occupied by a full-time permanent resident age twenty-one or older. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, § 1: Ord. No. 806, § 1 (Exh. A) (part).)

11-4 Application.

The provisions of this chapter shall apply to activities and property in the unincorporated territory of Colusa County. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-5 Sales, dispensaries and delivery.

The following activities are prohibited and deemed a public nuisance, unless otherwise specifically allowed under this chapter:

(a) The sale of cannabis in any amount;

(b) The operation or establishment of a dispensary or storefront type facility, business, or operation, to distribute or dispense cannabis; and

(c) The delivery of cannabis through a delivery service such as a mobile delivery service or other means. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-6 Personal use cannabis cultivation.

Personal use cannabis cultivation in the county is allowed only under the following conditions:

(a) Cultivation for personal use is limited to individuals age twenty-one or older. The individual must be a full-time permanent resident of the residence at which the cultivation takes place. Cultivation for any other purpose is prohibited except as provided for in section 11-7.

(b) Personal use cultivation is only allowed in a secured, permitted accessory structure, not an inhabited dwelling, located on the same legal parcel as the residence.

(c) Accessory structures must be legally permitted through the Colusa County planning and building department.

Attachment: Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (6286 : Informational Report Commercial Cannabis Ordinance)

"Legally permitted" means constructed pursuant to all required permits including but not limited to a building, electrical, and/or plumbing permit and building, electrical and/or plumbing permit final from the county building unit. Should the accessory structure not require a building permit because the total area of the structure as determined by the roofline is equal to or less than one hundred twenty square feet, all other required permits including but not limited to an electrical and/or plumbing permit and an electrical and/or plumbing permit final from the county building unit must still be obtained. An accessory structure for personal use cultivation must also meet other requirements including but not limited to odor control filtration, ventilation systems, a water source and other utility and support systems that the county deems in its sole discretion to be required pursuant to state and county codes.

(d) Accessory structures used for personal use cultivation must be permitted and inspected prior to any cultivation.

(e) The accessory structure cannot be located in any front yard setback area and cannot be located between the residence on the parcel and the front yard property line, and must be set back from the side and rear property line at least ten feet.

(f) The accessory structure must be locked and secured to the extent necessary to prevent unauthorized access or access to anyone under the age of twenty-one.

(g) Personal use plants or products must not be visible from the street or neighboring properties.

(h) Personal use cultivation and possession is limited to no more than six plants per residence, no matter the number of occupants at a residence.

(i) Personal use in excess of twenty-eight and one-half grams must be kept in an accessory structure. (Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, §§ 2 – 4: Ord. No. 806, § 1 (Exh. A) (part).)

11-7 Commercial cannabis operations.

In addition to limited personal use cannabis cultivation allowed under section 11-6 and industrial hemp operations allowed under section 11-8, and subject to the requirements of this chapter and the issuance by the county of a commercial cannabis cultivation license, the following commercial cannabis operations, including industrial hemp operations, are allowed in certain areas of the county:

(a) Industrial hemp cultivation, nurseries, and processing.

(b) State licensed commercial cannabis operations holding one or more of the following state license classifications under California Business and Professions Code Section 26050(a):

(1) Type1A – Cultivation; Specialty indoor; Small.

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(2) Type 2A – Cultivation; Indoor; Small.

(3) Type 3A – Cultivation; Indoor; Medium.

(4) Type 4 – Cultivation; Nursery.

(5) Type 5A – Cultivation; Indoor; Large.

(6) Type 6 – Manufacturer 1.

(7) Type 7 – Manufacturer 2.

(8) Type 8 – Testing.

(9) Type 11 – Distributor.

(10) Type 12 – Microbusiness. (Ord. No. 797, § 5 (part); Ord. No. 799, § 1: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.)

11-7.1 Limited areas for commercial cannabis operations.

Commercial cannabis operations may only be operated in the following areas within the county:

(a) Industrial hemp cultivation, nurseries, and processing may be conducted at the same locations and under the same requirements allowed for state licensed commercial cannabis operations.

(b) State licensed commercial cannabis operations, other than industrial hemp cultivation, may only be conducted in an M-2 heavy industrial zoning district, with an existing Regional Water Quality Control Board approved wastewater permit, within the sphere of influence of the city of Colusa for which a city annexation application has been filed with the Colusa local agency formation commission and only on parcels which as of January 7, 2019, have the following county assessor parcel numbers:

017-030-054

017-030-055

017-030-078

017-030-082 through 017-034-084

017-030-094 through 017-034-096

017-130-005 through 017-130-008

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017-130-011 through 017-130-012

017-130-025

017-130-028

017-130-029

017-130-031

017-130-035

017-130-037 through 017-130-040

017-130-043

017-130-068

017-130-075

017-130-084

017-130-085

017-140-001 through 017-140-011

(c) Commercial cannabis operations are not allowed in any area less than six hundred feet from an existing school, church or park, or residence.

(d) Commercial cannabis operations involving the distribution of cannabis are not allowed to distribute or deliver cannabis, any cannabis product, or any product derived from cannabis to any location in the unincorporated portion of the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.1.)

11-7.2 County commercial cannabis license.

(a) All commercial cannabis operations in the county are prohibited unless operating under a county commercial cannabis license issued by the county community development director or his designee.

(b) A county commercial cannabis license may only be issued after the community development director has found the following requirements have been met:

(1) Submittal of a complete license application to the community development department on a form provided by the department. License applications shall include the following:

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(A) A site plan, floor plans, and a general description of the nature, square-footage, and type of proposed cannabis operation.

(B) An odor management plan. The plan must detail how the contemplated use will be properly ventilated and exhaust air filtered to neutralize the odor from cannabis so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property.

(C) A security plan describing physical and operational security measures sufficient to deter theft, eliminate diversion, mitigate other potential crime, and appropriately secure cannabis and cannabis derived products. The plan shall provide for a video surveillance system that effectively and clearly records images of the area under surveillance at all times. It will also provide for permanently mounted electronic surveillance cameras in fixed locations placed in such a manner to record activity occurring within twenty feet of all points of entry and exit, areas where cannabis goods are weighed, packed, stored, loaded and unloaded for transportation, prepared or moved in the facility, security rooms, and areas storing the surveillance-system storage device. Camera resolution shall be sufficient to allow for the identification of any person and activities in all areas under surveillance. Furthermore, the surveillance system and plan shall provide for the retention of recorded video images for at least ninety days. The security plan shall be subject to review and approval by the county sheriff in addition to the community development director.

(D) A safety plan including a hazardous materials business plan to the extent required by the county certified unified program agency.

(E) A waste management plan.

(F) Documentation, including copies of title documents, leases, or similar agreements, showing that the person or entity seeking the license owns the real property where the commercial cannabis operation will take place or has permission from the real property owner to engage in a commercial cannabis operation at the proposed site.

(G) Any additional information the community development director in his sole discretion deems necessary to evaluate the proposed commercial cannabis operation.

(2) Payment of a minimum five thousand dollar deposit, or higher, as determined by the community development director depending on the scope of the proposed commercial cannabis operations. The deposit shall be used to reimburse the county's cost for applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a monthly basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the

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balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account.

(3) Satisfaction of any mitigation measures identified by the community development director to address potential impacts the commercial cannabis operations may have on the community.

(4) Compliance with all County Code requirements, including applicable zoning provisions, any other permitting requirements or authorizations required by law including any permits or authorizations required by the Colusa County air pollution control district, and state law and regulations including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent regulations. Notwithstanding this provision the community development director may issue a temporary or conditional commercial cannabis operations license prior to an applicant obtaining a final state license. (Ord. No. 797 § 5, (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.)

11-7.3 County commercial cannabis operations license conditions.

A commercial cannabis operations license will include the following requirements and conditions in addition to any additional requirements the community development director determines in his discretion to be necessary to protect the health, safety, and welfare of the community:

(a) Licensee will comply with all statutes, regulations, and rules governing the disposal of solid and hazardous wastes, including but not limited to those in Public Resource Code Section 40000 et seq.

(b) Licensee shall comply with all state and local laws and regulations.

(c) Licensee shall permit inspections of licensee's facilities and commercial cannabis activities, on quarterly basis or more frequently as may be needed, by the community development director or his designee following twenty-four hours' notice to licensee. Licensee shall make available for review retained video surveillance recordings at the time of inspection or upon demand by the community development director. Inspections will be used to verify compliance with this chapter and license requirements and conditions. Inspection costs, including county staff time, shall be funded by licensee. Licensee will maintain an account with the community development department of at least five thousand dollars to satisfy any county inspection costs as they are incurred for the duration of the license. The county shall provide an itemized accounting for all costs charged against the deposit on a quarterly basis or more frequently dependent upon the inspection schedule. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.1.)

11-7.4 County commercial cannabis operations license term, revocation, and renewal.

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(a) Subject to the right of the community development director to revoke a county commercial cannabis operations license as provided for in this section, the license will have a maximum term of two years.

(b) The community development director may revoke a county commercial cannabis operations license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful cannabis cultivation.

(c) The community development director may renew a license for subsequent one-year terms or less, if the licensee is not in violation of its license terms or this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.2.)

11-7.5 Violations are a public nuisance.

Commercial cannabis operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of a county commercial cannabis license constitute a public nuisance subject to abatement as provided for in this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.3.)

11-7.6 No property right or entitlement to commercial cannabis operations.

Issuance of a commercial cannabis operations license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.4.)

11-7.7 Expiration of provisions allowing commercial cannabis operations.

All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, 2021, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6-1.5.)

11-8 Industrial hemp operations.

In addition to limited personal use cannabis cultivation under section 11-6 and commercial cannabis and industrial hemp operations under section 11-7, industrial hemp operations are allowed in specific limited areas of the county, under certain conditions as provided for in this section. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.

(a) Industrial hemp cultivation, including seed production, may only occur on properties zoned foothill agriculture

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(F-A) and exclusive agriculture (E-A) that are a minimum of one and one-half miles away from the following boundaries:

(1) The city of Colusa;

(2) The city of Williams excluding that area within the city south of Abel Road and south of a direct line extending from the western terminus of Abel Road westerly from Abel Road's southern right-of-way line to this line's projected intersection with 7th Street;

(3) Property that is zoned residential single-family (R-1) within the communities of Arbuckle, College City, Grimes, Maxwell, and Princeton as shown on the county's zoning area maps; and

(4) Property that is zoned rural residential (RR) within the community of Stonyford-Lodoga as shown on the county's zoning area map.

(b) Industrial hemp processing shall only be allowed in the same locations and under the same conditions as other agricultural processing uses in the Zoning Code, to the extent the processing does not meet the industrial hemp cultivation community separation and/or residential setback requirements of this section an odor management plan that details how any resulting odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property shall be developed. The odor management plan must be submitted and approved by the community development director before any industrial hemp processing can occur.

(c) Industrial hemp nurseries shall only be allowed in the same locations and under the same conditions as other nursery uses in the Zoning Code subject to the following conditions and exceptions:

(1) Nursery plants shall not exceed the greater of thirty inches in height or three months old and in no case shall be allowed to flower on site.

(2) Nursery plants, including plants that are grown for research and plant development by an established agricultural research institution, that would exceed the height, age, and flower status shall be grown pursuant to the industrial hemp cultivation license requirements, including the community separation and residential setback requirements.

(3) A nursery that is producing genetic clones that would meet the height and age requirements of this section with the exception of the mother plants may be allowed subject to the approval by the planning director of an odor management plan that details how the odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property prior to the earlier of a building permit issuance or the use commencing.

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(4) The agricultural commissioner has determined that the requirements of section 11-8.2(b)(2) have been met to his/her satisfaction and that the state mandated nursery license requirements for industrial hemp have been met.

(d) Notwithstanding the one-and-one-half-mile community setback requirement detailed in this section, there shall also be a residential setback from an existing off-site residence owned and/or occupied by an inhabitant that is not associated with the cultivation operation as follows:

(1) Five-hundred-foot setback for less than ten acres of cultivated area;

(2) Seven-hundred-fifty-foot setback for ten acres to less than twenty acres of cultivated area; and

(3) One-thousand-foot setback for twenty acres or more of cultivated area. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.2 Industrial hemp cultivation license.

(a) Industrial hemp cultivation operations, including an established agricultural research institution as defined by Section 81000 of the California Food and Agricultural Code, in the county are prohibited unless operating under a county industrial hemp cultivation license issued by the Colusa County community development director or his/her designee.

(b) An industrial hemp license may only be issued after the community development director has found that the following requirements have been met:

(1) The community development department has determined that:

(A) The proposed location of the industrial hemp operation meets the location and separation requirements of this section;

(B) The licensee is either the owner in fee of the land upon which the industrial hemp operations would occur or that a written authorization form approved by the community development director from the owner has been submitted;

(C) A security plan has been submitted and approved by the county sheriff detailing how security will be provided to prevent theft once the crop has begun to flower. The security plan shall detail the signage which identifies that the crop is industrial hemp and other security measures that will be used which may include night-time private security patrols.

(D) The license applicant has made a two thousand five hundred dollar deposit to the community development department to reimburse the county's cost for the applicable staff time and cost to process the industrial hemp license and any sheriff department costs to respond to calls for service.

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The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Upon expiration of the license, all remaining funds shall be returned to the applicant.

(2) The Colusa County agricultural commissioner has determined that:

(A) A complete California Department of Food and Agriculture industrial hemp registration application form, or other registration form approved by the Colusa County agricultural commissioner, has been submitted and is ready for approval;

(B) A complete California Department of Food and Agriculture destruction plan form, or other destruction plan form approved by the Colusa County agricultural commissioner, detailing how the crop would be destroyed should it fail to meet the THC limits specified by the Food and Agriculture Code Section 81006(d) et seq. has been submitted and is ready for approval;

(C) The state registration fee amount has been submitted to the Colusa County department of agriculture; and

(D) A minimum two thousand five hundred dollar deposit, or higher as determined by the agricultural commissioner depending on the scope of the proposed industrial hemp operations, has been paid to the Colusa County department of agriculture. The deposit shall be used to reimburse the county for all unreimbursed costs for all applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.3 Industrial hemp conditions.

All industrial hemp operations shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

(a) The operator shall comply with all State law and regulatory requirements including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent industrial hemp regulations.

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(b) The operator shall comply with all County Code provisions, zoning requirements, and any other permitting requirements detailed in this chapter.

(c) The operator shall permit inspections of licensee's facilities and industrial hemp operations, on an as-needed basis, by the community development or agriculture departments. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.4 Industrial hemp license term, revocation, and renewal.

(a) Subject to the right of the community development director to revoke a county industrial hemp license as provided for in this section, the license will have a maximum term of one year.

(b) The community development director may revoke a county industrial hemp license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful industrial hemp operation. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.5 Violations are a public nuisance.

Industrial hemp operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of an industrial hemp license, constitute a public nuisance subject to abatement as provided for in this chapter or chapter 42. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.6 No property right or entitlement for industrial hemp.

Issuance of an industrial hemp license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.7 Limitation on the number of industrial hemp licenses.

A maximum of twenty industrial hemp licenses or licenses totaling no more than three thousand acres shall be issued in any calendar year. The community development director and agricultural commissioner shall develop the application submittal process to ensure that the number of applicants and the proposed cultivated acreage for any calendar year is not exceeded. Should there be more than twenty applications and/or more than three thousand acres proposed to be cultivated in any calendar year, the community development director and the agricultural commissioner shall develop the applicant selection process and the manner in which the acreage will be distributed among the applicants. (Ord. No. 806, § 1 (Exh. A) (part).)

11-9 Public nuisance.

(a) Any activity involving cannabis or industrial hemp in Colusa County must comply with the requirements in this chapter and state law or it is deemed a public nuisance.

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(b) Any person owning, leasing, occupying, or having charge or possession of any real property within the county who causes, allows, or permits such property to be used for any activity involving cannabis or industrial hemp in violation of this chapter or state law is deemed to be maintaining a public nuisance. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part). Formerly 11-6: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-7.)

11-10 Notice to abate unlawful cannabis or industrial hemp activities.

(a) Whenever the enforcing officer determines that there exists a violation of this chapter, the enforcing officer is authorized to provide the person(s) who the enforcing officer believes is violating this chapter, including the property owner(s) and occupants of real property where a violation is occurring, with a notice to abate unlawful cannabis or industrial hemp activities.

(b) Notwithstanding any other provision of this chapter or the Colusa County Code, the enforcing officer and the county are not precluded from taking any other enforcement action, without notice, consistent with and in response to violations of state law. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-8.)

11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.

A notice to abate unlawful cannabis or industrial hemp activities shall be in writing and include the following:

(a) The name of the property owner(s), as well as any known tenant, lessee, or occupant of the property;

(b) The address or location of the violation;

(c) A general description of the violation;

(d) A statement that the unlawful activity must be abated within five calendar days after the date that the notice is served;

(e) The date of service;

(f) A statement that the violation determination may, within five calendar days after the date the notice was served, be appealed by providing the clerk of the board of supervisors with a request in writing for a hearing to appeal the determination of the enforcing officer;

(g) A statement that unless an appeal hearing is requested within the time prescribed in the notice, the enforcing officer will abate the nuisance at the expense of those determined by the enforcing officer to have violated this chapter. It shall also state that the abatement costs, including administration costs, may be made a special assessment added to the county assessment roll and become a lien on the real property where the violation has occurred, on the real property owned by those persons violating this chapter, or be placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly

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11-9.)

11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.

The notice to abate may be served in the following ways or in combination:

(a) By certified mail to the property address and to any additional address on file with the county assessor's office.

(b) By posting the notice on the property where the violation is occurring in a visible location, so long as the notice is also served by certified mail to the legal owner of the property as determined by the records of the county assessor. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-10.)

11-13 Appeal hearing.

(a) Any person served with a notice may appeal the determination of the enforcing officer.

(b) An appeal under this section may be commenced by filing a written request for hearing with the clerk of the board of supervisors within five calendar days after the date the notice of violation was served. The five-day limitation is jurisdictional and may not be waived. The request shall include a statement of facts supporting the appeal.

(c) Upon timely receipt of a written request for hearing, the clerk shall set a hearing not less than five calendar days nor more than twenty calendar days from the date the request was filed. Notice of the hearing shall be served via certified mail by the clerk and posted on the property by the enforcing officer.

(d) Hearings will be conducted by a hearing officer designated by the board of supervisors and need not be conducted according to the strict technical rules of evidence concerning witnesses and hearsay, although the hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(e) The hearing officer may continue the appeal hearing upon a showing of good cause by the requesting party. Only one continuance may be granted.

(f) The hearing officer shall consider the matter de novo and may affirm, reverse or modify the determination made by the enforcement officer. The decision of the hearing officer shall be final and conclusive.

(g) The decision of the hearing officer shall be served by certified mail on all interested parties within seven calendar days of the hearing.

(h) The decision of the hearing officer shall be served by certified mail to the property address, any additional address of the property owner listed with the county assessor's office, counsel of record for any party, the

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sheriff, and the county counsel's office. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-11.)

11-14 Administrative penalties.

In addition to any other remedies provided by the County Code or state law, the following civil penalties are imposed for each violation under this chapter: five hundred dollars per day from the date of the notice to abate the unlawful cannabis or industrial hemp cultivation is posted on the property, and continuing for each day that violation continues to exist. The property owner and any lessee, tenant, or occupant will be jointly and severally liable for any violations under this chapter. (Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-12.)

11-15 Costs.

In any action brought to enforce this chapter, whether by administrative proceedings, judicial proceedings or summary abatement, each person who violates this chapter shall be liable to the county for all costs incurred by the county, including but not limited to administrative costs, enforcement costs, investigation costs, costs of abatement, costs to compel abatement, costs for appeal, and any collection costs. These costs shall include reasonable attorneys' fees to the prevailing party in those actions or proceedings in which the county elects, at the initiation of the action or proceeding, to seek recovery of its attorneys' fees. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-13.)

11-16 Special assessments and liens.

The board of supervisors may order that costs incurred by the county as provided for in section 11-15 be placed upon the county tax roll by the county auditor as a special assessment against any respective real property, or placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-14.)

11-17 Summary abatement.

Notwithstanding any other provision in this chapter, when any unlawful cannabis or industrial hemp cultivation is an immediate threat to the public health or safety, the enforcing officer may direct any officer or employee of the county to summarily abate the nuisance without notice. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-15.)

Attachment: Chapter 11 CANNABIS AND INDUSTRIAL HEMP COUNTY CODE (6286 : Informational Report Commercial Cannabis Ordinance)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: January 5, 2021

DEPARTMENT: County Counsel

FROM: Marcos Kropf

SUBJECT: Ordinance Amending Chapter 2, Art. XII - Claims Against County

Adoption by title only of a proposed Ordinance amending Article XII of Chapter 2 of the County Code regarding claims against the County.

Detailed Description/Background of request

This is a 2 part proposed ordinance amendment.

The first part is a clean-up provision for Colusa County Code section 2-78 regarding the Auditor-Controller's discretion to waive a three day waiting period for the issuance of warrants. Generally, under the Government Code claims or requests for payment, such as through an invoice, are subject to a 3 day waiting period before they are paid, even if the payment is already authorized. Government Code section 29742 allows the Board to provide the Auditor with discretion to waive that period. Originally when section 2-78 was enacted in 1978 it was likely the Board's intent to provide that discretion to the Auditor and indeed it has been the Auditor's practice to pay authorized claims in a timely manner as soon as practicable regardless of the 3 day waiting period. The language in section 2-78 however does not properly mirror the applicable government code section and could be erroneously interpreted to require the Auditor to seek specific Board approval each and every time the Auditor wants to pay an invoice less than 3 days following receipt. Accordingly, this proposed amendment cleans up that language.

The second part of this ordinance adds section section 2-78.1 regarding County claims presentation requirements. Generally, under the California Government Claims Act all statutory state law claims against the County for damages have to be presented to the County within strict timelines prior to filing a lawsuit. The purpose behind this requirement is to provide the County with an opportunity to investigate damages claims and resolve them before litigation, to the extent resolution is warranted. Certain claims are exempt from the Government Claims Act and there are certain other state law claims that do not fall within its express provisions. This proposed addition extends the same claim presentation requirements to claims that do not fall within an express exemption and may not otherwise fall within the scope of the Government Claims Act. This amendment will provide uniformity so that all claims for money or damages shall be presented to the County in the same manner.

Prior Board Action
Ordinance No. 384 was enacted to address claims against the County. This ordinance amendment was introduced by title only at the Board's December 15, 2020 meeting.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Please publish appropriate notice.

ATTACHMENTS:

- Proposed Ordinace Chapter 2 Art. XII (DOCX)
- Chapt 2 Art XII redline (DOCX)
- Ordinance summary (DOCX)

ORDINANCE NO. 20- _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS MODIFYING SECTION 2-78 ANDADDING SECTION 2-78.1 TO ARTICLE XII OF CHAPTER 2 OF THE COLUSA COUNTY CODE

The Board of Supervisors of the County of Colusa ordains as follows:

SECTION 1

Article XII of Chapter 2 of the Colusa County Code is amended to read as shown in Exhibit A to this ordinance.

