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

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

COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

January 2, 2024

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of December 19, 2023 Closed Session
- Announcement of Closed Session

I. BOARD OF SUPERVISORS
1. Nominations and election of the 2024 Board of Supervisors Chair.

2. Nominations and election of the 2024 Board of Supervisors Vice-Chair.

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 8.

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

2. PURCHASING AND PROCUREMENT/BOARD OF SUPERVISORS
   Approve 1st Modification with **Capitol Public Finance Group, LLC** to provide capital financial planning and debt issuance services, effective January 1, 2024.

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

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

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

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

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

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

END OF CONSENT AGENDA

IV. HUMAN RESOURCES

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

2. Approve Side Letter Agreement to the 2023-2025 **CCMC General Unit and CCMC Safety Unit MOUs** which establishes the following MOU provisions: Accelerated Salary Steps, Class Specifications - New and Revised, and Telework Eligibility.

3. Adopt a Resolution approving the Salary and Benefits Compensation Package for Appointed Department Heads, effective October 1, 2023.

4. Adopt a Resolution approving the Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2023.

V. AG COMMISSIONER/AIR POLLUTION CONTROL

1. **Sitting As The Colusa County Air Pollution Control District**
Adopt a resolution authorizing the Air Pollution Control District Officer to accept grant funds, approve administerial grant modifications for Grant Funds awarded under the California Air Resources Board's AB617 Community Air Protection Grant program and execute the **California Air Resources Board Grant Agreement**, effective November 30, 2023; further authorize the Clerk to assign a county contract number.

2. **Sitting As The Colusa County Air Pollution Control District**
Authorize the Board Clerk to assign a Contract Number to Amendment 2 of Grant Agreement G21-PBRM-05-2, with the California Air Resources Board extending the Grant Agreement from June 30, 2025 to June 30, 2026 and increasing the total grant amount from $20,000.00 to $30,000.00.

VI. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims.

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

VII. BOARD OF SUPERVISORS

1. Designation of 2024 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.

2. Designation of 2024 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors.

3. Designation of 2024 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors.

4. Designation of 2024 Delegate and Alternate for the Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

VIII. SUPERVISORS' REPORTS OR COMMENTS

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

X. CLOSED SESSION

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

RECESS

1:30 p.m. **WORKSHOP**

COUNTY ADMINISTRATIVE OFFICE

1. **Sitting As The Colusa County Flood Control And Water Conservation District**
   Discussion and Possible Direction regarding Sites Reservoir and Establishment of a Zone of Benefit, as well as other items requiring Board input.

ADJOURN

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

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since

January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

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

COUNTY OF COLUSA, CA 1.1

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Nominations and election of the 2024 Board of Supervisors Chair.

Nominations and election of the 2024 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 Boes 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 1.2

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Nominations and election of the 2024 Board of Supervisors Vice-Chair.

Nominations and election of the 2024 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 Boes 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

3.1

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the December 19, 2023 Board of Supervisors Regular Meeting Minutes

Approve the December 19, 2023 Board of Supervisors Regular Meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meeting of the Board on December 19, 2023 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 12-19-23 Minutes (PDF)

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



County of Colusa
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Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

COLUSA COUNTY
BOARD OF SUPERVISORS
Minutes
December 19, 2023

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 19th day of December 2023 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Daurice K. Smith, Gary J. Evans and Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

REPORT OUT OF DECEMBER 5, 2023 CLOSED SESSION

1. EXISTING LITIGATION - Conference with legal counsel pursuant to. Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Ryan Dearman v. Colusa County, et. al. Colusa County Superior Court Case CV24711. Counsel states direction given to staff with no reportable action.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391. Counsel States direction given to staff with no reportable action.

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

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One matter.

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

I. STAFF REPORTS

Mr. Plucker updates the Board on the last recordation of the Williamson Act for the AB1265 process and thanks the Clerk-Recorder for all her help.