SECTION 2

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 15th day of December 2020, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the ___ day of _____ 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____

Denise J. Carter, Board Chair

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____

Ann Nordyke, Deputy

APPROVED AS TO FORM

_____

Marcos A. Kropf, County Counsel

Attachment: Proposed Ordinace Chapter 2 Art. XII (6288 : Ordinance Amending Chapter 2 - Claims Against County)

EXHIBIT A

Chapter 2

Article XII. Claims Against County

2.78 Waiver of three-day waiting period for warrants

The County Auditor-Controller is authorized to waive the three-day waiting period for the issuance of warrants in accordance with California Government Code Section 29742.

2-78.1 Claims for Money or Damages

(a) This Section applies to all claims against the County of Colusa for money or damages which are excepted by Section 905 of the Government Code or which may not otherwise be subject to claims presentation requirements under the California Government Claims Act (Section 810, et seq.), and which are not expressly governed by any other statute or regulation to the contrary.

(b) No suit for money or damages may be brought against the County on any claim under this Section until such claim has been presented in writing to the Clerk of the Board of Supervisors and acted upon in conformity with this Section and Government Code sections 945.4 and 945.6.

(c) Claims required to be presented under this Section shall be presented in the manner and timelines provided for in Government Code sections 910 through 915.4, as may be amended.

Attachment: Proposed Ordinace Chapter 2 Art. XII (6288 : Ordinance Amending Chapter 2 - Claims Against County)

Chapter 2

Article XII. Claims Against County

2.78 Waiver of three-day waiting period for warrants ~~in special circumstances~~

~~Pursuant to Section 29742 of the Government Code~~ ~~t~~The C~~c~~ounty ~~a~~Auditor-~~/~~C~~c~~ontroller is ~~hereby~~ authorized to ~~recommend to the board of supervisors~~ waive the three-day waiting period ~~and to issue~~ for the issuance of warrants in accordance with California Government Code Section 29742. ~~for those claims he deems to be of special circumstances in the better interests of the county.~~

2-78.1 Claims for Money or Damages

(a) This Section applies to all claims against the County of Colusa for money or damages which are excepted by Section 905 of the Government Code or which may not otherwise be subject to claims presentation requirements under the California Government Claims Act (Section 810, et seq.), and which are not expressly governed by any other statutes or regulation to the contrary.

(b) No suit for money or damages may be brought against the County on any claim under this Section until such claim has been presented in writing to the Clerk of the Board of Supervisors and acted upon in conformity with this Section and Government Code sections 945.4 and 945.6.

(c) Claims required to be presented under this Section shall be presented in the manner and timelines provided for in Government Code sections 910 through 915.4, as may be amended.

Attachment: Chapt 2 Art XII redline (6288 : Ordinance Amending Chapter 2 - Claims Against County)

ORDINANCE SUMMARY

The proposed ordinance amends Article XII, section 2-78 and adds section 2-78.1 of Chapter 2 of the Colusa County Code. Section 2-78 is simplified and provides the Auditor-Controller with discretion to waive the three day waiting period for the issuance of warrants. Section 2-78.1 is added to provide uniformity on the process for making a claim against the County for money or damages so that all such claims shall be presented in the same manner.

Attachment: Ordinance summary (6288 : Ordinance Amending Chapter 2 - Claims Against County)

COUNTY OF COLUSA, CA

8.2

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **County Counsel**

FROM: **Marcos Kropf**

SUBJECT: **Resolution Amending Long-term Project Water Contract with United States**

Adopt a Resolution approving and authorizing the Chairperson to execute, an amendment to the existing contract between the **United States** and the County, to provide for Project Water service and facilities repayment.

Detailed Description/Background of request

In 2005 the County entered into a long-term renewal contract 14-06-200-8310A-LTR1 with the United States, through the Bureau of Reclamation, for the delivery of water diverted through Central Valley Water Project facilities. The term of the contract is through February 8, 2020. Normally, if the County renewed the contract upon termination the County would be required to pay its allocated cost of construction for the Central Valley Water Project facilities or forego renewal.

In December 2016 Congress enacted the Water Infrastructure Improvements for the Nation Act ("WIIN"). The Act allows the County as a water contractor to convert its limited term contract into a continuing contract by prepaying the allocated construction costs based on current calculations. The currently calculated construction cost allocation for the County is $0.0. Accordingly, the County has requested that its long-term contract be converted in accordance with the WIIN act.

Prior Board Action

The Board previously approved a long-term renewal contract with the United States in 2005.

Fiscal Impact/Funding Source

There is no fiscal impact anticipated as a result of this contract amendment.

Action for the Clerk

Please obtain signatures on 3 original copies provided. Contact Bureau representative to determine best way to expedite delivery.

ATTACHMENTS:

- WIIN Contract Resolution (DOCX)

- 14-06-200-8310A-P Amendment (PDF)
- 14-06-200-8310A-LTR1 Bureau Contract (PDF)
- 12-22-20 Bureau Transmittal Letter (PDF)

RESOLUTION NO. 21-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES AND COUNTY OF COLUSA PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT

WHEREAS, in 2005 the County of Colusa ("County") and the United States ("United States") through the Bureau of Reclamation, entered into a long-term renewal contract 14-06-200-8310A-LTR1 ("Contract") for the delivery of water diverted through Central Valley Water Project facilities ("Project Water");

WHEREAS, on December 16, 2016, Congress enacted the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 State. 1628) ("WIIN Act");

WHEREAS, the WIIN Act provides that upon request of the contractor, the Secretary of the Interior shall convert water service contracts into repayment contracts, amend existing repayment contracts, and allow contractors to prepay their construction cost obligations pursuant to applicable Federal Reclamation law

WHEREAS, the County requested that the United States initiate the process to convert the Contract into a repayment contract;

WHEREAS, the County has participated in the contract water conversion negotiation provisions of the WIIN Act with the United States;

WHEREAS, the United States has provided a proposed Amendment to the Existing Contract Between the United States and County of Colusa Providing for Project Water Service and Facilities Repayment with exhibits ("Amendment");

WHEREAS, the Amendment does not involve an increase or decrease in existing water service or contractual water allocations; new construction expansion, or any modification of the existing distribution system of the County or the Central Valley Project; nor any change in the source of water to be delivered, the area of its use, or the uses to which supplies will be put; and

WHEREAS, the United States has circulated the proposed amendment for a public comment period, which concluded on December 21, 2020.

NOW, THEREFORE, BE IT RESOLVED that the attached Amendment to the Existing Contract Between the United States and County of Colusa Providing for Project Water Service and Facilities Repayment, is approved and the Chairperson for the Board of Supervisors is authorized on behalf of the County to execute the Amendment.

Attachment: WIIN Contract Resolution [Revision 1] (6304 : Resolution amending Project Water Contract)

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

AYES:

NOES:

ABSENT:

_____
Denise J. Carter, Board Chair

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: WIN Contract Resolution [Revision 1] (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-P

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Sacramento River Division, Central Valley Project, California

AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES AND COUNTY OF COLUSA PROVIDING FOR PROJECT WATER SERVICE AND FACILITIES REPAYMENT

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Exhibit A – Map of Contractor's Service Area
Exhibit B – Rates and Charges
Exhibit C – Repayment Obligation and Payoff Schedule

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Sacramento River Division, Central Valley Project, California

AMENDMENT TO THE EXISTING CONTRACT BETWEEN THE UNITED STATES
AND
COUNTY OF COLUSA
PROVIDING FOR WATER SERVICE AND FACILITIES REPAYMENT

THIS AMENDMENT ("Amendment") to Long-term Renewal Contract Between the United States and County of Colusa Providing for Project Water Service From the Sacramento River Division ("Existing Contract") (collectively, "Contract"), is made this ____day of _____, 20____, in pursuance generally of the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), as amended, and the Water Infrastructure Improvements for the Nation Act (Public Law 114-322,130 Stat. 1628), Section 4011 (a-d) and (f) ("WIIN Act"), all collectively hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Amendment, hereinafter referred to as the Contracting Officer, and County of Colusa, hereinafter referred to as the Contractor.

WITNESSETH, That:

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

EXPLANATORY RECITALS

[1st] WHEREAS, the United States and the Contractor entered into Contract Number 14-06-200-8310A-LTR1, which established terms for the delivery of Project Water to the Contractor from the Sacramento River Division, as in effect the date the WIIN Act was enacted, and as may have been amended; and

[2nd] WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the WIIN Act; and

[3rd] WHEREAS, Section 4011(a)(1) provides that "upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users' association [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions."; and

[4th] WHEREAS, Section 4011(a)(1) further provides that "the manner of conversion under this paragraph shall be as follows: (A) Water service contracts that were entered into under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)"; and "(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195)."; and

[5th] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall "not modify other water service, repayment, exchange and transfer contractual rights between the water users' association [Contractor], and

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

the Bureau of Reclamation, or any rights, obligations, or relationships of the water users' association [Contractor] and their landowners as provided under State law."; and

[6th] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that "implementation of the provisions of this subtitle shall not alter…(3) the priority of a water service or repayment contractor to receive water; or (4) except as expressly provided in this section, any obligations under the reclamation law, including the continuation of Restoration Fund charges pursuant to section 3407(d) (Public Law 102-575), of the water service and repayment contractors making prepayments pursuant to this section."; and

[7th] WHEREAS, upon the request of the Contractor, the WIIN Act directs the Secretary to convert irrigation and municipal and industrial (M&I) water service contracts into repayment contracts, amend existing repayment contracts, and allow contractors to prepay their construction cost obligations pursuant to applicable Federal Reclamation law; and

[8th] WHEREAS, the Contracting Officer and the Contractor agree to amend the Existing Contract with the execution of this Amendment; and

[9th] WHEREAS, the Contracting Officer and the Contractor agree that this Amendment complies with Section 4011 of the WIIN Act.

NOW, THEREFORE, in consideration of the covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

1. Article 1 of the Existing Contract, entitled DEFINITIONS is amended as follows:

a. Subdivisions (m), (o) and (u) of Article 1 of the Existing Contract are amended and replaced in their entirety with the following new subdivisions (m), (p) and (u):

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

(m) "Irrigation Water" shall mean the use of Project Water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

(o) "Municipal and Industrial Water" shall mean the use of Project Water for municipal, industrial, and miscellaneous other purposes not falling under the definition of Irrigation Water or within another category of water use under an applicable Federal authority.

(u) "Project Contractors" shall mean all parties who have contracts for water service for Project Water from the Project with the United States pursuant to Federal Reclamation law.

b. Subdivisions (ee) through (gg) are added at the end of Article 1 of the Existing Contract as follows:

(**ee**) "Additional Capital Obligation" shall mean construction costs or other capitalized costs incurred after February 1, 2021 or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law 114-322,130 Stat. 1628) ("WIIN Act").

(**ff**) "Existing Capital Obligation" shall mean the remaining amount of construction costs or other capitalized costs allocable to the Contractor as described in section 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central Valley Project Irrigation Water Rates and/or Municipal and Industrial Water Rates, respectively, the Central Valley Project 2020 Ratebooks**,** as adjusted to reflect payments not reflected in such schedule. The Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit C, which is incorporated herein by reference.

(**gg**) "Repayment Obligation" for Water Delivered as Irrigation Water shall mean the Existing Capital Obligation discounted by ½ of the Treasury rate, which shall be the amount due and payable to the United States, pursuant to section 4011(a)(2)(A) of the WIIN

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the United States, pursuant to the section 4011(a)(3)(A) of the WIIN Act.

2. Article 2 of the Existing Contract, entitled TERM OF CONTRACT, is amended and replaced in its entirety with the following new Article 2:

2. (a) This Contract shall be effective February 1, 2021 and shall continue so long as the Contractor pays applicable Rates and Charges under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law;

(1) Provided, That the Contracting Officer shall not seek to terminate this Contract for failure to fully or timely pay applicable Rates and Charges by the Contactor, unless the Contracting Officer has first provided at least sixty (60) calendar days written notice to the Contractor of such failure to pay and Contractor has failed to cure such failure to pay, or to diligently commence and maintain full curative payments satisfactory to the Contracting Officer within the sixty (60) calendar days' notice period;

(2) Provided further, That the Contracting Officer shall not seek to suspend making water available or declaring Water Made Available pursuant to this Contract for non-compliance by the Contractor with the terms of this Contract or Federal law, unless the Contracting Officer has first provided at least thirty (30) calendar days written notice to the Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully cured within the thirty (30) calendar days' notice period. If the Contracting Officer has suspended making water available pursuant to this paragraph, upon cure of such

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

noncompliance satisfactory to the Contracting Officer, the Contracting Officer shall resume making water available and declaring Water Made Available pursuant to this Contract;

(3) Provided further, That this Contract may be terminated at any time by mutual consent of the parties hereto.

(b) Upon complete payment of the Repayment Obligation by the Contractor, and notwithstanding any Additional Capital Obligation that may later be established, the acreage limitations, reporting, and the Full Cost pricing provisions of the Reclamation Reform Act of 1982 shall no longer be applicable to the Contractor pursuant to this Contract.

(c) Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the extent allowed by law.

(d) Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits, under the Act of June 21, 1963 (77.Stat. 68), to the extent allowed by law.

3. Article 3, of the Existing Contract, entitled WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR, is amended as follows:

a. Subdivision (h) of Article 3 of the Existing Contract is amended and replaced in its entirety with the following new subdivision (h):

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract shall not be disturbed, and this Contract shall continue so long as the Contractor pays applicable Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the

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preceding sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 or subdivision (b) of Article 12 of this Contract.

4. Article 7 of the Existing Contract, entitled RATES AND METHOD OF PAYMENT FOR WATER, is amended as follows:

(a) The heading of the Existing Contract is amended and replaced in its entirety with RATES, METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT OF FACILITIES.

(b) Subdivision (a) of Article 7 of the Existing Contract is amended and replaced in its entirety with the following new subdivision (a):

(a) Notwithstanding the Contractor's full prepayment of the Repayment Obligation pursuant to section 4011, subsection (a)(2)(A) and subsection (a)(3)A) of the WIIN Act, as set forth in Exhibit C, and any payments required pursuant to section 4011, subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article, subsection (b), the Contractor's Project construction and other cost obligations shall be determined in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent with the WIIN Act; and such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates and

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

Charges applicable to the Contractor upon execution of this Contract are set forth in Exhibit "B," as may be revised annually.

(1) The Contractor shall pay the United States as provided for in this Article of this Contract for all Delivered Water at Rates and Charges in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall be established to recover its estimated reimbursable costs included in the operation & maintenance component of the Rate and amounts established to recover deficits and other charges, if any, including construction costs as identified in the following subdivisions.

(2) In accordance with the WIIN Act, the Contractor's allocable share of Project construction costs will be repaid pursuant to the provisions of this Contract.

(A) The amount due and payable to the United States, pursuant to the WIIN Act, shall be the Repayment Obligation. The Repayment Obligation has been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual installments (Irrigation Only) to be repaid no later than three (3) years after the effective date of this Contract as set forth in Exhibit C. The Repayment Obligation is due in lump sum by **April 4, 2021,** as provided by the WIIN Act. The Contractor must provide appropriate notice to the Contracting Officer in writing no later than thirty (30) days prior to **April 4, 2021**, if electing to repay the amount due using the lump sum alternative. If such notice is not provided by such date, the Contractor shall be deemed to have elected the installment payment alternative, in which case, the first such payment shall be made no later than **April, 4 2021**. The second payment shall be made no later than the first anniversary of the first payment date. The third

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payment shall be made no later than the second anniversary of the first payment date. The final payment shall be made no later than **February 1, 2024**. If the installment payment option is elected by the Contractor, the Contractor may pre-pay the remaining portion of the Repayment Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using the same methodology as was used to compute the initial annual installment payment amount, which is illustrated in Exhibit C. Notwithstanding any Additional Capital Obligation that may later be established, receipt of the Contractor's payment of the Repayment Obligation to the United States shall fully and permanently satisfy the Existing Capital Obligation.

(B) Additional Capital Obligations that are not reflected in the schedules referenced in Exhibit C and properly assignable to the Contractor, shall be repaid as prescribed by the WIIN Act without interest except as required by law. Consistent with Federal Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of the Additional Capital Obligation assigned to each Project contractor by the Secretary shall not be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B), however, they will be considered under subdivision (b) of this Article. A separate agreement shall be established by the Contractor and the Contracting Officer to accomplish repayment of the Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the WIIN Act, subject to the following:

(1) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under section 4011 of the

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

WIIN Act is less than five million dollars ($5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid not more than five (5) years after the Contracting Officer notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the amount of five million dollars ($5,000,000) shall not be a precedent in any other context.

(2) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under section 4011 of the WIIN Act is equal to or greater than five million dollars ($5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid as provided by applicable Federal Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of five million dollars ($5,000,000) shall not be a precedent in any other context.

(c) Article 7 of the Existing Contract is amended to add a new subdivision (b); subdivisions (b) through (n) of Article 7 of the Existing Contract are redesignated as subdivisions (c) through (o):

(b) In the event that the final cost allocation referenced in Section 4011(b) of the WIIN Act determines that the costs properly assignable to the Contractor are greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining allocated costs. The term of such additional repayment contract shall be not less than one (1) year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate of repayment of such amount may be developed by the Contractor and Contracting Officer. In the event that the final cost allocation indicates that the costs properly assignable to the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such overpayment as an offset against any outstanding or future obligations of the Contractor,

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with the exception of Restoration Fund charges pursuant to section 3407(d) of Public Law 102-575.

5. Article 12 of the Existing Contract, entitled CONSTRAINTS ON THE AVAILABILITY OF WATER, is amended as follows:

(a) Subdivisions (a) and (b) of Article 12 of the Existing Contract are amended and replaced in their entirety with the following new subdivisions (a) and (b):

(a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

(b) If there is a Condition of Shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then, except as provided in subdivision (a) of Article 18, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

6. Article 18 of the Existing Contract, entitled OPINIONS AND DETERMINATIONS, is amended to delete existing subdivision (b) and add the following new subdivisions (b) and (c):

(b) The parties agree that the delivery of Project Water or the use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

(c) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

7. Article 15 of the Existing Contract, entitled WATER AND AIR POLLUTION CONTROL and Article 16 of the Existing Contract, entitled QUALITY OF WATER, are amended and replaced in their entirety with a new Article 15 as follows:

PROTECTION OF WATER AND AIR QUALITY

15. (a) OMITTED.

(b) The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest level possible as determined by the Contracting Officer. The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(c) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within the its Project Water Service Area.

(d) This Article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

8. The Article numbers for Articles 17 through 39 of the Existing Contract are amended and redesignated as Articles 16 through 38.

9. Article 20, redesignated Article 19, of the Existing Contract, entitled CHARGES FOR DELINQUENT PAYMENTS, is amended and replaced in its entirety with the following new Article 19:

19. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

10. Article 21, redesignated Article 20, of the Existing Contract, entitled EQUAL OPPORTUNITY, is amended and replaced in its entirety with the following new Article 20:

EQUAL EMPLOYMENT OPPORTUNITY

20. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. Article 22, redesignated Article 21, of the Existing Contract, entitled GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT, is amended as follows:

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

(a) Subdivisions (a) and (b) of Article 21 of the Existing Contract are amended and replaced in their entirety with the following new subdivisions (a) and (b):

(a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

12. Article 23, redesignated Article 22, of the Existing Contract, entitled <u>COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS</u>, is amended and replaced in its entirety with the following new Article 22:

22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this Contract in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

13. Article 24 of the Existing Contract, entitled PRIVACY ACT COMPLIANCE, is redesignated Article 23 and is amended and replaced in its entirety with the following new Article 23:

23. (a) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) (5 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

(b) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in paragraph (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. § 552a(m).

(c) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Department of the Interior Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

(f) Upon complete payment of the Repayment Obligation by the Contractor, this Article 23 will no longer be applicable.

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14. Article 26, of the Existing Contract, entitled WATER CONSERVATION, is redesignated Article 25 and is amended as follows:

(a) The first sentence of subdivision (a) of redesignated Article 25 of the Existing Contract is amended and replaced with the following:

(a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations). Additionally, an effective water conservation and efficiency program shall be based on the Contractor's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

(b) Subdivision (b) of redesignated Article 25 of the Existing Contract is amended to strike California Urban Water Conservation Council and insert Mid-Pacific Region's then-existing conservation and efficiency criteria:

(b) Should the amount of M&I Water delivered pursuant to subdivision (a) of Article 3 of this Contract equal or exceed two thousand (2,000) acre-feet per Year, the Contractor shall implement the Best Management Practices identified by the time frames issued by the Mid-Pacific Region's then-existing conservation and efficiency criteria for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Contractor.

(c) Subdivision (d) of redesignated Article 25 of the Existing Contract is amended to strike then-current and insert then-existing:

(d) At five (5)-year intervals, the Contractor shall revise its water conservation plan to reflect the then-existing conservation and efficiency criteria for evaluating

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water conservation plans established under Federal law and submit such revised water management plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets Reclamation's then-existing conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

15. OMITTED.

16. Article 30, of the Existing Contract, entitled BOOKS, RECORDS, AND REPORTS, is redesignated Article 29, and is amended as follows:

(a) Subdivision (a) of Article 29 of the Existing Contract is amended and replaced in its entirety with the following new subdivision (a):

(a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

17. Subdivision (a) of Article 31, redesignated Article 30, of the Existing Contract, entitled ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED, is amended and replaced in its entirety with the following new subdivision (a):

(a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

18. Article 34, redesignated Article 33, of the Existing Contract, entitled OFFICIALS NOT TO BENEFIT, is amended and replaced in its entirety with the following new Article 33:

33. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

19. Subdivision (a) of Article 35, redesignated Article 34, of the Existing Contract, entitled CHANGES IN CONTRACTOR'S SERVICE AREA, is amended and replaced in its entirety with the following new subdivision (a):

CHANGES IN CONTRACTOR'S ORGANIZATION

(a) While this Contract is in effect, no change may be made in the Contractor's Service Area or organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

20. Article 37, redesignated Article 36, of the Existing Contract, entitled NOTICES, is amended and replaced in its entirety with the following new Article 36:

36. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office, 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Supervisors of the County of Colusa, 546 Jay Street, Colusa, California 95932. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

21. OMITTED.

22. OMITTED.

23. OMITTED.

24. OMITTED.

25. The Existing Contract is amended to add Article 39, entitled RECLAMATION REFORM ACT OF 1982, to be consistent with the WIIN Act, as follows:

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

39. (a) Upon the Contractor's compliance with and discharge of the Repayment Obligation pursuant to this Contract, subsections (a) and (b) of Section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269) shall apply to affected lands.

(b) The obligation of the Contractor to pay the Additional Capital Obligation shall not affect the Contractor's status as having repaid all of the construction costs assignable to the Contractor or the applicability of subsections (a) and (b) of section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269), once the Repayment Obligation is paid.

26. OMITTED.

27. OMITTED.

28. The Existing Contract is amended to add Article 40, entitled MEDIUM FOR TRANSMITTING PAYMENTS, as follows:

40. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONFIRMATION OF AMENDMENT

29. Promptly after the execution of this Amendment, the Contractor will provide to the Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the State of California, confirming the proceedings on the part of the Contractor for the authorization of the execution of this Amendment. This Amendment shall not be binding on the United States until the Contractor secures a final decree.

AMENDMENT DRAFTING CONSIDERATIONS

30. This Amendment has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Amendment pertains. The double-spaced Articles of this Amendment have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles. Single-spaced articles are standard articles pursuant to Reclamation policy.