Ms. Allen announces the Annual Growers Meeting will be held on January 17, 2024 at the Fairgrounds. She further states today is the first day for Michael Bowles, the new Deputy Ag Commissioner.

Mr. Azevedo announces that the shared facility replacement project with Glenn-Colusa Irrigation District was completed last week and more projects will be scheduled in the future. He states that the Emergency County Line Road Project has been completed.

Ms. Kelly gives an update on COVID-19 and states the at Home Testing program will be ending February 29, 2024. She further states there is a significant increase in the number of cases for COVID-19, RSV and the flu.

Mr. Charter states the Treasurer's office has been receiving obscene phone calls and he will be reporting this to the authorities. Ms. Tyler states this is the first time she is hearing of these phone calls and Risk Management will be contacting the staff.

Ms. Tyler states that US Bank did not send the paperwork for the first payment on the 2023 COPS and this has caused a Material Event Disclosure. She states that conversations have been had with US Bank and she will be working with financial advisors regarding this situation.

CONSENT AGENDA

Approve Consent Item's 1 through 15.

1. BOARD OF SUPERVISORS
Approve the December 5, 2023 Board of Supervisors Regular Meeting Minutes.

2. APPOINTMENT/FISH AND GAME
Appoint Walt Foster (Dist. 1) to the Colusa County Fish and Game Commission effective December 19, 2023 through January 4, 2027. **(Application Received: Walt Foster)**

3. BEHAVIORAL HEALTH
Approve Contract No. **C23-256** a Memorandum of Understanding (MOU) with **Health Management Associates, Inc.**, and authorize the Behavioral Health Director to sign

4. HEALTH AND HUMAN SERVICES
Approve Contract No. **C23-257** with the **Department of Housing & Community Development Office of Migrant Services ("OMS")** for Winter Emergency Shelter Program

Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

at the Migrant Center, and authorize the CAO to sign.

5. HEALTH AND HUMAN SERVICES
Approve Contract No. **C23-258** with **CDPH** for implementation of California Home Visiting Program (CHVP).

6. HEALTH AND HUMAN SERVICES
Approve Contract No. **C23-259** a Subcontract Amendment 1 (Agreement No. A23-0011-S002 AM1) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective January 1, 2023, and authorize County Administrative Officer to sign.

7. PUBLIC WORKS/ROAD DEPARTMENT
Approve Notice of Completion for Colusa Airport Seal Cracks & Slurry Seal Runway Phase 2, and authorize the Director of Public Works to sign and record same.

8. PUBLIC WORKS/ROAD DEPARTMENT
Approve Notice of Completion for Colusa Airport Rehabilitate Runway Lighting and Signage, and authorize the Director of Public Works to sign and record same.

9. PURCHASING AND PROCUREMENT/MAINTENANCE
Adopt plans, specifications and working details for the Colusa Ambulance Housing Facility request for bids (RFB) and authorize the publication of same.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C23-260** with **Sacramento Behavioral Health Hospital (SBHH**) for inpatient psychiatric services, effective July 1, 2023.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C23-261** with **California Mental Health Services Authority** for fiscal optimization program, effective November 1, 2023.

12. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve Contract No. **C23-262** with **Mesa Energy Systems, Inc., dba EMCOR Services** to install a HVAC Mini Split system and electrical upgrade located at 251 E. Webster Street, Colusa.

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Ratify Contract No. **C23-263** 4th Modification with **Traditions Psychiatry Group, P.C., dba Traditions Behavioral Health, f/k/a Traditions Psychology Group, Inc.** for contractor to provide through its registry a psychiatrist currently licensed by the State of California and board certified in Psychiatry and Neurology.

14. PURCHASING AND PROCUREMENT/PURCHASING
Adopt **Resolution No. 23-061**declaring six vehicles from six County of Colusa Departments as surplus county property and authorize the Purchasing Agent to dispose of same.