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

31. Except as specifically provided for in this Amendment, the provisions of the Existing Contract shall continue in full force and effect as originally written and executed.

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

COUNTY OF COLUSA

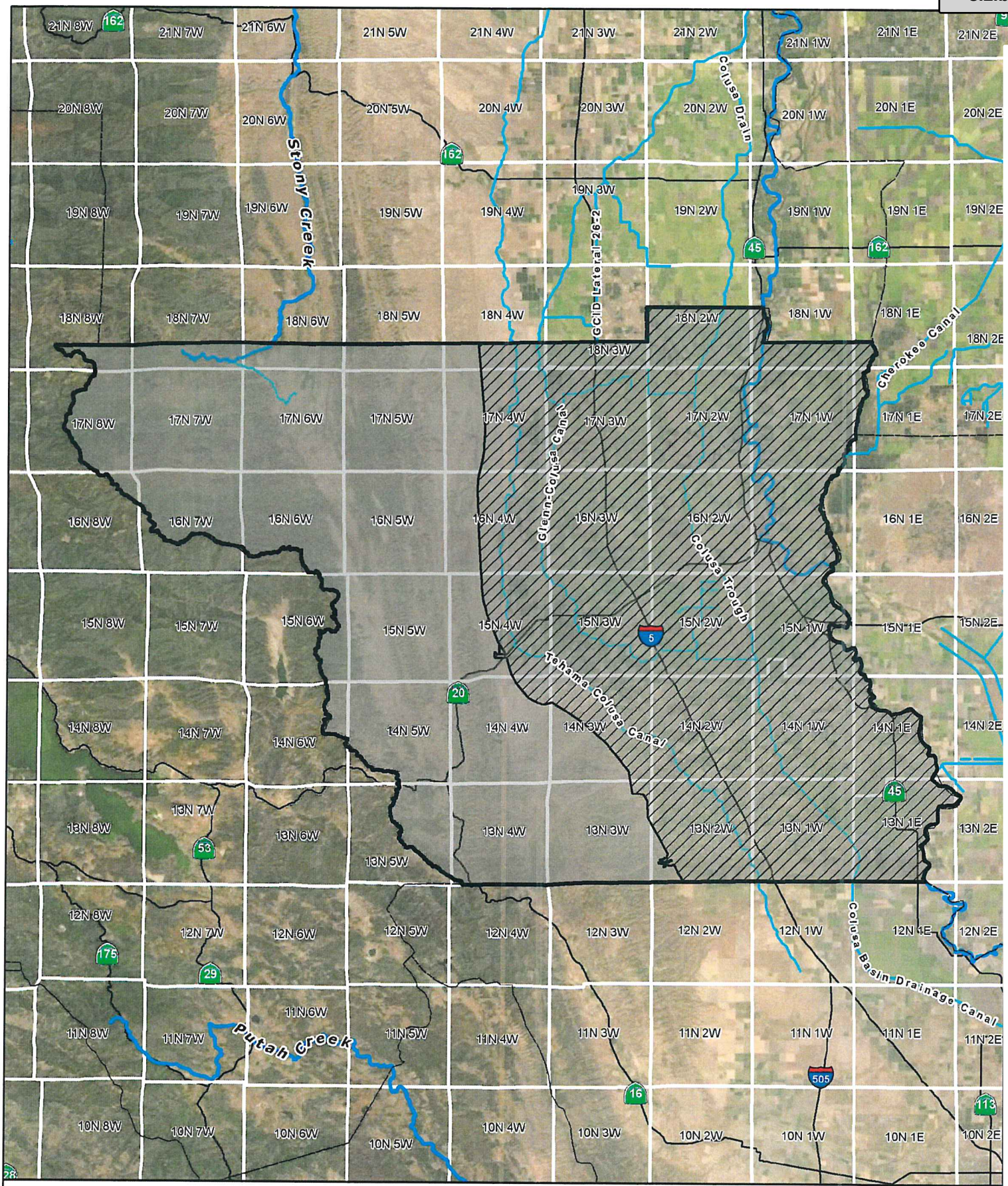
(SEAL)

By: _____
Chairperson of the Board of Supervisors

Attest:

By: _____
Secretary of the Board of Supervisors

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)



District Boundary
Contractor's Service Area

County of Colusa

Contract No. 14-06-200-8310A-P
Exhibit A

— BUREAU OF —
RECLAMATION

Date: 9/2/2020
File Name: N:\Districts\Contracts\cnty_of_colusa\cnty_of_colusa_20200819_107.mxd

0 5 10 Miles

N

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

Exhibit B
County of Colusa
2020 Rates and Charges
(Per Acre-Foot)

District Form - Irrigation/M
Contract No.
14-06-200-8310A-P

	M&I Water
COST-OF-SERVICE (COS) RATES	
Construction Costs	$0.00
O&M Component	
Water Marketing	$6.12
Storage	$14.99
Conveyance	$0.00
Direct Pumping	$0.00
ARRA Component	$0.00
Deficit Rates	
Interest Bearing	$0.00
TOTAL COS RATE *(Tier 1 Rate)*	$21.11
IRRIGATION FULL COST RATE (RRA)	
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	
M&I FULL COST RATE	$0.00
CHARGES AND ASSESSMENTS *(Payments in Addition to Rates)*	
P.L. 102-575 Surcharges (Restoration Fund Payments)[1] [Section 3407(d)(2)(A)]	$22.23
P.L. 106-377 Assessment (Trinity Public Utilities District)[2] [Appendix B, Section 203]	$0.15

EXPLANATORY NOTES

1 Restoration Fund surcharges under P.L.102-575 are determined on a fiscal year basis (10/1-9/30).

2 The Trinity Public Utilities District Assessment is applicable to each acre-foot of water delivered from 3/1 to 2/28 and is adjusted annually.

Recent Historic Use, as defined in the CVP M&I Water Shortage Policy, is 0 acre-feet.

Additional details of the rate components are available on the Internet at www.usbr.gov/mp/cvpwaterrates/ratebooks.

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

Repayment Obligation - Current Calculation under the WIIN Act, Section 4011 (a) (2)

Represents an Estimate of Cost to Repay Construction Based on Unpaid Construction from the 2019 Water Rate Books

Contractor: County of Colusa
Facility: Tehama Colusa Canal
Contract: 14-06-200-8310L

Irrigation Construction Cost (2019 Irrigation Ratebook, Schedule A-2Ba and A-2Bc)		Unpaid Cost	Discount
Construction Cost (Excludes Intertie):		$ -	$ -
Intertie Construction Cost:		$ -	$ -
Total		$ -	$ -
If Paid in Installments (Used 20 yr CMT)			
	Due		
Payment 1	May 1 2019		$ -
Payment 2	May 1 2020		$ -
Payment 3	May 1 2021		$ -
Payment 4	May 1 2022		$ -
Total Installment Payments			$ -
20 yr CMT Rates - 4/23/2018			3.050%
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))			1.525%

M&I Construction Cost (2019 M&I Ratebook, Sch A-2Ba)	Unpaid Cost
Construction Cost:	$ -

Calculation Support:

	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
Fiscal Yr	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2024	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2025	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2029	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2030	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2031-63				$ -	$ -	$ -	$ -
Total, Lump Sum Payment			$ -			$ -	$ -
Amount of Reduction, Lump Sum			$ -			$ -	$ -

Attachment: 14-06-200-8310A-P Amendment (6304 : Resolution amending Project Water Contract)

Irrigation and M&I
Contract No.
14-06-200-8310A-LTR1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES AND COUNTY OF COLUSA PROVIDING FOR PROJECT WATER SERVICE FROM THE SACRAMENTO RIVER DIVISION

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Exhibit A – Map of Contractor's Service Area

Exhibit B – Rates and Charges

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No.
14-06-200-8310A-LTR1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
COUNTY OF COLUSA
PROVIDING FOR PROJECT WATER SERVICE
FROM THE SACRAMENTO RIVER DIVISION

THIS CONTRACT, made this 25th day of February, 2005, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, and COUNTY OF COLUSA, hereinafter referred to as the Contractor, a political subdivision of the State of California, duly organized, existing, and acting pursuant to the laws thereof;

WITNESSETH, That:

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2nd] WHEREAS, the United States constructed the Red Bluff Diversion Dam, and the Tehama-Colusa Canal and related delivery facilities including pumping plants, hereinafter collectively referred to as the Canal Facilities, which will be used in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and

[3rd] WHEREAS, the rights to Project Water were acquired by the United States pursuant to California law for operation of the Project; and

[4th] WHEREAS, the Contractor and the United States entered into Contract No. 14-06-200-8310A, which established terms for the delivery to the Contractor of Project Water from the Canal Facilities from November 18, 1975, through February 28, 1995, and under which the initial date of water delivery to the Contractor was January 1, 1981; and

[5th] WHEREAS, the Contractor and the United States have pursuant to subsection 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into interim renewal contract(s) identified as Contract No(s). 14-06-200-8310A-IR1, 14-06-200-8310A-IR2, 14-06-200-8310A-IR3, 14-06-200-8310A-IR4, 14-06-200-8310A-IR5, 14-06-200-8310A-IR6, 14-06-200-8310A-IR7, and 14-06-200-8310A-IR8, the current of which is hereinafter referred to as the Existing Contract, which provided for the continued water service to the Contractor from March 1, 2004, through February 28, 2006; and

[5.1] WHEREAS, in accordance with Article 5 (a) of Contract No. 14-06-200-8310A, and with the prior approval of the Contracting Officer, the Contractor entered into subcontracts

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

for the resale and distribution of all of the Project Water under Contract No. 14-06-200-8310A with the Member Units, with an initial delivery date of January 1, 1981, and for the quantities set forth below:

Colusa County Water District for 5,965 acre-feet;

Cortina Water District for 1,700 acre-feet;

4-M Water District for 5,700 acre-feet;

Glenn Valley Water District for 1,730 acre-feet;

Holthouse Water District for 2,450 acre-feet;

La Grande Water District for 2,200 acre-feet;

Myers-Marsh Mutual Water Company for 255 acre-feet;

Westside Water District for 40,000 acre-feet; and

[5.2] WHEREAS, the Contractor and Westside Water District entered into a partial assignment on March 27, 2002, identified as Contract No. 14-06-200-8310X, to permanently assign to Westside Water District 40,000 acre-feet of the Project Water made available to the Contractor pursuant to Contract No. 14-06-200-8310A; and

[6th] WHEREAS, Section 3404(c) of the CVPIA provides for long-term renewal of the Existing Contract following completion of appropriate environmental documentation, including a programmatic environmental impact statement (PEIS) pursuant to the National Environmental Policy Act (NEPA), analyzing the direct and indirect impacts and benefits of implementing the CVPIA and the potential renewal of all existing contracts for Project Water; and

[7th] WHEREAS, the United States has completed the PEIS and all other appropriate environmental review necessary to provide for long-term renewal of the Existing Contract; and

[8th] WHEREAS, the Contractor has requested the long-term renewal of the Existing Contract, pursuant to the terms of the Existing Contract, Federal Reclamation law, and the laws of the State of California, for water service from the Project; and

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[9th] WHEREAS, the United States has determined that the Contractor has fulfilled all of its obligations under the Existing Contract; and

[10th] WHEREAS, the Contractor has demonstrated to the satisfaction of the Contracting Officer that the Contractor has utilized the Project Water supplies available to it for reasonable and beneficial use and, based upon a needs analysis cooperatively prepared by the Contracting Officer and the Contractor, has demonstrated projected future demand for water use that exceeds the Contract Total to be made available to it pursuant to this Contract; and

[11th] WHEREAS, water obtained from the Project has been relied upon by urban and agricultural areas within California for more than 50 years, and is considered by the Contractor as an essential portion of its water supply; and

[12th] WHEREAS, the economies of regions within the Project, including the Contractor's, depend upon the continued availability of water, including water service from the Project; and

[13th] WHEREAS, the Secretary intends through coordination, cooperation, and partnerships to pursue measures to improve water supply, water quality, and reliability of the Project for all Project purposes; and

[14th] WHEREAS, the mutual goals of the United States and the Contractor include: to provide for reliable Project Water supplies; to control costs of those supplies; to achieve repayment of the Project as required by law; to guard reasonably against Project Water shortages; to achieve a reasonable balance among competing demands for use of Project Water; and to comply with all applicable environmental statutes, all consistent with the legal obligations of the United States relative to the Project; and

[15th] WHEREAS, the parties intend by this Contract to develop a more cooperative relationship in order to achieve their mutual goals; and

[16th] WHEREAS, the United States and the Contractor are willing to enter into this Contract pursuant to Federal Reclamation law on the terms and conditions set forth below;

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NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent of the parties as expressed in this Contract, the term:

(a) "Calendar Year" shall mean the period January 1 through December 31, both dates inclusive;

(b) "Charges" shall mean the payments required by Federal Reclamation law in addition to the Rates and Tiered Pricing Component specified in this Contract as determined annually by the Contracting Officer pursuant to this Contract;

(c) "Condition of Shortage" shall mean a condition respecting the Project during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the Contract Total;

(d) "Contracting Officer" shall mean the Secretary of the Interior's duly authorized representative acting pursuant to this Contract or applicable Federal Reclamation law or regulation;

(e) "Contract Total" shall mean the maximum amount of water to which the Contractor is entitled under subdivision (a) of Article 3 of this Contract;

(f) "Contractor's Service Area" shall mean the area to which the Contractor is permitted to provide Project Water under this Contract as described in Exhibit "A" attached hereto, which may be modified from time to time in accordance with Article 35 of this Contract without amendment of this Contract;

(g) "CVPIA" shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

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(h) "Eligible Lands" shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA;

(i) "Excess Lands" shall mean all lands in excess of the limitations contained in Section 204 of the RRA, other than those lands exempt from acreage limitation under Federal Reclamation law;

(j) "Full Cost Rate" shall mean an annual rate as determined by the Contracting Officer that shall amortize the expenditures for construction properly allocable to the Project irrigation or M&I functions, as appropriate, of facilities in service including all O&M deficits funded, less payments, over such periods as may be required under Federal Reclamation law, or applicable contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated in accordance with subsections 202(3)(B) and (3)(C) of the RRA. The Full Cost Rate includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and Regulations for the RRA;

(k) "Ineligible Lands" shall mean all lands to which Irrigation Water may not be delivered in accordance with Section 204 of the RRA;

(l) "Irrigation Full Cost Water Rate" shall mean the Full Cost Rate applicable to the delivery of Irrigation Water;

(m) "Irrigation Water" shall mean water made available from the Project that is used primarily in the production of agricultural crops or livestock, including domestic use incidental thereto, and watering of livestock;

(n) "Landholder" shall mean a party that directly or indirectly owns or leases nonexempt land, as provided in 43 CFR 426.2;

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(o) "Member Unit" shall mean an entity within the Contractor's Service Area organized for the purpose of obtaining Project Water from the Canal Facilities and executing a subcontract with the Contractor for such a supply;

(p) "Municipal and Industrial (M&I) Water" shall mean Project Water, other than Irrigation Water, made available to the Contractor. M&I Water shall include water used for human use and purposes such as the watering of landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or water delivered to land holdings operated in units of less than five acres, unless the Contractor establishes to the satisfaction of the Contracting Officer that the use of water delivered to any such landholding is a use described in subdivision (m) of this Article;

(q) "M&I Full Cost Water Rate" shall mean the Full Cost Rate applicable to the delivery of M&I Water;

(r) "Operation and Maintenance" or "O&M" shall mean normal and reasonable care, control, operation, repair, replacement (other than capital replacement), and maintenance of Project facilities;

(s) "Operating Non-Federal Entity" shall mean the Tehama-Colusa Canal Authority, its successors or assigns, a non-Federal entity which has the obligation to operate and maintain all or a portion of the Canal Facilities pursuant to an agreement with the United States, and which may have funding obligations with respect thereto;

(t) "Project" shall mean the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;

(u) "Project Contractors" shall mean all parties who have water service contracts for Project Water from the Project with the United States pursuant to Federal Reclamation law;

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(v) "Project Water" shall mean all water that is developed, diverted, stored, or delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance with the terms and conditions of water rights acquired pursuant to California law;

(w) "Rates" shall mean the payments determined annually by the Contracting Officer in accordance with the then-current applicable water ratesetting policies for the Project, as described in subdivision (a) of Article 7 of this Contract;

(x) "Recent Historic Average" shall mean the most recent five-year average of the final forecast of Water Made Available to the Contractor pursuant to this Contract or its preceding contract(s);

(y) "Secretary" shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior;

(z) "Tiered Pricing Component" shall be the incremental amount to be paid for each acre-foot of Water Delivered as described in subdivision (j) of Article 7 of this Contract;

(aa) "Water Delivered" or "Delivered Water" shall mean Project Water diverted for use by the Contractor at the point(s) of delivery approved by the Contracting Officer;

(bb) "Water Made Available" shall mean the estimated amount of Project Water that can be delivered to the Contractor for the upcoming Year as declared by the Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;

(cc) "Water Scheduled" shall mean Project Water made available to the Contractor for which times and quantities for delivery have been established by the Contractor and Contracting Officer, pursuant to subdivision (b) of Article 4 of this Contract; and

(dd) "Year" shall mean the period from and including March 1 of each Calendar Year through the last day of February of the following Calendar Year.

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TERM OF CONTRACT

2. (a) This Contract shall be effective March 1, 2005, through February 28, 2030, and supersedes the Existing Contract. In the event the Contractor wishes to renew this Contract beyond February 28, 2030, the Contractor shall submit a request for renewal in writing to the Contracting Officer no later than two years prior to the date this Contract expires. The renewal of this Contract insofar as it pertains to the furnishing of Irrigation Water to the Contractor shall be governed by subdivision (b) of this Article, and the renewal of this Contract insofar as it pertains to the furnishing of M&I Water to the Contractor shall be governed by subdivision (c) of this Article.

(b) (1) Under terms and conditions of a renewal contract that are mutually agreeable to the parties hereto, and upon a determination by the Contracting Officer that at the time of contract renewal the conditions set forth in subdivision (b)(2) of this Article are met, and subject to Federal and State law, this Contract, insofar as it pertains to the furnishing of Irrigation Water to the Contractor, shall be renewed for a period of 25 years.

(2) The conditions which must be met for this Contract to be renewed are: (i) the Contractor and/or each Member Unit has prepared a water conservation plan that has been determined by the Contracting Officer in accordance with Article 26 of this Contract to meet the conservation and efficiency criteria for evaluating such plans established under Federal law; (ii) the Contractor and/or each Member Unit is implementing an effective water conservation and efficiency program based on the Contractor's and/or each Member Unit's water conservation plan as required by Article 26 of this Contract; (iii) the Contractor and/or each Member Unit is maintaining all water measuring devices and implementing all water measurement methods as approved by the Contracting Officer pursuant to Article 6 of this Contract; (iv) the Contractor and/or each Member Unit has reasonably and beneficially used the Project Water supplies made available to it and, based on projected demands, is reasonably anticipated and expects to fully utilize for reasonable and beneficial use the quantity of Project

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Water to be made available to it pursuant to such renewal; (v) the Contractor and/or each Member Unit is complying with all terms and conditions of this Contract; and (vi) the Contractor and/or each Member Unit has the physical and legal ability to deliver Project Water.

(3) The terms and conditions of the renewal contract described in subdivision (b)(1) of this Article and any subsequent renewal contracts shall be developed consistent with the parties' respective legal rights and obligations, and in consideration of all relevant facts and circumstances, as those circumstances exist at the time of renewal, including, without limitation, the Contractor's need for continued delivery of Project Water; environmental conditions affected by implementation of the Contract to be renewed, and specifically changes in those conditions that occurred during the life of the Contract to be renewed; the Secretary's progress toward achieving the purposes of the CVPIA as set out in Section 3402 and in implementing the specific provisions of the CVPIA; and current and anticipated economic circumstances of the region served by the Contractor.

(c) This Contract, insofar as it pertains to the furnishing of M&I Water to the Contractor, shall be renewed for successive periods of up to 40 years each, which periods shall be consistent with then-existing Reclamation-wide policy, under terms and conditions mutually agreeable to the parties and consistent with Federal and State law. The Contractor shall be afforded the opportunity to comment to the Contracting Officer on the proposed adoption and application of any revised policy applicable to the delivery of M&I Water that would limit the term of any subsequent renewal contract with the Contractor for the furnishing of M&I Water to less than 40 years.

(d) The Contracting Officer shall make a determination ten years after the date of execution of this Contract, and every five years thereafter during the term of this Contract, of whether a conversion of the relevant portion of this Contract to a contract under subsection 9(d) of the Reclamation Project Act of 1939 can be accomplished pursuant to the Act of July 2, 1956 (70 Stat. 483). The Contracting Officer shall also make a determination ten years

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after the date of execution of this Contract and every five years thereafter during the term of this contract of whether a conversion of the relevant portion of this Contract to a contract under subsection 9(c)(1) of the Reclamation Project Act of 1939 can be accomplished. Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483). The Contracting Officer anticipates that during the term of this Contract, all authorized Project construction expected to occur will have occurred, and on that basis the Contracting Officer agrees upon such completion to allocate all costs that are properly assignable to the Contractor, and agrees further that, at any time after such allocation is made, and subject to satisfaction of the condition set out in this subdivision, this Contract shall, at the request of the Contractor, be converted to a contract under subsection 9(d) or 9(c)(1), whichever is applicable, of the Reclamation Project Act of 1939, subject to applicable Federal law and under stated terms and conditions mutually agreeable to the Contractor and the Contracting Officer. A condition for such conversion to occur shall be a determination by the Contracting Officer that, account being taken of the amount credited to return by the Contractor as provided for under Federal Reclamation law, the remaining amount of construction costs assignable for ultimate return by the Contractor can probably be repaid to the United States within the term of a contract under subsection 9(d) or 9(c)(1), whichever is applicable. If the remaining amount of costs that are properly assignable to the Contractor cannot be determined during the term of this Contract, the Contracting Officer shall notify the Contractor, and provide the reason(s) why such a determination could not be made. Further, the Contracting Officer shall make such a determination as soon thereafter as possible so as to permit, upon request of the Contractor and satisfaction of the condition set out above, conversion to a contract under subsection 9(d) or 9(c)(1), whichever is applicable. In the event such determination of costs has not been made at a time which allows conversion of this Contract during the term of this Contract or the Contractor has not requested conversion of this Contract within such term, the parties shall incorporate in any subsequent renewal contract as described in

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subdivision (b) of this Article a provision that carries forth in substantially identical terms the provisions of this subdivision.

WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

3. (a) During each Year, consistent with all applicable State water rights, permits, and licenses, Federal law, and subject to the provisions set forth in Articles 11 and 12 of this Contract, the Contracting Officer shall make available for delivery to the Contractor 20,000 acre-feet of Project Water for irrigation and M&I purposes. Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

(b) Because the capacity of the Project to deliver Project Water has been constrained in recent years and may be constrained in the future due to many factors including hydrologic conditions and implementation of Federal and State laws, the likelihood of the Contractor actually receiving the amount of Project Water set out in subdivision (a) of this Article in any given Year is uncertain. The Contracting Officer's modeling referenced in the PEIS projected that the Contract Total set forth in this Contract will not be available to the Contractor in many years. During the most recent five years, the Recent Historic Average of water made available to the Contractor was 18,400 acre-feet. Nothing in subdivision (b) of this Article shall affect the rights and obligations of the parties under any provision of this Contract.

(c) The Contractor shall utilize the Project Water in accordance with all applicable legal requirements.

(d) The Contractor shall make reasonable and beneficial use of all water furnished pursuant to this Contract. Groundwater recharge programs (direct, indirect, or in lieu), groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted within the Contractor's Service Area which are consistent with applicable State law and result in use consistent with Federal Reclamation law will be allowed; Provided, That any direct recharge

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program(s) is (are) described in each Member Unit's water conservation plan submitted pursuant to Article 26 of this Contract; Provided, further, That such water conservation plan demonstrates sufficient lawful uses exist in the Contractor's Service Area so that using a long-term average, the quantity of Delivered Water is demonstrated to be reasonable for such uses and in compliance with Federal Reclamation law. Groundwater recharge programs, groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted outside the Contractor's Service Area may be permitted upon written approval of the Contracting Officer, which approval will be based upon environmental documentation, Project Water rights, and Project operational concerns. The Contracting Officer will address such concerns in regulations, policies, or guidelines.

(e) The Contractor shall comply with requirements applicable to the Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution of this Contract undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as amended, that are within the Contractor's legal authority to implement. The Existing Contract, which evidences in excess of 22 years of diversions for irrigation and/or M&I purposes of the quantities of water provided in subdivision (a) of Article 3 of this Contract, will be considered in developing an appropriate baseline for biological assessment(s) prepared pursuant to the ESA, and any other needed environmental review. Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with respect to any biological opinion or other environmental documentation referred to in this Article.

(f) As soon as possible following each declaration of Water Made Available under Article 4 of this Contract, the Contracting Officer will make a determination whether Project Water, or other water available to the Project, can be made available to the Contractor in addition to the Contract Total under Article 3 of this Contract during the Year without adversely

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impacting other Project Contractors. At the request of the Contractor, the Contracting Officer will consult with the Contractor prior to making such a determination. If the Contracting Officer determines that Project Water, or other water available to the Project, can be made available to the Contractor, the Contracting Officer will announce the availability of such water and shall so notify the Contractor as soon as practical. The Contracting Officer will thereafter meet with the Contractor and other Project Contractors capable of taking such water to determine the most equitable and efficient allocation of such water. If the Contractor requests the delivery of any quantity of such water, the Contracting Officer shall make such water available to the Contractor in accordance with applicable statutes, regulations, guidelines, and policies.

(g) The Contractor may request permission to reschedule for use during the subsequent Year some or all of the Water Made Available to the Contractor during the current Year referred to as "carryover." The Contractor may request permission to use during the current Year a quantity of Project Water which may be made available by the United States to the Contractor during the subsequent Year referred to as "preuse." The Contracting Officer's written approval may permit such uses in accordance with applicable statutes, regulations, guidelines, and policies.

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of Water Delivered pursuant to this Contract during the term thereof and any subsequent renewal contracts, as described in Article 2 of this Contract, during the terms thereof shall not be disturbed so long as the Contractor shall fulfill all of its obligations under this Contract and any renewals thereof. Nothing in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 or subdivision (b) of Article 12 of this Contract or applicable provisions of any subsequent renewal contracts.

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(i) Project Water furnished to the Contractor pursuant to this Contract may be delivered for other than irrigation or M&I purposes upon written approval by the Contracting Officer in accordance with the terms and conditions of such approval.

(j) The Contracting Officer shall make reasonable efforts to protect the water rights necessary for the Project and to provide the water available under this Contract. The Contracting Officer shall not object to participation by the Contractor, in the capacity and to the extent permitted by law, in administrative proceedings related to the Project Water rights; Provided, That the Contracting Officer retains the right to object to the substance of the Contractor's position in such a proceeding; Provided further, That in such proceedings the Contracting Officer shall recognize the Contractor has a legal right under the terms of this Contract to use Project Water.

TIME FOR DELIVERY OF WATER

4. (a) On or about February 20 of each Calendar Year, the Contracting Officer shall announce the Contracting Officer's expected declaration of the Water Made Available. Such declaration will be expressed in terms of both Water Made Available and the Recent Historic Average and will be updated monthly, and more frequently if necessary, based on then-current operational and hydrologic conditions and a new declaration with changes, if any, to the Water Made Available will be made. The Contracting Officer shall provide forecasts of Project operations and the basis of the estimate, with relevant supporting information, upon the written request of the Contractor. Concurrently with the declaration of the Water Made Available, the Contracting Officer shall provide the Contractor with the updated Recent Historic Average.

(b) On or before each March 1 and at such other times as necessary, the Contractor shall, or, if so provided by subcontract with a Member Unit, a Member Unit shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the monthly quantities of Project Water to be delivered by the United States to the Contractor pursuant to this Contract for the Year commencing on such March 1. The

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Contracting Officer shall use all reasonable means to deliver Project Water according to the approved schedule for the Year commencing on such March 1.

(c) The Contractor, or, if so provided by subcontract with a Member Unit, a Member Unit shall not schedule Project Water in excess of the quantity of Project Water the Contractor intends to put to reasonable and beneficial use within the Contractor's Service Area or to sell, transfer, or exchange pursuant to Article 9 of this Contract during any Year.

(d) Subject to the conditions set forth in subdivision (a) of Article 3 of this Contract, the United States shall deliver Project Water to the Contractor in accordance with the initial schedule submitted by the Contractor or Member Unit pursuant to subdivision (b) of this Article, or any written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to be implemented.

POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this Contract shall be delivered to the Contractor at approved turnouts on the Canal Facilities and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor.

(b) The Contracting Officer, either directly or through its written agreement(s) with the Operating Non-Federal Entity/Entities shall make all reasonable efforts to maintain sufficient flows and levels in the Project facilities to deliver Project Water to the Contractor at specific turnouts established pursuant to subdivision (a) of this Article. The parties acknowledge that it may be necessary from time to time to shut down some or all of Project facilities for maintenance or emergencies. Except in the case of emergency, the Contracting Officer shall consult with the Contractor to schedule the shutdown at such times and for such duration as will allow for the work to be accomplished completely and efficiently, and with a minimum of

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disruption of water service to the Contractor. In this regard, shutdowns will, to the extent reasonably possible, be limited to the months of December and January.

(c) The Contractor shall deliver Irrigation Water in accordance with any applicable land classification provisions of Federal Reclamation law and the associated regulations. The Contractor shall not deliver Project Water to land outside the Contractor's Service Area unless approved in advance by the Contracting Officer.

(d) All Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the United States or the Operating Non-Federal Entity/Entities at the point or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the responsible Operating Non-Federal Entity/Entities, the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall consult with the Contractor and the responsible Operating Non-Federal Entity/Entities prior to making a final determination of the quantity delivered for that period of time.

(e) Neither the Contracting Officer nor any Operating Non-Federal Entity/Entities shall be responsible for the control, carriage, handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to this Contract beyond the delivery points specified in subdivision (a) of this Article. The Contractor shall indemnify the United States, its officers, employees, agents, and assigns on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such Water Delivered beyond such delivery points, except for any damage or claim arising out of (i) acts or omissions of the Contracting Officer or any of its officers, employees, agents, or assigns, including the Operating Non-Federal Entity/Entities, with

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the intent of creating the situation resulting in any damage or claim, (ii) willful misconduct of the Contracting Officer or any of its officers, employees, agents, or assigns, including the Operating Non-Federal Entity/Entities, (iii) negligence of the Contracting Officer or any of its officers, employees, agents, or assigns including the Operating Non-Federal Entity/Entities, or (iv) damage or claims resulting from a malfunction of facilities owned and/or operated by the United States or responsible Operating Non-Federal Entity/Entities.

MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

6. (a) The Contractor has established a measuring program satisfactory to the Contracting Officer. The Contractor shall ensure that all surface water delivered for irrigation purposes within the Contractor's Service Area is measured at each agricultural turnout and such water delivered for M&I purposes is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the water, to bill water users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I purposes by customer class as defined in the Member Unit's water conservation plan provided for in Article 26 of this Contract. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law. The Contractor shall include a summary of all its annual surface water deliveries in the annual report described in subdivision (c) of Article 26.

(b) To the extent the information has not otherwise been provided, upon execution of this Contract, the Contractor shall provide to the Contracting Officer a written report describing the measurement devices or water measuring methods being used or to be used

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to implement subdivision (a) of this Article and identifying the agricultural turnouts and the M&I service connections or alternative measurement programs approved by the Contracting Officer, at which such measurement devices or water measuring methods are being used, and, if applicable, identifying the locations at which such devices and/or methods are not yet being used including a time schedule for implementation at such locations. The Contracting Officer shall advise the Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of the measuring devices or water measuring methods identified in the Contractor's report and if the Contracting Officer does not respond in such time, they shall be deemed adequate. If the Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate, the parties shall within 60 days following the Contracting Officer's response, negotiate in good faith the earliest practicable date by which the Contractor shall modify said measuring devices and/or measuring methods as required by the Contracting Officer to ensure compliance with subdivision (a) of this Article.

(c) All new surface water delivery systems installed within the Contractor's Service Area after the effective date of this Contract shall also comply with the measurement provisions described in subdivision (a) of this Article.

(d) The Contractor shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface water delivered within the Contractor's Service Area during the previous Year.

(e) The Contractor shall inform the Contracting Officer and the Operating Non-Federal Entity on or before the 20th calendar day of each month of the quantity of Irrigation and M&I Water taken during the preceding month.

RATES AND METHOD OF PAYMENT FOR WATER

7. (a) The Contractor shall pay the United States as provided in this Article for all Delivered Water at Rates, Charges, and the Tiered Pricing Component established in accordance with (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and

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the Secretary's then-existing ratesetting policy for M&I Water. Such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfer, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set forth in Exhibits "B-1 through B-7" for subcontracts with the Member Units identified in said exhibits, as may be revised annually. For subcontracts with Member Units other than those identified in the said exhibits, Rates, Charges, and Tiered Pricing Component will be developed as necessary and will automatically become exhibits hereto as though fully set forth herein.

(b) The Contracting Officer shall notify the Contractor of the Rates, Charges, and Tiered Pricing Component as follows:

(1) Prior to July 1 of each Calendar Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such notification shall revise Exhibits "B-1" through "B-7" and any additional exhibits.

(2) Prior to October 1 of each Calendar Year, the Contracting Officer shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component for Project Water for the following Year and the computations and cost allocations upon which those Rates are based. The Contractor shall be allowed not less than two months to review and

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comment on such computations and cost allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing Component to be in effect for the upcoming Year, and such notification shall revise Exhibits "B-1" through "B-7" and any additional exhibits.

(c) At the time the Contractor submits the initial schedule for the delivery of Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water scheduled to be delivered pursuant to this Contract during the first two calendar months of the Year. Before the end of the first month and before the end of each calendar month thereafter, the Contractor shall make an advance payment to the United States, at the Rate(s) set under subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract during the second month immediately following. Adjustments between advance payments for Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of the following month; Provided, That any revised schedule submitted by the Contractor pursuant to Article 4 of this Contract which increases the amount of Water Delivered pursuant to this Contract during any month shall be accompanied with appropriate advance payment, at the Rates then in effect, to assure that Project Water is not delivered to the Contractor in advance of such payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor unless and until an advance payment at the Rates then in effect for such additional Project Water is made. Final adjustment between the advance payments for the Water Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the following Year, or 60 days after the delivery of Project Water carried

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over under subdivision (g) of Article 3 of this Contract if such water is not delivered by the last day of February.

(d) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (c) of this Article to the United States for Water Delivered, at the Charges and the appropriate Tiered Pricing Component then in effect, before the end of the month following the month of delivery; Provided, That the Contractor may be granted an exception from the Tiered Pricing Component pursuant to subdivision (j)(2) of this Article. The payments shall be consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the water delivery report for the subject month prepared by the Operating Non-Federal Entity/Entities or, if there is no Operating Non-Federal Entity/Entities, by the Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges and the applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment of Charges shall be made through the adjustment of payments due to the United States for Charges for the next month. Any amount to be paid for past due payment of Charges and the Tiered Pricing Component shall be computed pursuant to Article 20 of this Contract.

(e) The Contractor shall pay for any Water Delivered under subdivision (a), (f), or (g) of Article 3 of this Contract as determined by the Contracting Officer pursuant to applicable statutes, associated regulations, any applicable provisions of guidelines or ratesetting policies; Provided, That the Rate for Water Delivered under subdivision (f) of Article 3 of this Contract shall be no more than the otherwise applicable Rate for Irrigation Water or M&I Water under subdivision (a) of this Article.

(f) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

(g) All revenues received by the United States from the Contractor relating to the delivery of Project Water or the delivery of non-Project water through Project facilities shall

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be allocated and applied in accordance with Federal Reclamation law and the associated rules or regulations, and the then-current Project ratesetting policies for M&I Water or Irrigation Water.

(h) The Contracting Officer shall keep its accounts pertaining to the administration of the financial terms and conditions of its long-term contracts, in accordance with applicable Federal standards, so as to reflect the application of Project costs and revenues. The Contracting Officer shall, each Year upon request of the Contractor, provide to the Contractor a detailed accounting of all Project and Contractor expense allocations, the disposition of all Project and Contractor revenues, and a summary of all water delivery information. The Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or information.

(i) The parties acknowledge and agree that the efficient administration of this Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Components, and/or for making and allocating payments, other than those set forth in this Article may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements to modify the mechanisms, policies, and procedures for any of those purposes while this Contract is in effect without amending this Contract.

(j) (1) Beginning at such time as deliveries of Project Water in a Year exceed 80 percent of the quantity of Project Water under subcontract with each Member Unit, then before the end of the month following the month of delivery the Contractor shall make an additional payment to the United States equal to the applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water Delivered in excess of 80 percent of the quantity of Project Water under subcontract with each Member Unit, but less than or equal to 90 percent of the quantity of Project Water under subcontract with each Member Unit, shall equal one-half of the difference between the Rate established under subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. The

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Tiered Pricing Component for the amount of Water Delivered which exceeds 90 percent of the quantity of Project Water under subcontract with each Member Unit shall equal the difference between (i) the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the quantity of Project Water under subcontract with each Member Unit, this increment shall be deemed to be divided between Irrigation Water and M&I Water in the same proportion as actual deliveries of each bear to the cumulative total Water Delivered.

(2) Subject to the Contracting Officer's written approval, the Contractor may request and receive an exemption from such Tiered Pricing Components for Project Water delivered to produce a crop which the Contracting Officer determines will provide significant and quantifiable habitat values for waterfowl in fields where the water is used and the crops are produced; Provided, That the exemption from the Tiered Pricing Component for Irrigation Water shall apply only if such habitat values can be assured consistent with the purposes of the CVPIA through binding agreements executed with or approved by the Contracting Officer prior to use of such water.

(3) For purposes of determining the applicability of the Tiered Pricing Component pursuant to this Article, Water Delivered shall include Project Water that each Member Unit transfers to others but shall not include Project Water transferred to each Member Unit, nor shall it include the additional water provided to the Contractor and/or each Member Unit under the provisions of subdivision (f) of Article 3 of this Contract.

(k) For the term of this Contract, Rates under the respective ratesetting policies will be established to recover only reimbursable O&M (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Changes of significance in practices

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which implement the Contracting Officer's ratesetting policies will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.

(l) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA, the Rates for Project Water transferred by each Member Unit shall be each Member Unit's Rates adjusted upward or downward to reflect the changed costs, if any, incurred by the Contracting Officer in the delivery of the transferred Project Water to the transferee's point of delivery in accordance with the then applicable Project ratesetting policy. If each Member Unit is receiving lower Rates and Charges because of inability to pay and is transferring Project Water to another entity whose Rates and Charges are not adjusted due to inability to pay, the Rates and Charges for transferred Project Water shall will not be adjusted to reflect the Member's inability to pay.

(m) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting Officer is authorized to adjust determinations of ability to pay every five years.

(n) With respect to the Rates for M&I Water, the Contractor asserts that it is not legally obligated to repay any Project deficits claimed by the United States to have accrued as of the date of this Contract or deficit-related interest charges thereon. By entering into this Contract, the Contractor does not waive any legal rights or remedies that it may have with respect to such disputed issues. Notwithstanding the execution of this Contract, and payments made hereunder, the Contractor may challenge in the appropriate administrative or judicial forums: (1) the existence, computation, or imposition of any deficit charges accruing during the term of the Existing Contract and any preceding interim renewal contracts, if applicable; (2) interest accruing on any such deficits; (3) the inclusion of any such deficit charges or interest in the Rates; (4) the application by the United States of payments made by the Contractor under its Existing Contract and any preceding interim renewal contracts, if applicable; and (5) the application of such payments in the Rates. The Contracting Officer agrees that the Contractor

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shall be entitled to the benefit of any administrative or judicial ruling in favor of any other Project M&I contractor on any of these issues, and credits for payments heretofore made, Provided, That the basis for such ruling is applicable to the Contractor.

NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

8. The Contractor and the Contracting Officer concur that, as of the effective date of this Contract, the Contractor has no non-interest bearing O&M deficits and shall have no further liability therefor.

SALES, TRANSFERS, OR EXCHANGES OF WATER

9. (a) The right to receive Project Water provided for in this Contract may be sold, transferred, or exchanged to others for reasonable and beneficial uses within the State of California if such sale, transfer, or exchange is authorized by applicable Federal and State laws, and applicable guidelines or regulations then in effect. No sale, transfer, or exchange of Project Water under this Contract may take place without the prior written approval of the Contracting Officer, except as provided for in subdivision (b) of this Article, and no such sales, transfers, or exchanges shall be approved absent all appropriate environmental documentation, including but not limited to documents prepared pursuant to NEPA and ESA. Such environmental documentation should include, as appropriate, an analysis of groundwater impacts and economic and social effects, including environmental justice, of the proposed water transfers on both the transferor and transferee.

(b) In order to facilitate efficient water management by means of water transfers of the type historically carried out among Project Contractors located within the same geographical area and to allow the Contractor to participate in an accelerated water transfer program during the term of this Contract, the Contracting Officer shall prepare, as appropriate, necessary environmental documentation including, but not limited to, documents prepared pursuant to NEPA and ESA, analyzing annual transfers within such geographical areas and the Contracting Officer shall determine whether such transfers comply with applicable law.

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Following the completion of the environmental documentation, such transfers addressed in such documentation shall be conducted with advance notice to the Contracting Officer, but shall not require prior written approval by the Contracting Officer. Such environmental documentation and the Contracting Officer's compliance determination shall be reviewed every five years and updated, as necessary, prior to the expiration of the then-existing five-year period. All subsequent environmental documentation shall include an alternative to evaluate not less than the quantity of Project Water historically transferred within the same geographical area.

(c) For a water transfer to qualify under subdivision (b) of this Article, such water transfer must: (i) be for irrigation purposes for lands irrigated within the previous three years, for M&I use, groundwater recharge, groundwater banking, similar groundwater activities, surface water storage, or fish and wildlife resources; not lead to land conversion; and be delivered to established cropland, wildlife refuges, groundwater basins or M&I use; (ii) occur within a single Year; (iii) occur between a willing seller and a willing buyer; (iv) convey water through existing facilities with no new construction or modifications to facilities and be between existing Project Contractors and/or the Contractor and the United States, Department of the Interior; and (v) comply with all applicable Federal, State, and local or tribal laws and requirements imposed for protection of the environment and Indian Trust Assets, as defined under Federal law.

(d) For the purpose of determining whether Section 3405(a)(1)(M) of the CVPIA applies to the Contractor or a Member Unit as a transferor or transferee of Project Water, the Contracting Officer acknowledges that the Contractor or a Member Unit is within a county, watershed, or other area of origin, as those terms are utilized under California law, of water that constitutes the natural flow of the Sacramento River and its tributaries above the confluence of the American and Sacramento Rivers.

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APPLICATION OF PAYMENTS AND ADJUSTMENTS

10. (a) The amount of any overpayment by the Contractor of the Contractor's O&M, capital, and deficit (if any) obligations for the Year shall be applied first to any current liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of more than $1,000 shall be refunded at the Contractor's request. In lieu of a refund, any amount of such overpayment, at the option of the Contractor, may be credited against amounts to become due to the United States by the Contractor. With respect to overpayment, such refund or adjustment shall constitute the sole remedy of the Contractor or anyone having or claiming to have the right to the use of any of the Project Water supply provided for herein. All credits and refunds of overpayments shall be made within 30 days of the Contracting Officer obtaining direction as to how to credit or refund such overpayment in response to the notice to the Contractor that it has finalized the accounts for the Year in which the overpayment was made.

(b) All advances for miscellaneous costs incurred for work requested by the Contractor pursuant to Article 25 of this Contract shall be adjusted to reflect the actual costs when the work has been completed. If the advances exceed the actual costs incurred, the difference will be refunded to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be billed for the additional costs pursuant to Article 25.

TEMPORARY REDUCTIONS--RETURN FLOWS

11. (a) Subject to: (i) the authorized purposes and priorities of the Project and the requirements of Federal law; and (ii) the obligations of the United States under existing contracts, or renewals thereof, providing for water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to optimize Project Water deliveries to the Contractor as provided in this Contract.

(b) The Contracting Officer or Operating Non-Federal Entity/Entities may temporarily discontinue or reduce the quantity of Water Delivered to the Contractor as herein provided for the purposes of investigation, inspection, maintenance, repair, or replacement of any

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of the Project facilities or any part thereof necessary for the delivery of Project Water to the Contractor, but so far as feasible the Contracting Officer or Operating Non-Federal Entity will give the Contractor due notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which case no notice need be given; Provided, That the United States shall use its best efforts to avoid any discontinuance or reduction in such service. Upon resumption of service after such reduction or discontinuance, and if requested by the Contractor, the United States will, if possible, deliver the quantity of Project Water which would have been delivered hereunder in the absence of such discontinuance or reduction.

(c) The United States reserves the right to all seepage and return flow water derived from Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area; Provided, That this shall not be construed as claiming for the United States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor.

CONSTRAINTS ON THE AVAILABILITY OF WATER

12. (a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a Condition of Shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

(b) If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer to meet legal obligations then, except as provided in subdivision (a) of Article 18 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

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(c) In any Year in which there may occur a shortage for any of the reasons specified in subdivision (b) above, the Contracting Officer shall apportion the available Project Water supply among the Contractor and others entitled, under existing contracts and future contracts (to the extent such future contracts are permitted under subsections (a) and (b) of Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the contractual obligations of the United States.

(d) Project Water furnished under this long-term renewal contract will be allocated in accordance with the then-existing Project M&I Water Shortage Policy. Such policy shall be amended, modified, or superseded only through a public notice and comment procedure.

UNAVOIDABLE GROUNDWATER PERCOLATION

13. To the extent applicable, the Contractor shall not be deemed to have delivered Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated with groundwater that reaches the underground strata as an unavoidable result of the delivery of Irrigation Water by the Contractor to Eligible Lands.

RULES AND REGULATIONS

14. The parties agree that the delivery of Irrigation Water or use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C.390aa et seq.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

WATER AND AIR POLLUTION CONTROL

15. The Contractor, in carrying out this Contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

16. (a) Project facilities used to deliver Project Water to the Contractor pursuant to this Contract shall be operated and maintained to enable the United States to deliver Project

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Water to the Contractor in accordance with the water quality standards specified in subsection 2(b) of the Act of August 26, 1937 (50 Stat. 865), as added by Section 101 of the Act of October 27, 1986 (100 Stat. 3050) or other existing Federal laws. The United States is under no obligation to construct or furnish water treatment facilities to maintain or to improve the quality of Water Delivered to the Contractor pursuant to this Contract. The United States does not warrant the quality of Water Delivered to the Contractor pursuant to this Contract.