15. DISTRICT ATTORNEY
Authorize the District Attorney to apply, sign, and accept the Victim Witness Assistance Program Grant Subaward VW23 28 0060 through the California Governor's

Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

Office of Emergency Services and further sign any resulting grant subawards, modifications and amendments, subject to Board approval.

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

III. HUMAN RESOURCES

1. Approve the Memorandum of Understanding (MOU) with the **Colusa County Management Coalition (CCMC) Units**, effective October 1, 2023:

C23-264 CCMC General Unit
C23-265 CCMC Safety Unit

Comments received by Ms. Rhodes.

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

2. Approve job description for Assistant County Administrative Officer (ACAO), set salary at Range MGT44 ($11,025 - $17,639), and allocate one (1) position to the CAO Office effective January 1, 2024 as amended.

Comments received by Ms. Rhodes, Ms. Tyler, Mr. Charter, Ms. Kelly and Ms. Edwards.

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

Chair Boes declares a recess at 9:52 a.m. and states they are now sitting as the Colusa County Air Pollution Control District with all Directors present.

IV. AG COMMISSION/AIR POLLUTION CONTROL

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

Adopt **Resolution No. 23-062** Ratifying the Colusa County Air Pollution Control District Application to Participate in the Carl Moyer Memorial Air Quality Standards Attainment Program and the Moyer Rural Assistance Program and Further, Approve Contract No. **C23-266** Grant Agreement (G23-MO-05) with the California Air Resources Board, effective November 29, 2023.

Comments received by Ms. Allen.

Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

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

Chair Boes adjourns as the Colusa County Air Pollution Control District at 9:55 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

V. TREASURER

1. Accept November 2023 Treasury Monthly Investment Report as presented.

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

2. Reaffirm County Policy No. 214 - Statement of Investment Policy and accept the 2024 Goals as presented.

Comments received Mr. Charter.

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

VI. COUNTY ADMINISTRATIVE OFFICE/RISK MANAGEMENT

1. Presentation on Loss Prevention and Safety activities.

Ms. Tyler introduces Ignacio Prado, the new Safety Officer/Assistant Risk Manager.

Comments received by Mr. Manouse.

2. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
5694	HEALTH & HUMAN SERVICES	DOWNTOWN FORD	$31,727.49
950029966	BUILDING & GROUNDS	EMCOR SERVICES	$1,055.25
950029968	BUILDING & GROUNDS	EMCOR SERVICES	$775.25
43438	BEHAVIORAL HEALTH	JOEL'S PEST CONTROL	$65.00
43540	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$150.00
43539	HEALTH & HUMAN SERVICES	JOEL'S PEST CONTROL	$95.00

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

Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

3. Approve FY23/24 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-24024. **(4/5th vote required)**

Comments received by Ms. Moore.

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

VII. BOARD OF SUPERVISORS

1. Correct the 2024 Board of Supervisors Meeting Calendar with the deletion of the December 24, 2024 meeting.

Comments received by Ms. Tyler.

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

SHERIFF

2. Receive MOU proposal from the Assessor, Auditor, Clerk-Recorder, District Attorney, Sheriff and Treasurer/Tax Collector and discuss negotiations.

Comments received by Ms. Tyler, Sheriff Garofalo and Mr. Stout.

Chair Boes appoints an Ad-Hoc consisting of Supervisor Evans and himself to work with staff and Sheriff Garofalo on the MOU proposal from Assessor, Auditor, Clerk-Recorder, District Attorney, Sheriff and Treasurer/Tax Collector.

VIII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Evans

Meetings/functions attended:

- Sites meetings
- Redhawks Team Dinner
- Cypress Cemetery tree removal
- Bureau of Land Management meeting regarding Snow Mountain Expansion meeting
- Department Head Dinner
- Colusa County Flood Control and Water District meeting

Supervisor Smith

Meetings/functions attended:

- RCRC Annual meeting
- GSFA Board of Directors meeting
- GSCA meeting
- One Stop Board meeting
- Department Head Dinner
- RedHawks Team Dinner

Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

Met with Department Head regarding road and illegal dumping

Supervisor Smith states she has been selected to serve on the California Jobs First Capital Region Leadership Council.

Supervisor Bell
Meetings/functions attended:
- Chamber of Commerce meeting
- City Council meetings
- Redhawks Team Dinner
- Service for VCSU Volunteer in Stonyford
- Colusa Fire Holiday Party and Awards Banquet
- Rotary Christmas Party with Santa
- CPR and AED Refresher
- Local Hazard Mitigation Plan Stakeholder meeting
- Local Hazard Mitigation Plan Community meeting
- Department Head Dinner
- Met with Constituents regarding road conditions

Supervisor Corona
Meetings/functions attended:
- Williams PD New Officers Swearin
- Butte Police Academy Graduation
- Referee for High School Basketball
- Constituents call regarding road conditions
- Knights of Columbus meeting

Supervisors Boes
Meetings/functions attended:
- LAFCo meeting
- Williams Festival of Lights
- Behavioral Health Advisory Board meeting
- Bureau of Land Management meeting regarding Snow Mountain Expansion meeting
- Department Head Dinner

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states she received a request for a letter regarding AB702 to be on the January 2, 2024, Agenda regarding the redirection of 95% juvenile justice funding from the Counties to advocacy groups. She further states during the CAO Association meeting there was news that the State budget revenues are down and they are anticipating significant funding changes.

Chair Boes declares a recess at 10:49 a.m. to Convene in Closed Session.

X. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One matter.

Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

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

Chair Boes adjourned the meeting at 11:53 a.m. to reconvene in Regular Session on January 2, 2024 at the hour of 9:00 a.m.

_____
Kent S. Boes, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 12-19-23 Minutes (9540 : Approve the December 19, 2023 BOS Regular Meeting Minutes)

COUNTY OF COLUSA, CA 3.2

Request For County Board of Supervisors Action

MEETING DATE: **January 2, 2024**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 1st Modification with Capitol Public Finance Group, LLC to provide capital financial planning and debt issuance services, effective January 1, 2024.**

Approve 1st Modification with **Capitol Public Finance Group, LLC** to provide capital financial planning and debt issuance services, effective January 1, 2024.

Detailed Description/Background of request

The contract modification is necessary so that we can have CapitolPFG continue to assist the County in the 2023 COPS transaction. They will be preparing the required Annual Report, Continuing Disclosure, Material Event Notices, and the Annual Transparency Debt Report required under SB1029. They will also assist the County in any credit rating surveillance matters that may arise.
These continuing and additional services will cost approximately $4,750 in FY 2023/24, provided there are no additional material events, or credit support needed.

Prior Board Action

C23-018 approved January 1, 2023
Board adopted Debt Management Policy on December 20, 2022 - Policy No. 215

Fiscal Impact/Funding Source

There are currently funds available to cover these additional costs in the building fund, but a budget adjustment will be necessary to move them to the appropriate line item should the Board approve this modification.

Action for the Clerk

Mr. Small
Capitol PFG, LLC
2436 Professional Drive, Suite 300
Roseville, CA 95661

ATTACHMENTS:

- 1st Modification Capitol Public Finance Group (DOCX)
- Amended Exhibits A and B (PDF)
- C23-018 Capitol Public Finance Group, LLC (PDF)

First Modification Professional Services Agreement

This First Modification of Professional Services agreement is between Colusa County (County), a political subdivision of the State of California, and Capitol Public Finance Group, LLC ("Consultant") a Limited Liability Company.

Background

On January 1, 2023, the parties executed Contract No. C23-018 for capital financial planning and debt issuance services.

The parties now want to modify the agreement by replacing Exhibits "A" and "B".