(b) The O&M of Project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The Contractor shall be responsible for compliance with all State and Federal water quality standards applicable to surface and subsurface agricultural drainage discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within the Contractor's Service Area.

WATER ACQUIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED STATES

17. (a) Water or water rights now owned or hereafter acquired by the Contractor other than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may be simultaneously transported through the same distribution facilities of the Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were constructed without funds made available pursuant to Federal Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive Irrigation Water must be established through the certification requirements as specified in the Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of Eligible Lands within the Contractor's Service Area can be established and the quantity of Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and

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non-Project water are/were constructed with funds made available pursuant to Federal Reclamation law, the non-Project water will be subject to the acreage limitation provisions of Federal Reclamation law, unless the Contractor pays to the United States the incremental fee described in 43 CFR 426.15. In determining the incremental fee, the Contracting Officer will calculate annually the cost to the Federal Government, including interest, on storing or delivering non-Project water, which for purposes of this Contract shall be determined as follows: The quotient shall be the unpaid distribution system costs divided by the total irrigable acreage within the Contractor's Service Area. The incremental fee per acre is the mathematical result of such quotient times the interest rate determined using Section 202 (3) of the Act of October 12, 1982 (96 Stat. 1263). Such incremental fee will be charged to each acre of excess or full cost land within the Contractor's Service Area that receives non-Project water through Federally financed or constructed facilities. The incremental fee calculation methodology will continue during the term of this Contract absent the promulgation of a contrary Reclamation-wide rule, regulation, or policy adopted after the Contractor has been afforded the opportunity to review and comment on the proposed rule, regulation, or policy. If such rule, regulation, or policy is adopted it shall supersede this provision.

(b) Water or water rights now owned or hereafter acquired by the Contractor, other than from the United States, may be stored, conveyed, and/or diverted through Project facilities, subject to the completion of appropriate environmental documentation, with the approval of the Contracting Officer and the execution of any contract determined by the Contracting Officer to be necessary, consistent with the following provisions:

(1) The Contractor may introduce non-Project water into Project facilities and deliver said water to lands within the Contractor's Service Area, including Ineligible Lands, subject to payment to the United States and/or to any applicable Operating Non-Federal Entity of an appropriate rate as determined by the applicable Project ratesetting

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policy, the RRA, and the Project use power policy, if such Project use power policy is applicable, each as amended, modified, or superseded from time to time.

(2) Delivery of such non-Project water in and through Project facilities shall only be allowed to the extent such deliveries do not: (i) interfere with other Project purposes as determined by the Contracting Officer; (ii) reduce the quantity or quality of water available to other Project Contractors; (iii) interfere with the delivery of contractual water entitlements to any other Project Contractors; or (iv) interfere with the physical maintenance of the Project facilities.

(3) Neither the United States nor the Operating Non-Federal Entity shall be responsible for control, care, or distribution of the non-Project water before it is introduced into or after it is delivered from the Project facilities. The Contractor hereby releases and agrees to defend and indemnify the United States and the Operating Non-Federal Entity, and their respective officers, agents, and employees, from any claim for damage to persons or property, direct or indirect, resulting from the acts of the Contractor, its officers', employees', agents', or assigns', act(s) in (i) extracting or diverting non-Project water from any source, or (ii) diverting such non-Project water into Project facilities.

(4) Diversion of such non-Project water into Project facilities shall be consistent with all applicable laws, and if involving groundwater, consistent with any applicable groundwater management plan for the area from which it was extracted.

(5) After Project purposes are met, as determined by the Contracting Officer, the United States and the Contractor shall share priority to utilize the remaining capacity of the facilities declared to be available by the Contracting Officer for conveyance and transportation of non-Project water prior to any such remaining capacity being made available to non-Project contractors.

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OPINIONS AND DETERMINATIONS

18. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of Article 18 of this Contract is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and of the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

COORDINATION AND COOPERATION

19. (a) In order to further their mutual goals and objectives, the Contracting Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and with other affected Project Contractors, in order to improve the operation and management of the Project. The communication, coordination, and cooperation regarding operations and management shall include, but not be limited to, any action which will or may materially affect the quantity or quality of Project Water supply, the allocation of Project Water supply, and Project financial matters including, but not limited to, budget issues. The communication, coordination, and cooperation provided for hereunder shall extend to all provisions of this

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Contract. Each party shall retain exclusive decision making authority for all actions, opinions, and determinations to be made by the respective party.

(b) Within 120 days following the effective date of this Contract, the Contractor, other affected Project Contractors, and the Contracting Officer shall arrange to meet with interested Project Contractors to develop a mutually agreeable, written Project-wide process, which may be amended as necessary separate and apart from this Contract. The goal of this process shall be to provide, to the extent practicable, the means of mutual communication and interaction regarding significant decisions concerning Project operation and management on a real-time basis.

(c) In light of the factors referred to in subdivision (b) of Article 3 of this Contract, it is the intent of the Secretary to improve water supply reliability. To carry out this intent:

(1) The Contracting Officer will, at the request of the Contractor, assist in the development of integrated resource management plans for the Contractor. Further, the Contracting Officer will, as appropriate, seek authorizations for implementation of partnerships to improve water supply, water quality, and reliability.

(2) The Secretary will, as appropriate, pursue program and project implementation and authorization in coordination with Project Contractors to improve the water supply, water quality, and reliability of the Project for all Project purposes.

(3) The Secretary will coordinate with Project Contractors and the State of California to seek improved water resource management.

(4) The Secretary will coordinate actions of agencies within the Department of the Interior that may impact the availability of water for Project purposes.

(5) The Contracting Officer shall periodically, but not less than annually, hold division level meetings to discuss Project operations, division level water management activities, and other issues as appropriate.

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(d) Without limiting the contractual obligations of the Contracting Officer under the other Articles of this Contract, nothing in this Article shall be construed to limit or constrain the Contracting Officer's ability to communicate, coordinate, and cooperate with the Contractor or other interested stakeholders or to make decisions in a timely fashion as needed to protect health, safety, or the physical integrity of structures or facilities.

CHARGES FOR DELINQUENT PAYMENTS

20. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes sixty (60) days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent ninety (90) days or more, the Contractor shall pay an additional penalty charge of six (6%) percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of one-half of one (0.5%) percent per month prescribed by Section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EQUAL OPPORTUNITY

21. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

22. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

(b) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor may be in arrears in the advance payment of water rates due the United States. The Contractor shall not furnish water made available pursuant to this Contract for lands or parties which are in arrears in the advance payment of water rates levied or established by the Contractor.

(c) With respect to subdivision (b) of this Article, the Contractor shall have no obligation to require advance payment for water rates which it levies.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

23. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article, and that the United States reserves the right to seek judicial enforcement thereof.

PRIVACY ACT COMPLIANCE

24. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining Landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.18.

(b) With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

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(c) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the Landholder's certification and reporting records.

(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.18, unless the requester elects to cite the Privacy Act as a basis for the request.

CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

25. In addition to all other payments to be made by the Contractor pursuant to this Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and detailed statement submitted by the Contracting Officer to the Contractor for such specific items of direct cost incurred by the United States for work requested by the Contractor associated with this Contract plus indirect costs in accordance with applicable Bureau of Reclamation policies and procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by the Contractor. This Article shall not apply to costs for routine contract administration.

WATER CONSERVATION

26. (a) Prior to the delivery of water provided from or conveyed through Federally constructed or Federally financed facilities pursuant to this Contract, each Member Unit which has a subcontract shall be implementing an effective water conservation and efficiency program based on the Member Unit's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. Continued Project Water delivery pursuant to this Contract shall be contingent upon the Member Unit's continued implementation of such water conservation program. In the event the Member Unit's water conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of Article 26 of this Contract have not yet been determined by the Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Member Unit, water deliveries shall be made under this Contract so long as the Member Unit diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the Member Unit immediately begins implementing its water conservation and efficiency program in accordance with the time schedules therein.

(b) Should the amount of M&I Water delivered pursuant to subdivision (a) of Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Member Unit shall implement the Best Management Practices identified by the time frames issued by the California Urban Water Conservation Council for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Member Unit.

(c) The Member Unit shall submit to the Contracting Officer a report on the status of its implementation of the water conservation plan on the reporting dates specified in the then existing conservation and efficiency criteria established under Federal law.

(d) At five-year intervals, the Contractor shall revise its water conservation plan to reflect the then-current conservation and efficiency criteria for evaluating water conservation plans established under Federal law and submit such revised water management plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets Reclamation's then-current conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

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(e) If the Contractor is engaged in direct groundwater recharge, such activity shall be described in the Contractor's water conservation plan.

EXISTING OR ACQUIRED WATER OR WATER RIGHTS

27. Except as specifically provided in Article 17 of this Contract, the provisions of this Contract shall not be applicable to or affect non-Project water or water rights now owned or hereafter acquired by the Contractor or any user of such water within the Contractor's Service Area. Any such water shall not be considered Project Water under this Contract. In addition, this Contract shall not be construed as limiting or curtailing any rights which the Contractor or any water user within the Contractor's Service Area acquires or has available under any other contract pursuant to Federal Reclamation law.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

28. (a) The O&M of a portion of the Project facilities which serve the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred to the Operating Non-Federal Entity by separate agreement between the United States and the Operating Non-Federal Entity. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contracting Officer has previously notified the Contractor in writing that the O&M of a portion of the Project facilities which serve the Contractor has been transferred to the Operating Non-Federal Entity, and therefore, the Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement between the United States and the Operating Non-Federal Entity described in subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or such successor determines, sets, or establishes for the O&M of the portion of the Project facilities operated and maintained by the Operating Non-Federal Entity or such successor. Such direct payments to the Operating Non-Federal Entity or such successor shall not

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of the Project Rates, Charges, and Tiered Pricing Component(s) except to the extent the Operating Non-Federal Entity collects payments on behalf of the United States in accordance with the separate agreement identified in subdivision (a) of this Article.

(c) For so long as the O&M of any portion of the Project facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for Water Delivered under this Contract representing the cost associated with the activity being performed by the Operating Non-Federal Entity or its successor.

(d) In the event the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity is reassumed by the United States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the Contractor a revised Exhibit "B" which shall include the portion of the Rates to be paid by the Contractor for Project Water under this Contract representing the O&M costs of the portion of such Project facilities which have been reassumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component(s) specified in the revised Exhibit "B" directly to the United States in compliance with Article 7 of this Contract.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

29. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

BOOKS, RECORDS, AND REPORTS

30. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including: the Contractor's financial transactions, water supply data, and Project land and right-of-way agreements; the water users' land-use (crop census), land ownership, land-leasing and water use

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

(b) Notwithstanding the provisions of subdivision (a) of this Article, no books, records, or other information shall be requested from the Contractor by the Contracting Officer unless such books, records, or information are reasonably related to the administration or performance of this Contract. Any such request shall allow the Contractor a reasonable period of time within which to provide the requested books, records, or information.

(c) At such time as the Contractor provides information to the Contracting Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided to the Operating Non-Federal Entity.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

31. (a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

(b) The assignment of any right or interest in this Contract by either party shall not interfere with the rights or obligations of the other party to this Contract absent the written concurrence of said other party.

(c) The Contracting Officer shall not unreasonably condition or withhold his approval of any proposed assignment.

SEVERABILITY

32. In the event that a person or entity who is neither (i) a party to a Project contract, nor (ii) a person or entity that receives Project Water from a party to a Project contract, nor (iii) an association or other form of organization whose primary function is to represent parties to Project contracts, brings an action in a court of competent jurisdiction challenging the legality or enforceability of a provision included in this Contract and said person, entity, association, or organization obtains a final court decision holding that such provision is legally invalid or

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s), the parties to this Contract shall use their best efforts to (i) within 30 days of the date of such final court decision identify by mutual agreement the provisions in this Contract which must be revised, and (ii) within three months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the parties. Pending the completion of the actions designated above, to the extent it can do so without violating any applicable provisions of law, the United States shall continue to make the quantities of Project Water specified in this Contract available to the Contractor pursuant to the provisions of this Contract which were not found to be legally invalid or unenforceable in the final court decision.

RESOLUTION OF DISPUTES

33. Should any dispute arise concerning any provisions of this Contract, or the parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting Officer referring any matter to Department of Justice, the party shall provide to the other party 30 days' written notice of the intent to take such action; Provided, That such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the 30-day notice period, the Contractor and the Contracting Officer shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that the Contractor or the United States may have.

OFFICIALS NOT TO BENEFIT

34. No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

CHANGES IN CONTRACTOR'S SERVICE AREA

35. (a) While this Contract is in effect, no change may be made in the Contractor's Service Area, by inclusion or exclusion of lands, dissolution, consolidation, merger, or otherwise, except upon the Contracting Officer's written consent.

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

(b) Within 30 days of receipt of a request for such a change, the Contracting Officer will notify the Contractor of any additional information required by the Contracting Officer for processing said request, and both parties will meet to establish a mutually agreeable schedule for timely completion of the process. Such process will analyze whether the proposed change is likely to: (i) result in the use of Project Water contrary to the terms of this Contract; (ii) impair the ability of the Contractor to pay for Project Water furnished under this Contract or to pay for any Federally-constructed facilities for which the Contractor is responsible; and (iii) have an impact on any Project Water rights applications, permits, or licenses. In addition, the Contracting Officer shall comply with the NEPA and the ESA. The Contractor will be responsible for all costs incurred by the Contracting Officer in this process, and such costs will be paid in accordance with Article 25 of this Contract.

FEDERAL LAWS

36. By entering into this Contract, the Contractor does not waive its rights to contest the validity or application in connection with the performance of the terms and conditions of this Contract of any Federal law or regulation; Provided, That the Contractor agrees to comply with the terms and conditions of this Contract unless and until relief from application of such Federal law or regulation to the implementing provision of the Contract is granted by a court of competent jurisdiction.

NOTICES

37. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office, 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Supervisors of the County of Colusa, 546 Jay Street, Colusa, California 95932. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

CONFIRMATION OF CONTRACT

38. The Contractor, after the execution of this Contract, shall promptly seek to secure a decree of a court of competent jurisdiction of the State of California, confirming the execution

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

of this Contract. The Contractor shall furnish the United States a certified copy of the final decree, the validation proceedings, and all pertinent supporting records of the court approving and confirming this Contract, and decreeing and adjudging it to be lawful, valid, and binding on the Contractor.

CONTRACTS WITH MEMBER UNITS–RESALE OF WATER

39. The Contractor may enter into subcontracts with Member Units for the resale and distribution of water furnished pursuant to this Contract within the Contractor's Service Area. Each such Member Unit subcontract shall be subject to the obligations and limitations imposed, and to the rights granted, by this Contract and shall so provide. The terms and conditions of each Member Unit's subcontract shall be approved by the Contracting Officer prior to the execution of such Member Unit subcontract, which approval shall be limited to a determination that the subcontract is consistent with the provisions of this Contract. Nothing herein or therein contained shall be deemed in any way to release the Contractor from its primary liability to the United States hereunder with respect to each and all of the obligations undertaken by the Contractor in this Contract.

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

By: _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

(SEAL)

COUNTY OF COLUSA

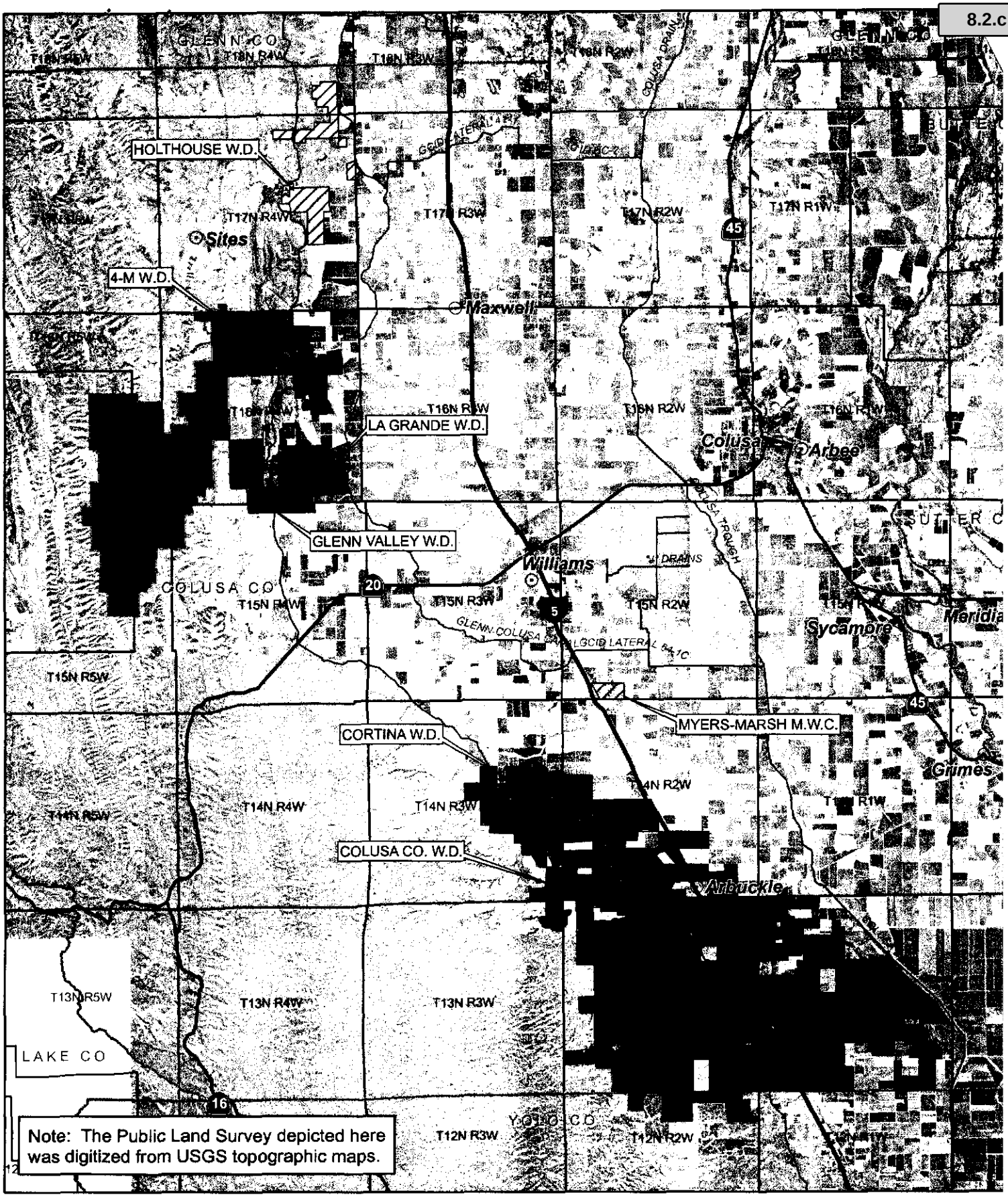
By: _____
Chairperson of the Board of Supervisors

Attest:

By: _____
Secretary of the Board of Supervisors

(H:\public\Willows Final LTRC's\2005-01-31 County of Colusa Final LTRC Draft Contract.doc)

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

County of Colusa

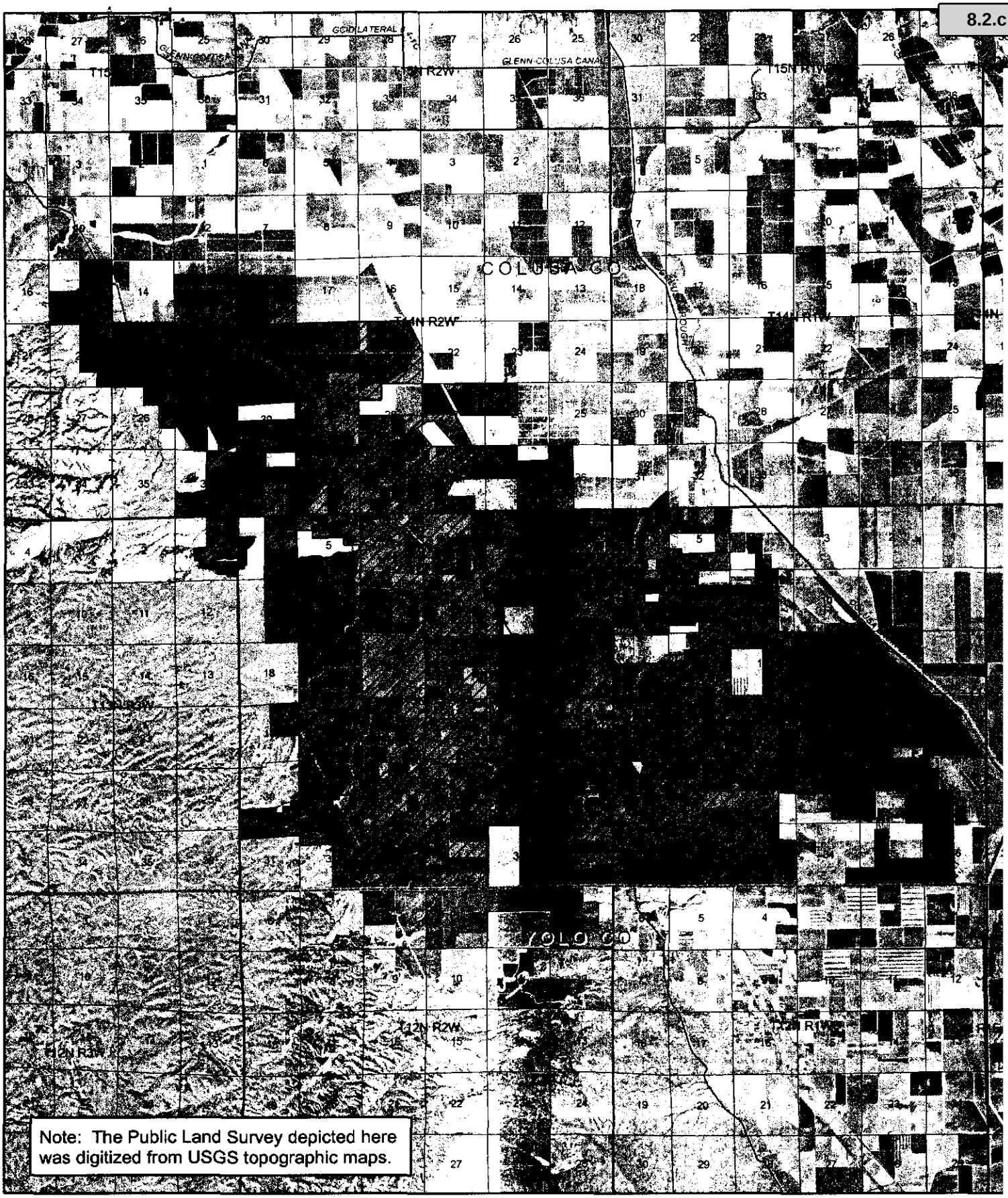
Contractor's Service Area

Contract No. 14-06-200-8310A-LTR1
Exhibit A

Date: November 16, 2004
File Name: N:\districts\contracts\cnty_of_colusa\cnty_of_colusa.mxd

0 2.5 5 Miles

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

Colusa County Water District

Contractor's Service Area

District Boundary

Contract No. 1-07-20-W0220-R-1

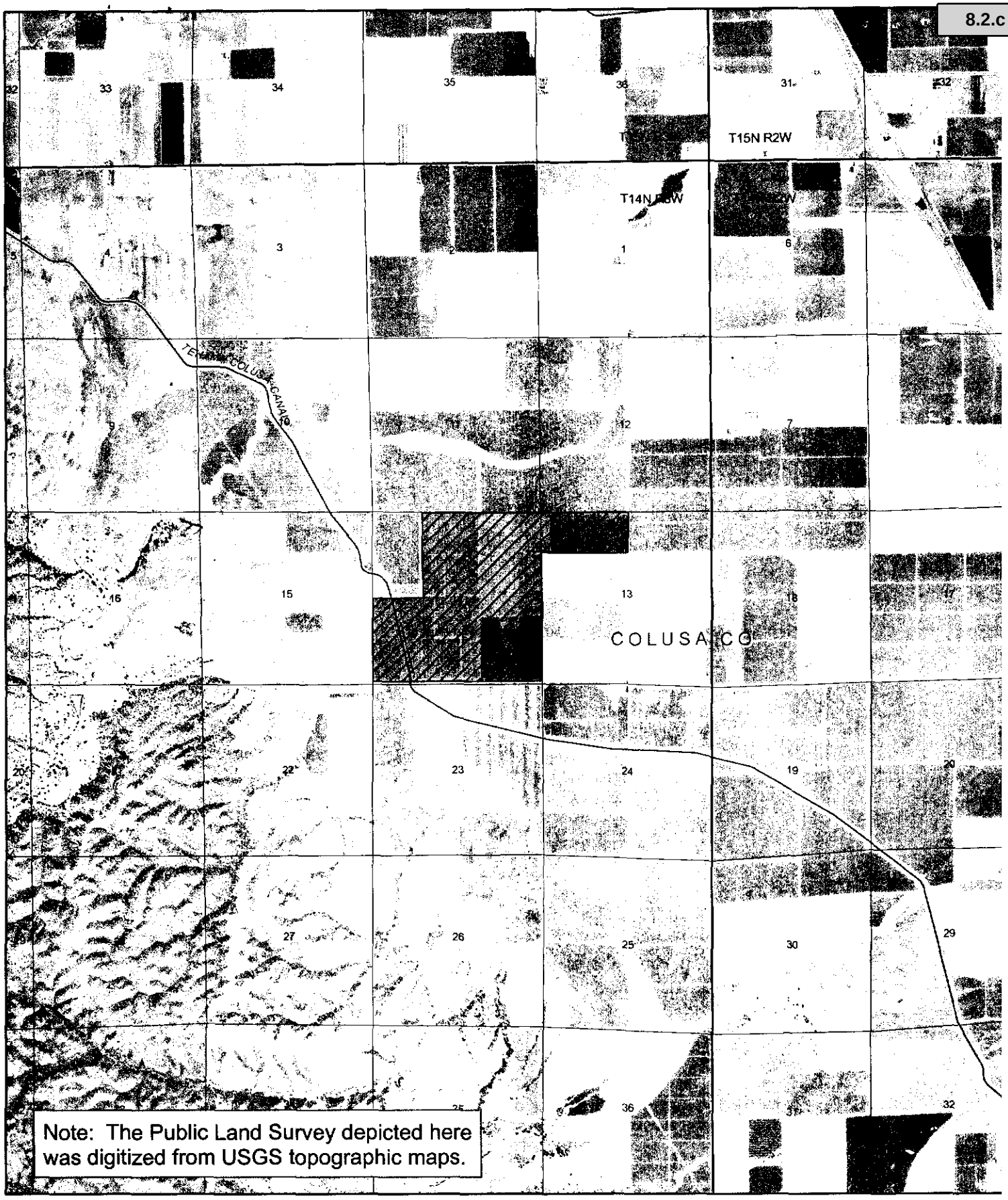
Exhibit A

Date: November 16, 2004

File Name: N:\districts\contracts\colusa\colusa_subcontr.mxd

0 2.5 5 Miles

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



Cortina Water District

Contractor's Service Area

District Boundary

Contract No. 0-07-20-W0206-R-1

Exhibit A

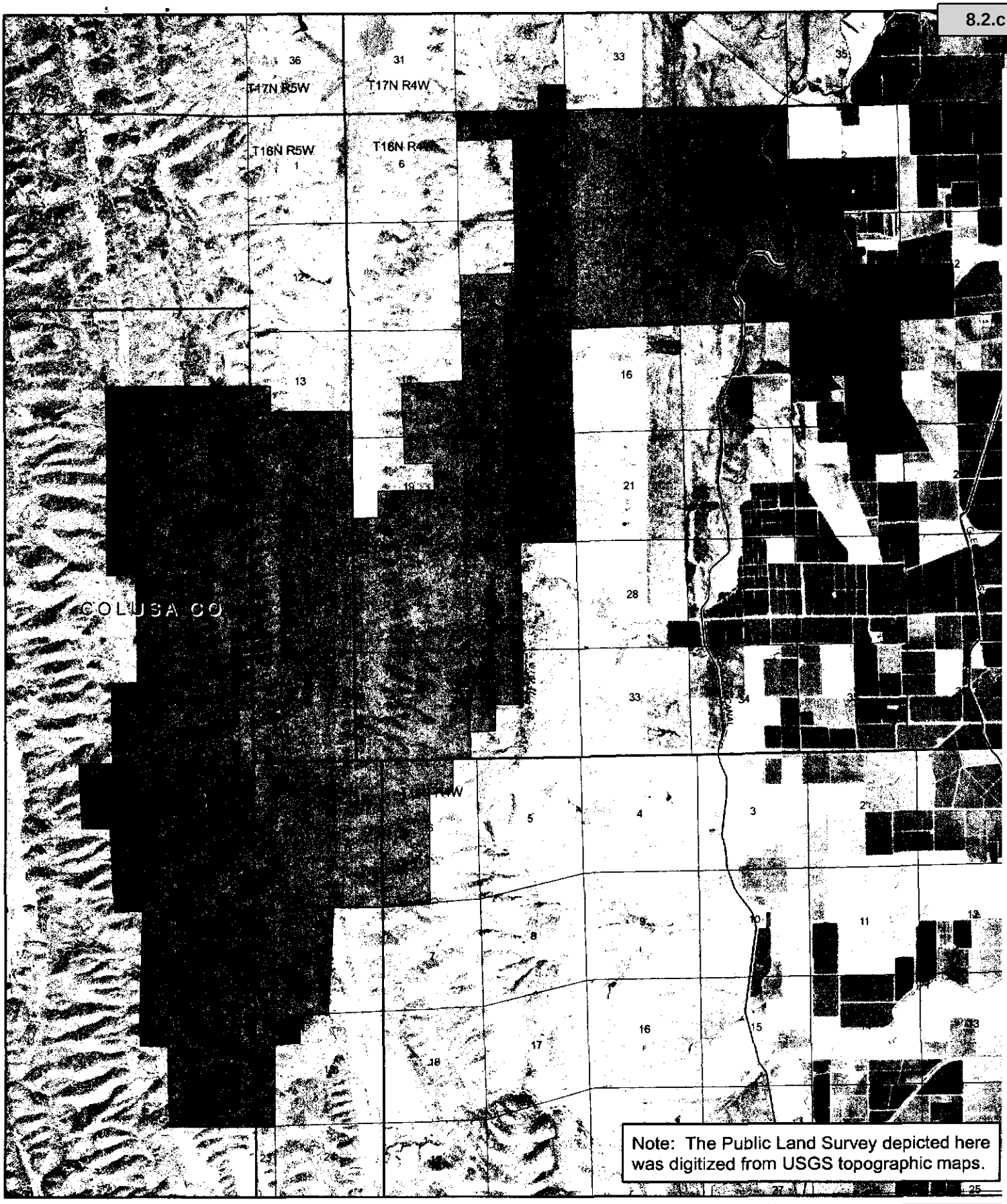
Miles

0 0.5 1 2

Date: November 17, 2004

File Name: N:\districts\contracts\cortina_wd\cortina_subcontr.mxd

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



4-M Water District

Contractor's Service Area

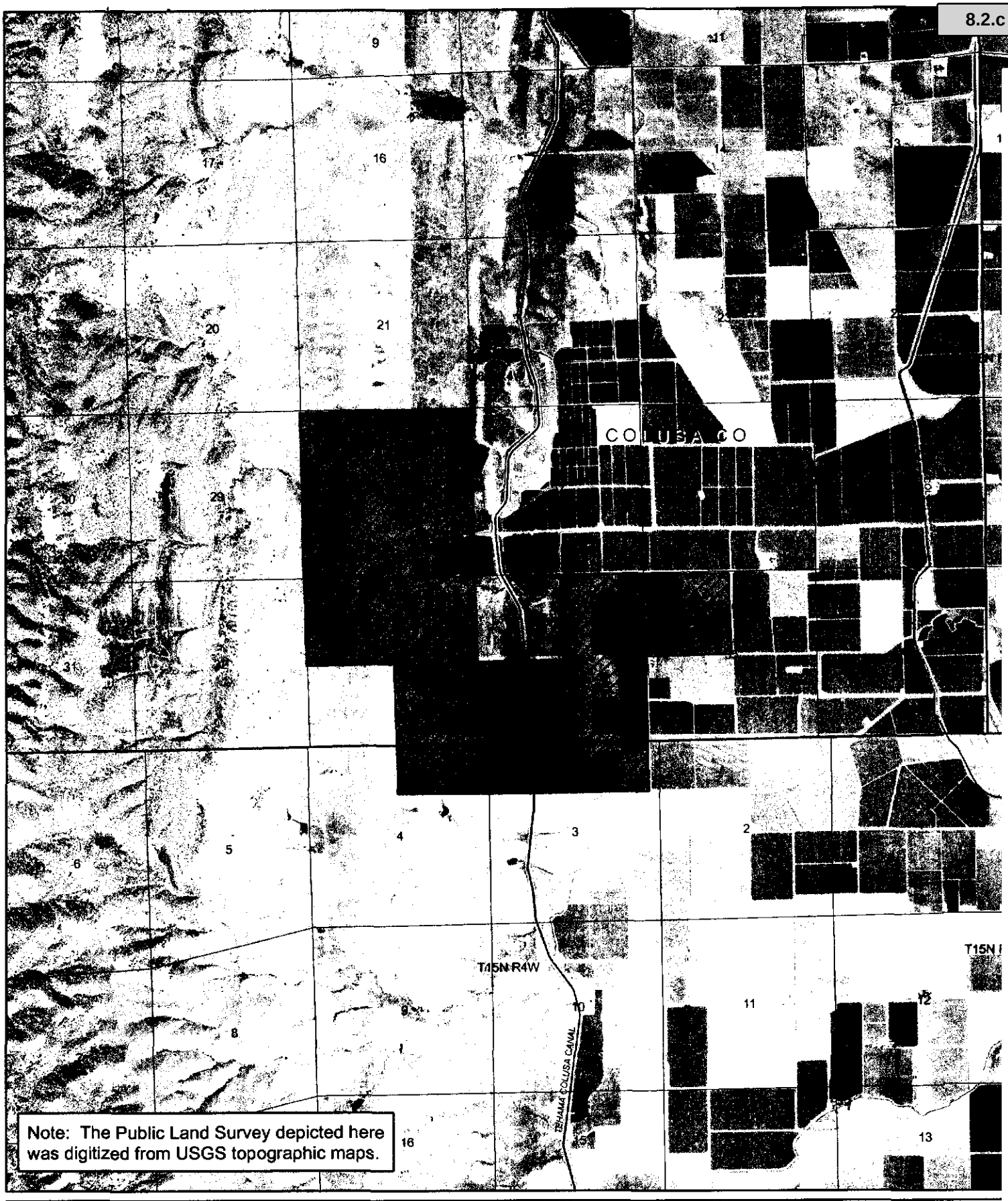
District Boundary

Contract No. 0-07-20-W0183-R-1
Exhibit A

Miles
0 0.5 1 2 3

Date: November 17, 2004
File Name: N:\districts\contracts\four_m\4M_subcontr.mxd

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

Glenn Valley Water District

Contractor's Service Area

District Boundary

Contract No. 1-07-20-W0219-R-1
Exhibit A

Miles
0 0.5 1 2

Date: November 17, 2004
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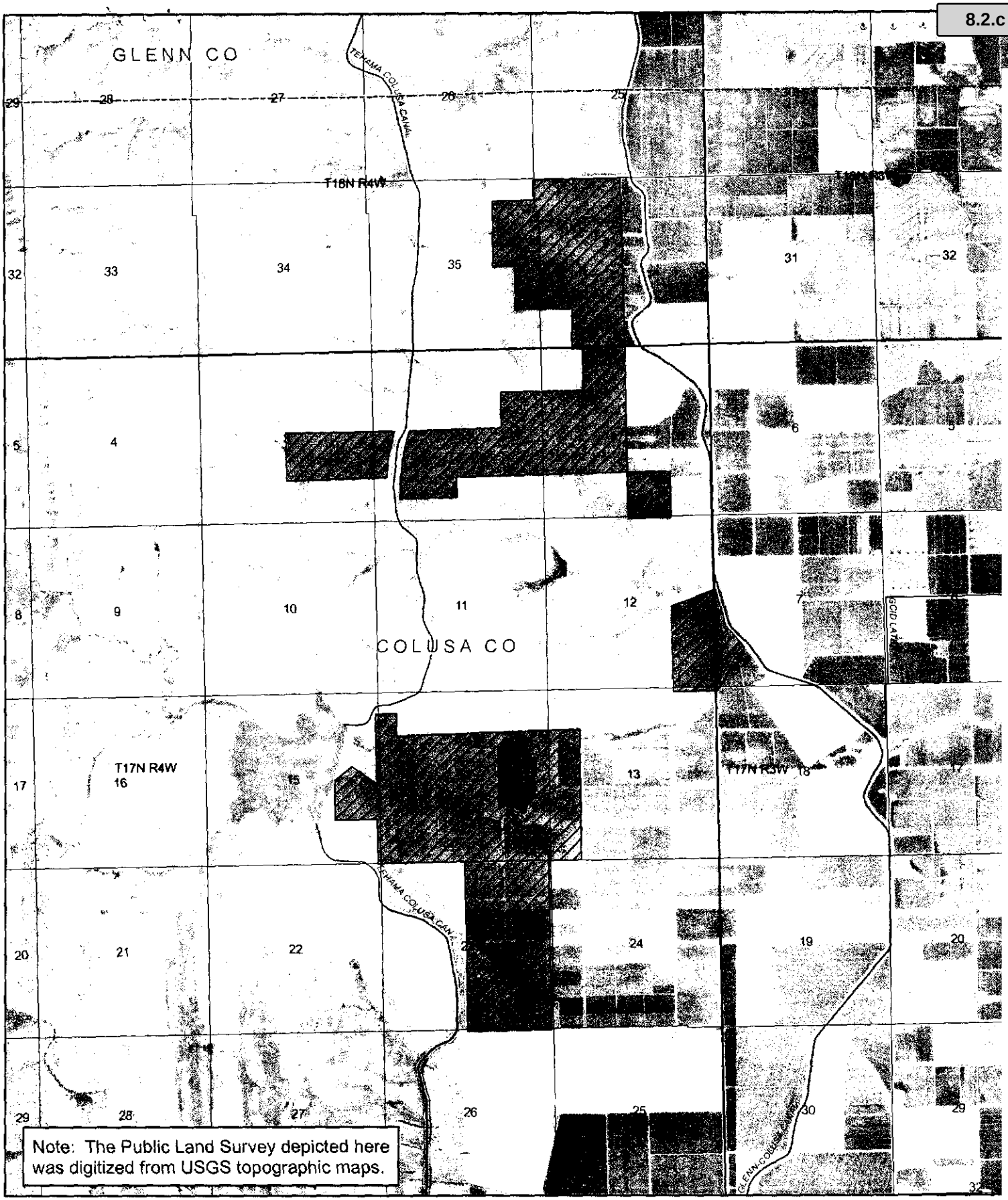
Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



Holthouse Water District

Contractor's Service Area

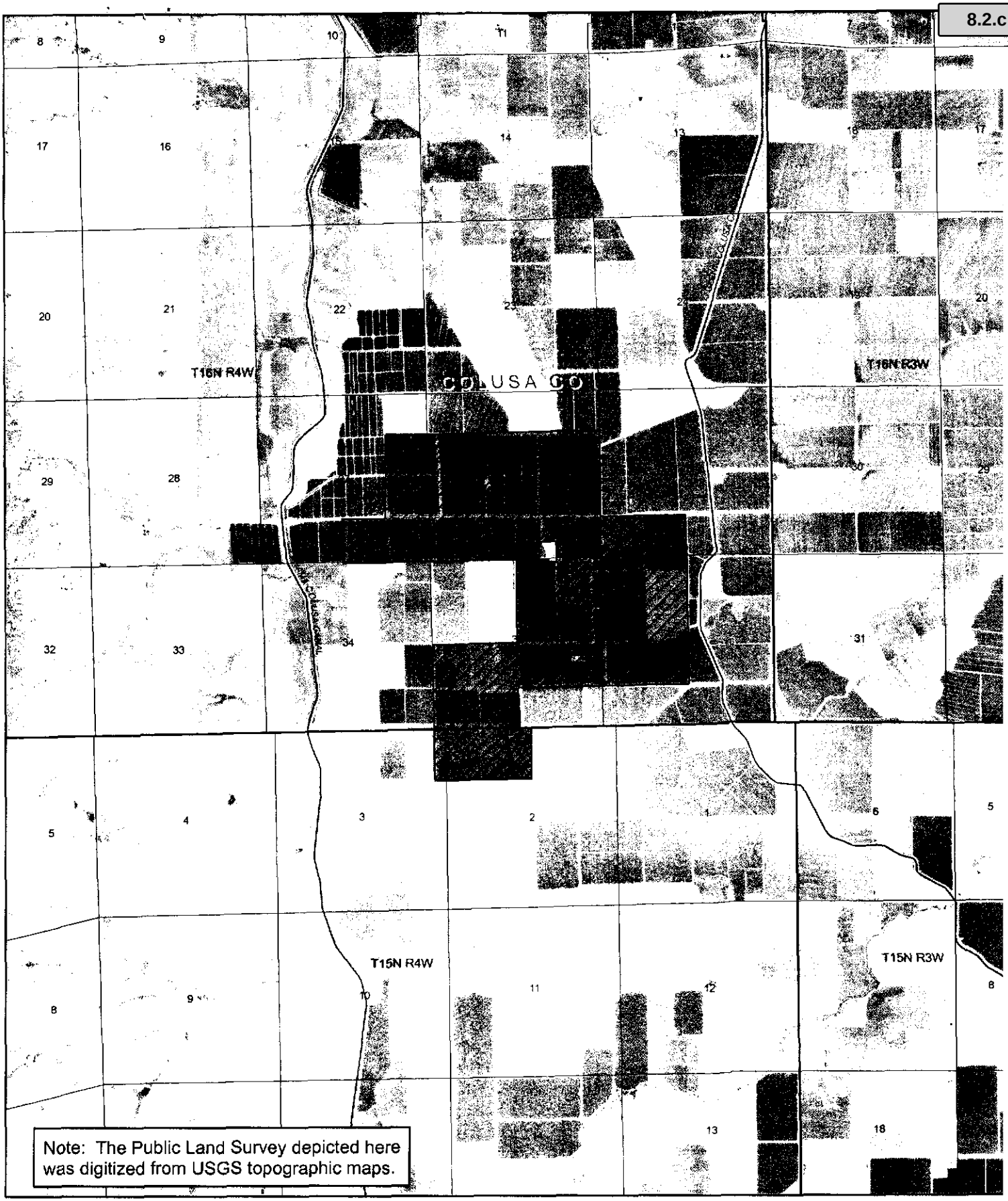
District Boundary

Contract No. 1-07-20-W0224-R-1
Exhibit A

0 0.5 1 2 Miles

Date: November 17, 2004
File Name: N:\districts\contracts\holthouse_wd\holthouse_subcontr.mxd

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



La Grande Water District

Contractor's Service Area

District Boundary

Contract No. 0-07-20-W0190-R-1
Exhibit A

0 0.5 1 2 Miles

Date: November 17, 2004
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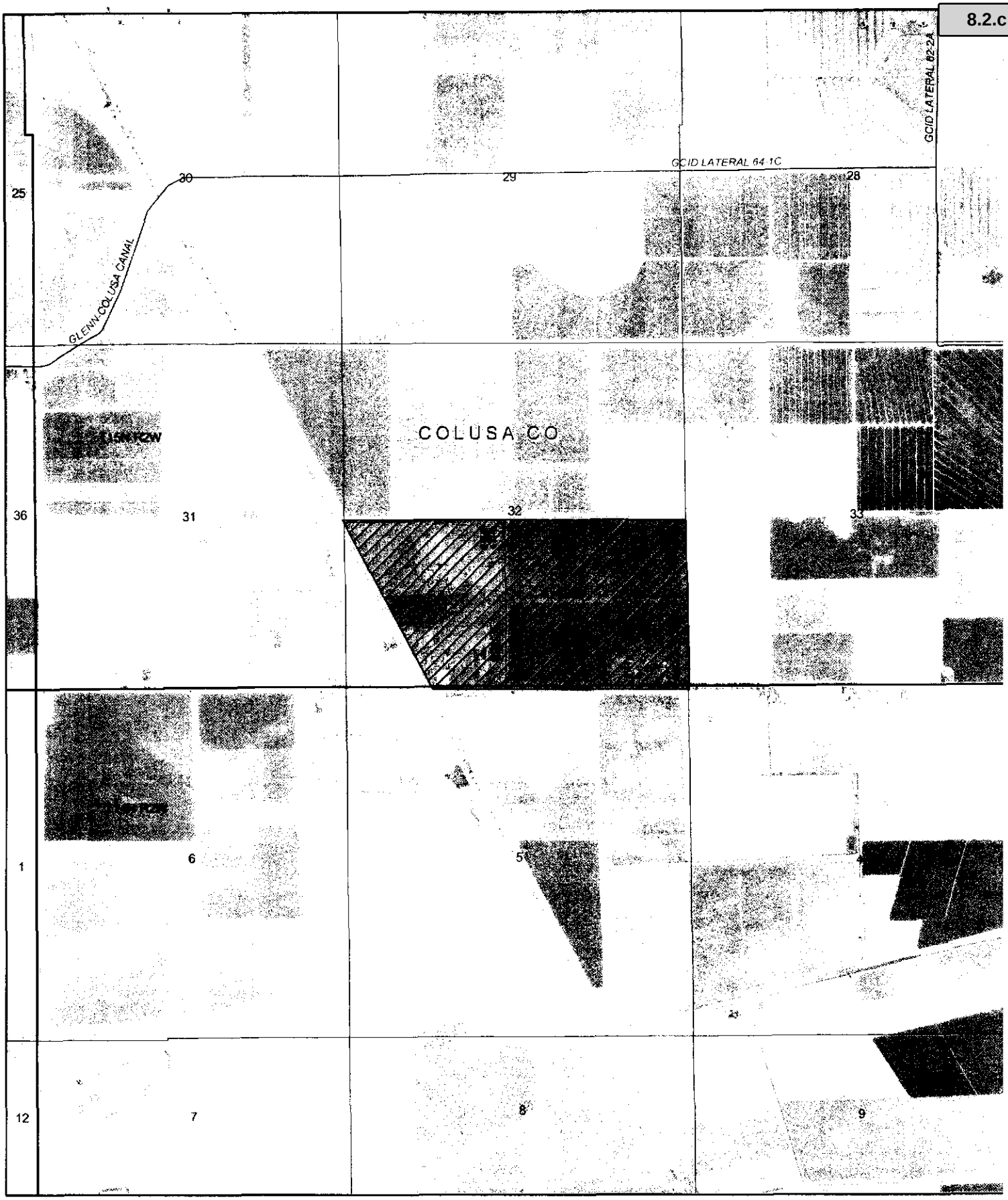
Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)



Myers-Marsh M.W.C.