Modification

The parties agree to modify the Contract effective January 1, 2024, as follows:

1. Exhibit A and B is deleted entirely and replaced with an Amended Exhibit "A" Scope of Work and Fee Schedule and Exhibit "B" MSRB Rule G-10 and G-42 Supplement as of December 15, 2023 attached hereto.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chairman

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CAPITOL PUBLIC FINANCE GROUP, LLC

_____Date:_____
Jeffrey Small, Managing Partner

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 1st Modification Capitol Public Finance Group (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

AMENDED EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the County, debt administration services to the County which include but are not limited to the following:

Financial Planning and Advisory Services

- For County capital projects including, but not limited to, the new jail facility project, financial feasibility analysis including sources and uses of funding, cash flow of revenues and expenditures, financing options, review of documents, participate in calls and meetings, prepare written material, financing scenarios and presentations as needed.

In consideration of consulting services provided, County of Colusa will pay Capitol Public Finance Group an hourly rate of $250, billed on a monthly basis. Capitol PFG does not bill for out-of-pocket expenses such as travel, food and materials.

Capitol PFG will provide the County with an estimated budget for Financial Planning and Advisory Services on a project by project basis. The not-to-exceed budget for the above scope of services related to the jail project during fiscal year 2022-23 is $8,750.

Municipal Security Issuance Services

In the event the County elects to issue debt through the capital markets, Capitol PFG will assist the County in the issuance of debt and provide the tasks identified below:

- Participate in the selection process and assembly of finance team members
- Prepare schedule of financing and see that members of the financing team take the necessary actions to provide completion of financial sound and responsible transaction
- Prepare and update financial policies that will adequately support a credit rating
- Participate in document review, financial analysis and credit analysis
- Recommend financing terms such as the sizing, timing, method of sale, credit enhancement and pricing of the transaction
- Coordinate with members of the finance team and County staff
- Participate and prepare materials for staff, committee(s) and meetings of the Board of Supervisors
- Review preliminary and proposed interest rate scales provided by underwriter, and make recommendation to the County on competitiveness of proposed interest rates
- Assist with management and coordination of pre-closing and closing as needed

Attachment: Amended Exhibits A and B (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

In consideration of Municipal Security Issuance Services – The County will pay Capitol PFG a not-to-exceed flat fee per the following schedule.

Debt Type	Public Offering	Direct Placement
General Obligation Bonds	$55,000	$38,500
Certificates of Participation & Refundings	$55,000	$38,500
Revenue Bonds & Refundings	$60,000	$38,500
Pension Obligation Bonds & Refundings	$60,000	$35,000
Community Facility District Bonds	$60,000	$38,500
Assessment District Bonds	$55,000	$35,000
Tax and Revenue Anticipation Notes	$12,500	n/a
Bond Anticipation Notes	$25,000	$17,500

Capitol PFG will not charge for any out-of-pocket costs such as travel, meals or lodging.

Unless otherwise provided above, Capitol PFG is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Capitol PFG provided by Capitol PFG for inclusion in such documents. The Parties understand and intend that the County shall consult with their disclosure counsel to determine if any information provided in Exhibit "B" shall be disclosed in the preliminary or final official statement.

Debt Administration Services

- Annual Report Filing - Prepare and file annual continuing disclosure reports for the 2023 Certificates of Participation. Provide monthly surveillance to assist with identifying material events.

- Material Event Filing - Prepare and file material events, if any, for the 2023 Certificates of Participation.
- Prepare and file annual SB 1029 Annual Debt Transparency Report for the 2023 Certificates of Participation

- Credit rating surveillance and communication support to attain the best possible credit ratings on the County's debt

Annual Report Filing

Capitol PFG will receive a fee of $3,000 plus expenses for the Annual Report filing. The Annual Report filing is a single filing incorporating the requirements of each individual Annual Report. Expenses related to this service involve statistical data reports provided by outside vendors.

Attachment: Amended Exhibits A and B (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

Material Event Filing

Capitol PFG will receive a fee of $500 per each Material Event Filing.

Annual Debt Transparency Report

Capitol PFG will receive a fee of $750 per filing each year where bond proceeds are not expended and·$375 per filing each year where the bond is outstanding but all bond proceeds have been spent.