Contractor's Service Area

District Boundary

Contract No. 1-07-20-W0225-R-1

Exhibit A

Date: November 17, 2004
File Name: N:\districts\contracts\myers_marsh\myers_marsh_subcontr.mxd

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-1

COUNTY OF COLUSA
(Colusa County Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$13.30	$ 7.65	$ 0.00
O&M Rates:			
Water Marketing	6.61	3.89	6.61
Storage	5.93	6.67	5.93
Direct Pumping	4.07	4.07	4.07
Deficit Rates:			
Interest Bearing	0.66	0.28	0.66
CFO/PRF Adj. Rate 3/	1.84	0.47	1.84
TOTAL	$32.41	$23.03	$19.11
IRRIGATION FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$80.11		$80.11
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$106.10		$106.10
M&I FULL COST RATE:		$	
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$	$	$
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$	$	$
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 2/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	$15.87	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

Recent Historic Use, as defined in the CVP M&I Water Shortage Policy, is _____ acre-feet.

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-2

COUNTY OF COLUSA
(Cortina Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$10.33	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	1.85		1.85
CFO/PRF Adj. Rate 3/	$ 2.24	2/	$ 2.24
TOTAL	$26.96	2/	$16.63
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$44.82		$44.82
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$56.76		$56.76
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$8.93	2/	$14.10
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$17.86	2/	$28.19
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-3

COUNTY OF COLUSA
(4-M Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 6.46	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	0.20		0.20
CFO/PRF Adj. Rate 3/	$ 1.46	2/	$ 1.46
TOTAL	$20.66	2/	$14.20
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$34.68		$34.68
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$41.86		$41.86
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 7.01	2/	$10.24
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$14.02	2/	$20.48
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-4

COUNTY OF COLUSA
(Glenn Valley Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 6.52	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Direct Pumping	1.01		1.01
Deficit Rates:			
Interest Bearing	2.23		2.23
CFO/PRF Adj. Rate 3/	$ 1.24	2/	$ 1.24
TOTAL	$23.54	2/	$17.02
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$35.86		$35.86
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$43.04		$43.04
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 6.16	2/	$ 9.42
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$12.32	2/	$18.84
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. *Contractor does not currently receive M&I water and is not projected to take any in the near future.*

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-5

COUNTY OF COLUSA
(Holthouse Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 7.05	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	0.57		0.57
CFO/PRF Adj. Rate 3/	$ 1.34	2/	$ 1.34
TOTAL	$21.50	2/	$14.45
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient *or to a Limited Recipient receiving irrigation water on or* before October 1, 1981.	$34.62		$34.62
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$41.80		$41.80
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 6.56	2/	$10.09
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$13.12	2/	$20.17
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/ Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-6

COUNTY OF COLUSA
(La Grande Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 7.17	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	1.42		1.42
CFO/PRF Adj. Rate 3/	$ 1.35	2/	$ 1.35
TOTAL	$22.48	2/	$15.31
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$34.74		$34.74
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$41.93		$41.93
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 6.13	2/	$ 9.72
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$12.26	2/	$19.43
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-7

COUNTY OF COLUSA
(Myers-Marsh Mutual Water Company)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 7.77	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	6.02		6.02
CFO/PRF Adj. Rate 3/	$ 1.86	2/	$ 1.86
TOTAL	$28.19	2/	$20.42
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$37.83		$37.83
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$44.98		$44.98
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 4.82	2/	$ 8.71
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$ 9.64	2/	$17.41
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

BOARD OF SUPERVISORS

COUNTY OF COLUSA

RESOLUTION NO. 2004– 33

RESOLUTION APPROVING LONG-TERM RENEWAL CONTRACT AND RELATED SUB-CONTRACTS FOR WATER SERVICE BETWEEN THE UNITED STATES AND THE COUNTY OF COLUSA AND APPROVING NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

AS A BASIS AND PREMISE for this Resolution, the Board of Supervisors of the COUNTY OF COLUSA finds and states as follows:

1. On November 18, 1975 the County of Colusa ("County") and the United States of America entered into a contract providing for water service, designated Contract No. 14-06-200-8310A ("Original Contract").

2. Water service under the Original Contract began in 1981, and has continued uninterrupted since then. Water service is provided to seven subcontractors ("Member Units"), specifically:

4-M Water District
Colusa County Water District
Cortina Water District
Glenn Valley Water District
Holthouse Water District
LaGrande Water District
Myers-Marsh Mutual Water Company

3. The Original Contract expired on February 28, 1995.

4. In advance of the expiration of the Original Contract, the County and the United States negotiated an Interim Renewal Contract ("IRC"), in accordance with the Central Valley Project Improvement Act, pending completion of a Programmatic Environmental Impact

I certify this copy to be a true and correct copy of the original record on file in this office.
Attest: Kathleen Moran
County Clerk and Recorder
ex-officio Clerk of the Board of Supervisors, in and for the County of Colusa, State of California
By

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

Statement ("PEIS"). The interim renewal applied to all the subcontracts, as well.

5. Upon completion of the PEIS, the United States announced its intent to negotiate a long-term renewal of the Original Contract.

6. The County and the United States engaged in a series of negotiations commencing in 1999 and completed in 2004. A copy of the proposed Long-Term Renewal Contract, designated Contract No. 14-06-200-8310-A-LTR1 is attached hereto and incorporated herein by this reference as Exhibit "A"("Renewal Contract").

7. The Renewal Contract reflects the results of the negotiations and contains the terms and conditions that the County and the United States have tentatively agreed upon. The parties intend that the Renewal Contract will be ready for execution no later than March 1, 2005, and will be effective as of that date.

8. Prior to execution of the Renewal Contract, the United States must publish the proposed contract for a 60-day public review, complete analysis of renewal of the contract under the National Environmental Policy Act and complete consultations with other federal agencies under the federal Endangered Species Act.

9. As set forth in the Renewal Contract, the County and the United States entered into subcontracts for the resale and distribution of all of the Project Water with the Member Units. Each of the respective Member Unit's subcontracts was renewed at the same time as, and in accordance with, the first and all subsequent Interim Renewal Contracts. Each of the Member Units has fully complied with the terms and conditions of its respective subcontract.

10. The Board has been presented with and reviewed a sample form of subcontract, attached as Exhibit "B" that is consistent with both the form and substance of the

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

original subcontracts, and with the Renewal Contract.

11. Prior to execution of the Renewal Contract, and the subcontracts thereunder, the Board must analyze the action under the California Environmental Quality Act ("CEQA"). The Board has previously analyzed its interim renewals of the Original Contract under CEQA, and has found them to be exempt. The Board believes that its execution of the Renewal Contract and the subcontracts is similarly exempt, for the reasons set forth in the Notice of Exemption attached hereto and incorporated herein by this reference as Exhibit "C".

12. It is in the best interests of the County and its Member Units that the County renew its water service contract with the United States, and execute, at the appropriate time, the Renewal Contract and the subcontracts.

NOW, THEREFORE, be it RESOLVED, ADJUDGED and ORDAINED that:

1. The Board of Supervisors of the County of Colusa approves the *Long-Term Renewal Contract Between the United States and the County of Colusa Providing for Project Water Service from the Sacramento River Division*, Contract No.14-06-200-8310-A-LTR1. The Board also approves the form of the subcontract attached hereto as Exhibit "B".

2. Once the 60-day public review period and the United States' environmental review and ESA consultations are completed, if the United States presents the Board with a Renewal Contract that is in substantially the same form as that attached hereto as Exhibit "A", then the Chairman of the Board of Supervisors or his or her designee, is authorized to execute that Renewal Contract, and the subcontracts thereunder, without further action by this Board.

3. The Clerk of the Board shall prepare and file a Notice of Exemption under CEQA in the form attached hereto as Exhibit "C" with the Colusa County Clerk as soon as possible.

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

In accordance with this finding of exemption, no fee is due under California Fish and Game Code section 711.4.

4. The Clerk of the Board of Supervisors shall forthwith prepare and transmit a certified copy of this Resolution to Reclamation.

5. The Chairman of the Board of Supervisors, county staff, and consultants are authorized and directed to do all things necessary and appropriate to carry out this Resolution and to ensure continued and uninterrupted water service to the County and its Member Units under the County's water service contract.

PASSED AND ADOPTED at a regular meeting on May 25, 2004 by the following vote:

AYES: Supervisors Womble, Waite, White, and Scofield.

NOES: None.

ABSENT: Supervisor Scofield.

Mark D. Marshall, Chairman
Board of Supervisors

ATTEST: Kathleen Moran, County Clerk and
Recorder and ex officio Clerk to the Board

By _____, Deputy

APPROVED AS TO FORM:

Georgia A. Stearns, Interim County Counsel

Attachment: 14-06-200-8310A-LTR1 Bureau Contract (6304 : Resolution amending Project Water Contract)

United States Department of the Interior
BUREAU OF RECLAMATION
Northern California Area Office
16349 Shasta Dam Boulevard
Shasta Lake, CA 96019-8400

IN REPLY REFER TO:

December 22, 2020

NC-443
2.2.4.22

Board of Supervisors
Colusa County Water District
547 Market Street #102
Colusa, CA 95932

Subject: Conversion Contract from a Water Service Contract to a Repayment Contract as Authorized Under the Water Infrastructure Improvements for the Nation (WIIN) Act Between the United States and County of Colusa, Contract Number 14-06-200-8310A-P

Dear Board of Supervisors:

The Bureau of Reclamation is enclosing three originals of the subject document for signature by the County.

Please return the three original agreements, a board resolution authorizing the individual to sign the contract on behalf of the County to: Bureau of Reclamation, Attn: Ryan Everest, P.O. Box 988, Willows, CA 95988. Reclamation will return a signed original contract upon execution by the Regional Director.

If you have any questions, please contact Mr. Ryan Everest at 530-892-6220 or reverest@usbr.gov.

Sincerely,

ELIZABETH HADLEY

Digitally signed by ELIZABETH HADLEY
Date: 2020.12.22 09:56:21 -08'00'

Donald Bader
Area Manager
Northern California Area Office

Enclosures – 3

Attachment: 12-22-20 Bureau Transmittal Letter (6304 : Resolution amending Project Water Contract)

COUNTY OF COLUSA, CA

9.1

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Road Commissioner Legislative Proposal**

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

Detailed Description/Background of request

California Streets and Highways Code section 2006 et seq. provides that county boards of supervisors shall appoint a single road commissioner for all road districts in the county and any person appointed road commissioner must be a registered civil engineer.

As you are aware, we have been recruiting for an Assistant Public Works Director/Road Commissioner for quite some time with no success. We believe this to be a result of the requirement that the Assistant be a registered civil engineer and the odd condition that the Assistant serves at the pleasure of the Public Works Director, yet the Road Commissioner is appointed by and serves at the pleasure of the Board of Supervisors as required under the current law.

In 2018 Merced County sought and had legislation approved abolishing the office of the road commissioner in their county. The legislation (SHC section 2006.2) transfers all commissioner duties to the director of public works and further states that civil engineering duties may be performed by someone acting under the authority of the director of public works, rather than requiring the director to hold a civil engineering degree.

For clarity, the duties of a road commissioner are to submit to the Board of Supervisors a tentative road budget covering all proposed expenditures for county road purposes and to manage personnel, equipment and expenditures related to county road work. These are duties currently performed by our Public Works Director, so it is not anticipated that abolishing the road commissioner would place any additional workload on the Director.

Attached is the proposed language for the legislation. I am seeking your direction to submit this proposal for inclusion in the 2021 Local Government Omnibus Bill. The

COVID-19 pandemic will continue to impact legislative business in Sacramento, including a smaller volume of measures advancing given limitations on committee hearings and a continued desire to focus on the most critical priorities occasioned by the virus. We will reach out to Assemblymember Aguiar-Curry (who serves as Chair of the Local Government Committee) and Assemblymember Gallagher requesting that they support inclusion of the provision in the omnibus. The Public Works Director is supportive of the County seeking this legislative relief.

Prior Board Action

None.

Fiscal Impact/Funding Source

None for this action. Failure to comply with SHC 2006 could impact funding for road purposes.

Action for the Clerk

None.

ATTACHMENTS:

- Colusa County Road Commissioner Langauge (Draft 09 25 2020) (DOCX)
- SHC2006 (PDF)

Add new SHC §2006.3 Specific to Colusa County

Notwithstanding any other provision of law, the Board of Supervisors of Colusa County may abolish the office of road commissioner if the board transfers all duties of the road commissioner to the county director of the department of public works. The director of that department shall not be required to have any special permit, registration, or license. Any civil engineering functions that are required to be performed by the road commissioner shall be performed by a registered civil engineer acting under the authority of the director of that department.

Attachment: Colusa County Road Commissioner Langauge (Draft 09 25 2020) (6264 : Road Commissioner Legislative Proposal)

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STREETS AND HIGHWAYS CODE - SHC

DIVISION 3. APPORTIONMENT AND EXPENDITURE OF HIGHWAY FUNDS [2004.5 - 2704.78] *(Heading of Division 3 amended by Stats. 1953, Ch. 192.)*

CHAPTER 1. The County Road System [2004.5 - 2010] *(Heading of Chapter 1 amended by Stats. 1963, Ch. 1852.)*

2004.5. Streets in any city which has not held an election of municipal officers within a period of 10 years preceding the date of the proposed inclusion shall be included in the road system of the county in which such city is located.

(Amended by Stats. 1963, Ch. 1852.)

2006. (a) The board of supervisors of each county shall appoint a single road commissioner for all road districts in the county. Every person who is appointed road commissioner after December 31, 1965, shall be a registered civil engineer. However, the City and County of San Francisco may appoint a person road commissioner who is not a registered civil engineer. Any person appointed road commissioner on or before December 31, 1965, need not be a registered civil engineer if he or she is approved by the board of supervisors as qualified and competent to handle the road and highway work of the county. Any person who is a road commissioner in any county on December 31, 1965, need not be a registered civil engineer to be appointed road commissioner of another county after December 31, 1965. After October 1, 1952, no person shall be appointed road commissioner until the board of supervisors holds a public hearing on the qualifications of the candidate or candidates for the position of road commissioner. At least 14 days but not more than 30 days prior to the hearing, notice of the hearing shall be posted at the county courthouse and published at least once in a newspaper of general circulation in the county. Nothing in this section precludes one person from serving two or more counties. An elective county official shall not be appointed road commissioner after October 1, 1952, unless the official is holding the position of road commissioner on that date. The road commissioner is, at all times, under the direction and supervision of the board of supervisors but may be dismissed, after a hearing, only upon a majority vote of the board. This subdivision does not apply in chartered counties whose charter requires the county surveyor to perform the duties of, or exercise the powers conferred by law on, the road commissioner.

(b) Each county shall furnish evidence to the Controller that it has complied with this section.

(c) Neither the Controller nor any other state officer shall make any allocations or payments to any county from the Highway Users Tax Account in the Transportation Tax Fund until the county has complied with the requirements of this section; except that, if a vacancy occurs in the office of road commissioner of a county, the allocations or payments to the county shall not be suspended pursuant to this section unless the county has not appointed a new road commissioner in accordance with this section within 180 days from the date the vacancy first occurred.

(d) The 180-day time limit is contingent on the condition that there be a qualified acting road commissioner functioning during the interim period under direct appointment by the board of supervisors.

(Amended by Stats. 1987, Ch. 56, Sec. 165.)

2006.1. Notwithstanding Section 2006 or Section 2006.5, the board of supervisors of any county may abolish the office of road commissioner if the board transfers all duties of the road commissioner to the county director of transportation. The director of transportation shall not be required to have any special permit, registration, or license. Any civil engineering functions which are required to be performed by the road commissioner shall be performed by a registered civil engineer acting under the authority of the director of transportation.

(Added by Stats. 1979, Ch. 83.)

2006.2. Notwithstanding any other provision of law, the Board of Supervisors of Merced County may abolish the office of road commissioner if the board transfers all duties of the road commissioner to the county director of the

Attachment: SHC2006 (6264 : Road Commissioner Legislative Proposal)

department of public works. The director of that department shall not be required to have any special permit, registration, or license. Any civil engineering functions that are required to be performed by the road commissioner shall be performed by a registered civil engineer acting under the authority of the director of that department.

(Added by Stats. 2018, Ch. 135, Sec. 1. (SB 907) Effective January 1, 2019.)

2006.5. Notwithstanding any other provision of law, the Board of Supervisors of Orange County may abolish the office of road commissioner if the board of supervisors transfers all duties of the road commissioner to an environmental management agency. The director of such environmental management agency shall not be required to have any special permit, registration, or license. Any civil engineering functions which are required to be performed by the road commissioner shall be performed by a registered civil engineer acting under the authority of the director of such agency.

The Legislature hereby finds and declares that this section, applicable only to Orange County, is necessary because of the unique and special problems of county road management in Orange County due to the extent of municipal incorporation found in the county.

(Added by Stats. 1975, Ch. 426.)

2007. The road commissioner shall each year prepare a tentative road budget covering all proposed expenditures for the ensuing fiscal year for county road purposes. The road commissioner shall submit the budget to the board of supervisors in accordance with Chapter 1 (commencing with Section 29000) of Division 3 of Title 3 of the Government Code and in the form and manner prescribed by the Controller and at the same time as other county departments submit their recommended budgets.

The board of supervisors shall hold public hearings on the proposed road budget at the same time as the general county budget is considered and after like notice. In adopting the budget, the board may make such changes and revisions as it considers will subserve the public interest.

After adoption of the budget by the board of supervisors, the road commissioner shall not obligate or expend funds appropriated for county road purposes other than as set forth in the budget as adopted. However, the board of supervisors may, by appropriate action at any regular or special meeting, authorize the cancellation or transfer, in whole or in part, of any appropriation or appropriations set forth in the budget and reappropriate funds thus canceled for road purposes not set forth in the budget or to expenditure classifications insufficiently provided for where this action will best serve the interests of the people. Funds transferred pursuant to this section, or as authorized by the board of supervisors, shall immediately be made available for expenditure by the road commissioner for road purposes.

(Amended by Stats. 1985, Ch. 106, Sec. 152.)

2008. The board of supervisors shall fix the salary of the road commissioner. It shall be chargeable against the one thousand six hundred sixty-seven dollars ($1,667) monthly apportionment to the county under subdivision (a) of Section 2104. Such road commissioner shall be required to file an official bond in an amount determined by the board of supervisors, unless he is covered by a master bond pursuant to Section 1481 of the Government Code.

(Amended by Stats. 1973, Ch. 112.)

2009. The board of supervisors shall act as the policymaking body with respect to county highway matters and shall by appropriate action establish the general policies to be followed by the road commissioner in the administration of his department. The road commissioner shall administer his department and carry out the general policies of the board in conformity with the estimates of expenditures fixed in the budget as finally adopted by the board or as thereafter revised by appropriate action of the board. The commissioner shall employ such assistants and employees as may be necessary, in conformity with the budget and county policies and procedure with respect to personnel and subject to the approval of the board of the salary or other compensation to be paid. The commissioner shall have sole supervision and jurisdiction over personnel and over the assignments of personnel engaged in work on county roads. The commissioner may purchase, lease, or hire such equipment as may be necessary for county road purposes, in conformity with the budget and policies of the county with respect to purchases and rentals and subject to approval of the board as to the price or rental. The commissioner shall have sole jurisdiction over the assignment of equipment used for county road work.

(Amended by Stats. 1951, Ch. 1671.)

2010. In order that the provisions of this chapter may be effectively carried out, the members of the board of supervisors of their respective counties shall make reasonable inspection from time to time of the roads within their

Attachment: SHC2006 (6264 : Road Commissioner Legislative Proposal)

counties maintained from funds supplied by this chapter. The additional mileage entailed by this section, not to exceed six hundred dollars ($600) in any one year, shall be a proper charge against and shall be paid from the one thousand six hundred sixty-seven dollars ($1,667) monthly apportionment to the county under subdivision (a) of Section 2104.

Such mileage shall be deemed to be in addition to any other mileage allowed by law or county charter, and each supervisor who uses a privately owned automobile in the discharge of duties imposed upon him in connection with the county road system shall receive for the performance of such duties in addition to the compensation and any other allowances paid him as supervisor, but not in duplication of any other mileage allowed by law or county charter, twenty-five dollars ($25) per month for the first 250 miles traveled, without filing a report of the specific inspection tours requiring such mileage. For mileage traveled in excess of 250 miles, each supervisor shall be paid ten cents ($0.10) for each mile traveled up to 250 miles or twenty-five dollars ($25) for a total not to exceed 500 miles or fifty dollars ($50). The supervisor claiming such additional mileage shall file a report of the inspection tour or tours requiring such travel.

(Amended by Stats. 1968, Ch. 92.)

Attachment: SHC2006 (6264 : Road Commissioner Legislative Proposal)

COUNTY OF COLUSA, CA **10.1**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the December 15, 2020 Board of Supervisors Meeting Minutes**

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

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

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

ATTACHMENTS:

- 12-15-20 Minutes (PDF)

Board of Supervisors
J. Merced Corona, District I
John D. Loudon, District II
Kent S. Boes, District III
Gary J. Evans, District IV, Vice Chair
Denise J. Carter, District V, Chair

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

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

Minutes
December 15, 2020

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 15th day of December 2020 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, John D. Loudon, Gary J. Evans, and Denise J. Carter. Present Via Teleconference: Supervisor J. Merced Corona.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
David Prentice, Human Resources Department.
Mike Azevedo, Public Works Department
Angela Gross, Kaline Moore, CAO's Office.
Daurice Kalfsbeek-Smith, Supervisor Elect.
Greg Plucker, Community Development Department.
Arnie Gross, Assessor's Office.
John Carrion, Woody Yerxa, Nancy Loudon, Dick Lau, Colusa citizens.
Susan Meeker, Pioneer Review.

Present via Teleconference: Matt Beauchamp, District Attorney's Office.
Steve Gimblin, Yuba City citizen.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT
None.

REPORT FROM NOVEMBER 24, 2020 CLOSED SESSION
1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
California Government Code Section 54956.9(d)(4). Potential initiation of litigation: one matter. Counsel states there is no reportable action.

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly.

II. STAFF REPORTS

Mr. Azevedo states that the Maxwell Transfer Station will no longer accept treated wood as of January 1, 2021, as it is now considered hazardous waste.

Mr. Prentice announces the following individuals received Kudo cards for the month of December as follows:

Employee	Department
Chantelle Estes	Behavioral Health
Devin Kelly	District Attorney's Office
Hailey Amundson	DHHS
Verena Garvin	DHHS
Christina Wilson	DHHS
Adriana Orozco	DHHS
Kerri King	Sheriff's Office
David Alvarado	Sheriff's Office
Irma Cull	Sheriff's Office
Cameron Kelso	Sheriff's Office
Robbi Lawson	Sheriff's Office
David Breton	Sheriff's Office
Pauline Francis	Sheriff's Office
Juan Gil	Probation
Ivan Maldonado	Probation
Gabrielle Ortiz	Probation
Naborina Medina	Probation
Samantha Orozco	Probation

The card selected for a $25.00 gift certificate to a Colusa County vendor was Devin Kelly.

Ms. Tyler states that since there has been an increase in COVID-19 cases, County staff may be reassigned as needed to assist with contact tracing efforts at Public Health. She further states that President Trump declared December 24, 2020 as a Federal Holiday, so the floating holiday will be changed to December 31, 2020.

CONSENT AGENDA

Approve Consent Agenda Items No.'s 1 through 26.

1. BOARD OF SUPERVISORS

Approve the November 24, 2020 Board of Supervisors meeting minutes.

2. TREASURER

Accept November 2020 Treasury Monthly Investment Report as presented.

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

3. TREASURER
Reaffirm County Policy No. 214 - Statement of Investment Policy and accept the 2021 Goals as presented.

4. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Approve Contract No. **C20-216** with **Mesa Energy Systems dba EMCOR Services Mesa Energy** for HVAC Maintenance and Services.

5. SHERIFF/OES
Approve spending plan and authorize Sheriff Garofalo to expend funds previously received from FY2019 Subrecipient Public Safety Power Shutoff (PSPS) Resiliency Allocation.

6. BEHAVIORAL HEALTH/SUBSTANCE ABUSE
Approve Contract No. **C20-217**, first amendment to Performance Agreement (No. 18-95238) with the **Department of Health Care Services,** effective July 1, 2018.

7. PURCHASING AND PROCUREMENT/SOLID WASTE
Approve Contract No. **C20-218**, Fourth Modification to Contract C13-024 with **Haling & Associates** for surface/storm water monitoring and soil & landfill gas monitoring.

8. PURCHASING AND PROCUREMENT/AUDITOR
Approve Contract No. **C20-219** with **Demsey, Filliger & Associates, LLC.** for Other Post-Employment Benefits (OPEB) actuarial services.

9. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Award Contract No. **C20-220** to **Jefferson State Highways, Inc.** for the Airport Septic Leach Field Replacement project.

10. BEHAVIORAL HEALTH
Approve Contract No. **C20-221**, third amendment to MOU with **California Health & Wellness Plan** for provision of health care services to MHP Medi-Cal beneficiaries.

11. SHERIFF
Ratify Contract No. **C20-222**, Project Agreement G19-03-05-L01/Contract No. C32-32-115, with the **California Department of Parks and Recreation** for on-going OHV Grant-Law Enforcement, effective October 4, 2020.

12. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Ratify Contract No. **C20-223**, Second Modification to Contract C20-155 with **Oleg Kovrizhnykh dba OK Construction** for Change Order #2.

13. PURCHASING AND PROCUREMENT/TITLE III
Approve Contract No. **C20-224**, First Modification to Contract C19-014 with **Colusa County Resource Conservation District** for Community Wildfire Protection Plan, effective June 19, 2020.

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

14. PURCHASING AND PROCUREMENT/PUBLIC WORKS

Approve Contract No. **C20-225**, First Modification to Contract C20-056 with **WGR Southwest, Inc.** for Phase II MS4 Permit Compliance Support services, effective July 1, 2020.

15. PURCHASING AND PROCUREMENT/WELFARE ADMINISTRATION

Approve purchase of Dell PowerEdge R6525 Server (fixed asset) for the Department of Health and Human Services from SHI International Corp**.** utilizing the CMAS Contract #3-19-70-2905D and authorize the Purchasing Agent to sign the purchase order.

16. PURCHASING AND PROCUREMENT/WELFARE ADMINISTRATION

Approve Contract No. **C20-226,** Second Modification to Contract C19-127 (Agreement #EW-2019-05) with **The Regents of the University of California, Davis**, to extend the term of the contract for training Eligibility Workers, effective July 1, 2020.

17. PURCHASING AND PROCUREMENT/TRANSITIONAL HOUSING

Adopt plans, specifications and working details to replace floor covering at Colusa Independence Housing located at 713 D Street, Colusa, CA.

18. PURCHASING AND PROCUREMENT/TRANSITIONAL HOUSING

Adopt plans, specifications and working details for interior painting at Colusa Independence Housing located at 713 D Street, Colusa, CA.

19. APPOINTMENT/PRINCETON FIRE PROTECTION DISTRICT

Reappoint Chris Torres to the Princeton Fire Protection District, effective December 1, 2020 through November 30, 2024. **(Application received: Chris Torres)**

20. APPOINTMENT/CORTINA CREEK FLOOD CONTROL & FLOOD WATER CONSERVATION DISTRICT

Reappoint Peter Peterson to the Cortina Creek Flood Control & Flood Water Conservation District, effective December 15, 2020 to December 14, 2024. **(Application received: Peter D. Peterson)**

21. APPOINTMENTS/RESOURCE CONSERVATION DISTRICT

Appoint Elizabeth Nall, Ted Kingsley, Nas Chaudhary and Walt Seaver as members to the Resource Conservation District, effective November 28, 2020 to fill 4 vacancies. **(Applications Received: Elizabeth Nall, Ted Kingsley, Nas Chaudhary, and Walt Seaver)**

22. APPOINTMENT/SACRAMENTO RIVER FIRE PROTECTION DISTRICT

Appoint Johnny Kimbrell to the Sacramento River Fire Protection District to fill an unexpired term, effective December 15, 2020 through November 26, 2021. **(Application received: Johnny Kimbrell)**

23. COUNTY COUNSEL

Approve Contract No. **C20-227** with **Shaw Law Group** for an employment related investigation and authorize County Counsel to agree to the agreement and proposal effective November 6, 2020.

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

24. PURCHASING AND PROCUREMENT/CAO

Ratify purchase orders for fixed assets (505111242020, 501111252020, 110811242020, 207611242020, 207611242020 and 102111242020) and software (PC20-110) authorized by the Purchasing Agent enabling Colusa County employees to telework due to Covid-19 Pandemic.

25. PURCHASING AND PROCUREMENT/AIRPORT ENTERPRISE

Approve Contract No. **C20-228**, Task Order No. 3 for On-Call Engineering and Consulting Services under Master Airport Consulting Services Agreement with **Reinard W. Brandley.**

26. CLERK RECORDER/ELECTIONS

Acknowledge receipt of the Certified Election Results for the Presidential General Election held November 3, 2020.

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

IV. HUMAN RESOURCES/PERSONNEL

1. Modify **Resolution No. 20-008**, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19, to allow a Department Head to waive an employee's vacation accrual cap if the employee is assisting with efforts to prevent the spread of COVID-19 and is unable to take time off.

Comments received by Mr. Prentice.

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

HUMAN RESOURCES/ASSESSOR

2. Amend the position allocation schedule for the Assessor's Office as follows:

Add: 1 flexibly staffed allocation of Appraiser I/II/III, PFT, PF Range 23/27/31, $3,401 - $4,358/ $3,755 - $4,812/ $4,147 - $5,314 per month, effective January 1, 2021 (for a total of 3 flexibly staffed Appraiser I/II/III allocations)

Delete: Allocation of Appraisal Aide, PFT, MSC Range 18, $2,973 - 3,813 per month; upon filling the Appraiser I/II/III position

Comments received by Mr. Prentice.

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

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

HUMAN RESOURCES/TRANSIT

3. Approve the revised job description for the Operations Supervisor classification.

Comments received by Mr. Prentice.

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

HUMAN RESOURCES/DISTRICT ATTORNEY

4. Discussion regarding salary range change for the classification of District Attorney Investigator.

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

9:43 a.m. (9:30 a.m. item on the agenda) PUBLIC HEARING

Chair Carter makes time for a Public Hearing and adoption of a Resolution approving the Arbuckle-College City Fire Protection District's 2020 Fire Development Impact Fee Study and Fee Proposal.

Comments received by Mr. Plucker, Mr. Gross, and Chief Cox.

9:59 a.m. Chair Carter Opens the Public Hearing and calls for Public Comment. Hearing none, Chair Carter closes the Public Hearing.

COMMUNITY DEVELOPMENT DEPARTMENT

1. Adopt **Resolution No. 20-051** approving the Arbuckle-College City Fire Protection District's 2020 Fire Development Impact Fee Study and Fee Proposal.

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

Chair Carter declares a recess at 10:00 a.m. and reconvenes at 10:06 a.m. with all Supervisors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Elizabeth Kelly, Health and Human Services Department.
David Prentice, Human Resources Department.
Mike Azevedo, Public Works Department
Angela Gross, Kaline Moore, CAO's Office.
Daurice Kalfsbeek-Smith, Supervisor Elect.
Greg Plucker, Community Development Department.

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

Arnie Gross, Assessor's Office.
John Carrion, Woody Yerxa, Nancy Loudon, Dick Lau, Colusa citizens.
Susan Meeker, Pioneer Review.

Present via Teleconference: Matt Beauchamp, District Attorney's Office.
Steve Gimblin, Yuba City citizen.
Jerry Brown, Former Governor of California.

Chair Carter makes time to hear additional Staff Reports.

Mr. Azevedo states that the Transit agency will be closed until January 1, 2021.

V. AUDITOR

1. Approve Special Claims as follows:

Claim #	Fund/Department	Vendor	Amount
639655	AIRPORT	SACRAMENTO RIVER AVIATION	$430.00

Comments received by Ms. Tyler.

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

VI. PURCHASING AND PROCUREMENT/PUBLIC HEALTH

1. Make a finding that competitive bidding would not be in the public interest and authorize the Purchasing Agent to process the order of one unbudgeted Ultra Low Temperature Freezer to store COVID-19 vaccine from K2scientific.

Comments received by Ms. Gross.

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

PURCHASING AND PROCUREMENT/CENTRAL SERVICES

2. Adopt **Resolution No. 20-052** declaring twenty-five vehicles from ten Departments as surplus county property and authorize the Purchasing Agent to dispose of them.

Comments received by Ms. Gross and Ms. Tyler.

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

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

PURCHASING AND PROCUREMENT/CAO

3. Approve the purchase of 55 unbudgeted Dell Precision 3551 Laptops with Dell Thunderbolt Docks and 55 Microsoft Office Professional Plus licenses due to Covid-19 Pandemic to enable County employees to Telework and authorize the Purchasing Agent to sign the purchase order.

Comments received by Ms. Gross and Ms. Tyler.

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

VII. COUNTY COUNSEL

1. Introduction by title only, of a proposed Ordinance amending Article XII of Chapter 2 of the County Code regarding Claims against the County.

Comments received by Mr. Kropf.

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

COUNTY COUNSEL/AIRPORT

2. Approve ground lease with **R.S. Gimblin** at County Airport for Hanger 24 location effective December 1, 2020 subject to payment of rental value of $42.61 for ~~October~~ November 2020.

Comments received by Mr. Kropf, Mr. Gimblin, Mr. Yerxa, and Ms. Tyler.

Chair Carter directs staff to schedule a meeting with all parties involved to address concerns with the agreement.

RESULT:	**TABLED**

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 19/20 Revenue and Appropriations Inter-Budget Adjustment No.'s 074-087. **(4/5th vote required)**

Comments received by Ms. Moore.

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

2. Approve FY 20/21 Intra Budget Adjustment No.'s: B-21003 - B-21007.

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

Comments received by Ms. Moore.

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

3. Approve FY 20/21 Revenue and Appropriations Inter-Budget Adjustment No.'s 002-007. **(4/5th vote required)**

Comments received by Ms. Moore.

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

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states that the last budget adjustments were made for FY19/20 and they are beginning to prepare for Mid-year budget review.

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Loudon
COVID Briefings
Regional Housing Authority meeting
Chamber of Commerce Board meeting
Treasury Oversight meeting
Behavioral Health Board meeting
VFW meeting

Supervisor Boes
COVID Briefings
Regional Housing Authority meeting
DA Office Tour
Karen's House meeting
Courthouse Tree Lighting

Supervisor Carter
Sierra Sac Valley EMC meeting
RCRC Special Executive Committee meetings
Sac Valley Basin Wide Air Pollution Control Council meeting
COVID Briefings
RCRC Board of Directors meeting
RCRC ESJPA meeting
CSAC Rural County COVID meetings
Colusa Groundwater Authority Public Outreach meetings
Mid & Upper Sac River Regional Flood Management Plan Coordinating Committee meeting
Courthouse Tree Lighting

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

Chair Carter makes time to present a Proclamation to Supervisor Loudon commemorating his service as District II Supervisor.

Adopt a Proclamation of the Colusa County Board of Supervisors Honoring John D. Loudon upon his retirement As District II Supervisor of Colusa County.

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

Chair Carter adjourned the meeting at 11:19 a.m. to reconvene in Regular Session on January 5, 2021 at the hour of 9:00 a.m.

_____
Denise J. Carter, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 12-15-20 Minutes (6290 : Approve the December 15, 2020 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA

10.2

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Approve the December 21, 2020 Board of Supervisors Meeting Minutes**

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

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

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

ATTACHMENTS:

- 12-21-20 Special Meeting MInutes (PDF)

Board of Supervisors
J. Merced Corona, District I
John D. Loudon, District II
Kent S. Boes, District III
Gary J. Evans, District IV, Vice Chair
Denise J. Carter, District V, Chair

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

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

Special Meeting Minutes
December 21, 2020

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 21st day of December 2020 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, John D. Loudon, and Gary J. Evans. Present via Teleconference: Supervisor Denise J. Carter. Absent: Supervisor J. Merced Corona.

Present: Marcos Kropf, County Counsel.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
David Prentice, Human Resources Department.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Tyler states that due to an increase in COVID-19 cases at the Ag Commissioner's Office, the Department will be closed for the next 10 to 14 days.

ANNOUNCEMENT OF CLOSED SESSION

Mr. Kropf announces Closed Session as follows:

1. PUBLIC EMPLOYMENT
California Government Code 54957(b) (1). Interviews for potential appointment of: Agricultural Commissioner/Sealer of Weights and Measurer's/ Director of Air Quality Standards/Director of Migrant Housing Program.

Chair Carter declares a recess at 9:04 a.m. to convene in Closed Session with all Supervisors Present except J. Merced Corona.

Present: Marcos Kropf, County Counsel.
Wendy G. Tyler, CAO, Clerk of the Board.
David Prentice, Human Resources Department.

Attachment: 12-21-20 Special Meeting MInutes (6302 : Approve the December 21, 2020 Board of Supervisors Special Meeting Minutes)

I. CLOSED SESSION/BOARD OF SUPERVISORS

1. PUBLIC EMPLOYMENT
   California Government Code 54957(b) (1). Interviews for potential appointment of: Agricultural Commissioner/Sealer of Weights and Measurer's/ Director of Air Quality Standards/Director of Migrant Housing Program.

Chair Carter adjourned Closed Session at 11:55 a.m. to reconvene in Regular Session on January 5, 2021 at the hour of 9:00 a.m.

_____
Denise J. Carter, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 12-21-20 Special Meeting MInutes (6302 : Approve the December 21, 2020 Board of Supervisors Special Meeting Minutes)

COUNTY OF COLUSA, CA

10.3

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Designation of 2021 RCRC Delegate and Alternate**

Designate the 2021 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.

Detailed Description/Background of request
The Rural County Representatives of California (RCRC) is a 35 member organization that advocates policies on behalf of California's rural counties. Colusa County is an RCRC member.

RCRC requires annual confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. Because the first RCRC Board Meeting of 2021 will be held on January 13, 2021, we are asked to make these appointments prior to the close of the 2020 calendar year.

Prior Board Action
On November 5, 2019 Supervisor Carter was appointed as the Delegate and Supervisor Evans was appointed as the Alternate for calendar year 2020.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Provide confirmation of appointment to RCRC via email to mchui@rcrcnet.org, and/or mail to: Rural County Representatives of California, 1215 K Street, Suite 1650, Sacramento, CA 95814. Attn: Maggie Chui.

ATTACHMENTS:

- RCRC 2021 MEMO FORM (PDF)

To: RCRC Board of Directors
RCRC Board Alternates
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Greg Norton, President & CEO

Date: November 5, 2020

Re: Designation of the 2021 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

As we're approaching the end of another year, this is a reminder that annually the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2021 and Installation of Officers will be held virtually on January 13th.

To ensure we have the necessary Delegate and Alternate confirmations, once determined, please utilize the attached designation form to provide your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form

Attachment: RCRC 2021 MEMO FORM (6197 : Designation of 2021 RCRC Delegates and Alternate)

Designation of 2021 Delegate and Alternate Supervisors for the

Rural County Representatives of California (RCRC) Board of Directors

Date: _____

County: _____

Delegate: **Supervisor** _____

Alternate: **Supervisor** _____

Authorization:

_____

Attachment: RCRC 2021 MEMO FORM (6197 : Designation of 2021 RCRC Delegates and Alternate)

COUNTY OF COLUSA, CA **10.4**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Designation of the 2021 Golden State Finance Authority (GSFA)**

Designate the 2021 Golden State Finance Authority Delegate and Alternate to the GSFA Board of Directors.

Detailed Description/Background of request
The Golden State Finance Authority (GSFA) is a Joint Powers Authority which provides various housing related financing programs. Colusa County is a member of GSFA. GSFA requires annual confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. GSFA is an affiliate of RCRC and it has been past practice to appoint the same delegates to both Boards for efficiency purposes.

Because the first GSFA Board Meeting of 2021 will be held on January 13, 2021, we are being asked to make these appointments prior to the end of calendar year 2020.

Prior Board Action
On November 5, 2019 Supervisor Carter was appointed as the Delegate and Supervisor Evans was appointed as the Alternate for calendar year 2020.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Send confirmation of appointment to GSFA via email to mchui@rcrcnet.org, and/or mail to: Golden State Finance Authority, 1215 K Street, Suite 1650, Sacramento, CA 95814, Attn: Maggie Chui.

ATTACHMENTS:

- GSFA 2021 MEMO FORM (PDF)

Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfahome.org

To: GSFA Board of Directors
GSFA Board Alternates
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Greg Norton, Executive Director

Date: November 5, 2020

Re: Designation of the 2021 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2021 will be held on January 13th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form

Attachment: GSFA 2021 MEMO FORM (6198 : Designation of the 2021 Golden State Finance Authority (GSFA))

Designation of 2021 Delegate and Alternate Supervisors for

Golden State Finance Authority (GSFA) Board of Directors

Date: _____

County: _____

Delegate: **Supervisor** _____

Alternate: **Supervisor** _____

Authorization:

_____

Attachment: GSFA 2021 MEMO FORM (6198 : Designation of the 2021 Golden State Finance Authority (GSFA))

COUNTY OF COLUSA, CA **10.5**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Appoint Environmental Services Joint Powers Authority (ESJPA) 2021 Delegate and Alternate**

Appoint Rural Counties Environmental Services Joint Powers Authority (ESJPA) 2020 Delegate and Alternate.

Detailed Description/Background of request

Per the ESJPA bylaws the Board of Supervisors must designate an elected County Supervisor as its Delegate and may designate a Supervisor or, more typically, a county staff person as a first or even second Alternate (typically a staff member who is in charge of county solid waste/recycling programs). It has been requested the appointments be made before the end of 2020.

The first ESJPA Board meeting of 2021 will be held on Thursday, March 11, 2021 in Sacramento. Only officially designated ESJPA delegates and alternates are allowed to vote. Additionally, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Prior Board Action

On November 19, 2020 Supervisor Carter was appointed as the Delegate and Mike Azevedo as the Alternate for the 2020 calendar year.

Fiscal Impact/Funding Source

Action for the Clerk

Send notice of appointment to Maggie Chui, Rural County Representatives of California, 1215 K Street, Suite 1650, Sacramento, CA 95814 or via email to mchui@rcrcnet.ort.

ATTACHMENTS:

- ESJPA 2021 MEMO FORM (PDF)

Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

CHAIR – MICHAEL KOBSEFF, SISKIYOU COUNTY
VICE CHAIR – DENISE CARTER, COLUSA COUNTY
EXECUTIVE DIRECTOR – GREG NORTON

TECHNICAL ADVISORY GROUP (TAG)
TAG CHAIR – TEDD WARD, DEL NORTE COUNTY
TAG VICE CHAIR – GREG STANTON, EL DORADO COUNTY
PROGRAM MANAGER – STACI HEATON

To: ESJPA Board of Directors
ESJPA Alternates
ESJPA CAO's
ESJPA Clerks of the Board

From: Greg Norton, President & CEO

Date: November 5, 2020

Re: Designation of the 2021 ESJPA Delegates and Alternates - **ACTION REQUIRED**

The first ESJPA Board of Directors meeting of 2021 will be held on Thursday, March 11th. Please complete the attached designation form specifying the official Delegate and Alternate for your county.

Upon the official determination by the county, please provide confirmation of your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Additionally, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at gnorton@rcrcnet.org or Staci Heaton, ESJPA Program Manager, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form

Attachment: ESJPA 2021 MEMO FORM (6199 : Appoint ESJPA 2021 Delegate and Alternate)

Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

Designation of 2021 Delegate and Alternates for the

Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

Board of Directors

Date: _____

County: _____

Delegate: **Supervisor** _____

1st Alternate: _____

2nd Alternate: _____

An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.

Authorization:

_____

Attachment: ESJPA 2021 MEMO FORM (6199 : Appoint ESJPA 2021 Delegate and Alternate)

COUNTY OF COLUSA, CA **10.6**

Request For County Board of Supervisors Action

MEETING DATE:	**January 5, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Melissa Kitts**
SUBJECT:	**Appoint Government Representative to the Independent Solid Waste Hearing Panel**

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

Detailed Description/Background of request

Under California Public Resources Code 43205, Colusa County has been designated a solid waste local enforcement agency (LEA). As an LEA, the County through its environmental health unit is empowered to enforce provisions of the California Public Resources Code regarding solid waste facilities.

Under California Public Resources Code 44309, Colusa County as an LEA is required to have a hearing panel or hearing officer in place to rule on alleged solid waste violations. The County previously established an independent hearing panel consisting of three members (a government representative chosen from the Board of Supervisors, a technical expert, and a member-at-large) in accordance with Public Resources Code 44308(a).

One member from the Board of Supervisors needs to be appointed as the Government Representative to the Independent Hearing Panel. Failure to maintain the appointments to the Hearing Panel may cause the County to lose its LEA designation to the State.

Prior Board Action

The Board appointed Gary Evans as Government Representative on January 24, 2017.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Provide Certified Board Order to Greg Plucker.

COUNTY OF COLUSA, CA **10.7**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Election of Chair for FY 2021**

Nominations and election of the 2021 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 Carter was elected Chair and Supervisor Evans 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 **10.8**

Request For County Board of Supervisors Action

MEETING DATE: **January 5, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Election of Vice-chair for FY 2021**

Nominations and election of the 2021 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 Carter was elected Chair and Supervisor Evans 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.