Credit Rating Support

In consideration of Credit Rating Support services provided, County of Colusa will pay Capitol Public Finance Group an hourly rate of $250, billed on a monthly basis. The not-to-exceed budget for the above scope of services related to Debt Administrative Services during fiscal year 2023-24 is $4,750 plus expenses related to this service involve statistical data reports provided by outside vendors.

Extra Work

If Extra work is desired, Capitol PFG will provide an amended Exhibit "A" specifying the desired scope of work and fees.

Attachment: Amended Exhibits A and B (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

EXHIBIT "B"
MSRB Rule G-10 and G-42 Supplement

Conflict of Interest and Other Regulatory Disclosure
County of Colusa

As of December 15, 2023

Municipal Advisory Services

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

☐ any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

☐ any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor

☐ any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client

☐ any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product

☐ any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client

☒ any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice

Explanation of Conflict. The fees to be paid by the County for Financial Transaction Services to Capitol PFG are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Capitol PFG may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the County. For example, when facts or circumstances arise that

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could cause the financing or other transaction to be delayed or fail to close, Capitol PFG may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Capitol PFG manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the County which require it to put the interests of the County ahead of its own.

- any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

- Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the County in accordance with its fiduciary duty to the County. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.

- any legal or disciplinary event that is material to the County's evaluation of Capitol PFG or the integrity of its management or advisory personnel

While Capitol PFG does not believe that the following represents a potential or actual material conflict of interest, Capitol PFG notes that it serves a variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Capitol PFG client. For example, Capitol PFG serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the County. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its clients, Capitol PFG could potentially face a conflict of interest arising from these competing client interests. Capitol PFG fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the County.

Municipal Advisor Registration, Legal and Disciplinary Events

Capitol PFG is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration Capitol PFG is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Capitol PFG. Pursuant to MSRB Rule G-42, Capitol PFG is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Capitol PFG or the integrity of its management or advisory personnel. Capitol PFG has determined that no such event exists.

Attachment: Amended Exhibits A and B (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

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Attachment: Amended Exhibits A and B (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

C23-018

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN COUNTY OF COLUSA AND CAPITOL PUBLIC FINANCE GROUP

Parties and Date.

This Agreement ("Agreement") is made and entered into this **January 3, 2023**, between the **COUNTY OF COLUSA** (the "County") and **CAPITOL PUBLIC FINANCE GROUP, LLC** ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

Recitals.

Consultant. Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the County.

Terms.

Scope of Services, Qualifications and Term.

General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services").

Fiduciary Duty. In accordance with the Municipal Securities Rulemaking Board Rules G-10 and G-42, Consultant has provided a Conflict of Interest Disclosure as set forth in **Exhibit "B"**. Consultant shall provide the County with periodic updates of Exhibit "B" on an as-needed basis. Any such updates of Exhibit "B" shall be incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

Term. The term of this Agreement shall be from the date first written above and shall continue until June 30, 2026, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

General Considerations.

Control and Payment of Consultants and its Subordinates. The County retains Consultant on an independent contractor basis and Consultant is not an employee of the County. Any additional personnel performing the Services under this Agreement on behalf of Consultant

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the County and any and all applicable regulatory State agencies, and shall be the property of the County.

Coordination of Services. Consultant agrees to work closely with the County staff in the performance of Services and shall be available to the County's staff, consultants and other staff at all reasonable times.

Insurance. Consultant shall provide insurance in amount and type required by the County, if any, subject to the review and approval of the County. Consultant shall also provide County with the copies of its insurance policies prior to commencing work on the Project if required in writing by the County.

Fees and Payments.

Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the fees set forth in Exhibit "A" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the County.

Payment of Compensation. The County shall pay Consultant within a reasonable time and in accordance with this Agreement.

Extra Work. At any time during the term of this Agreement, the County may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the County to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work except as set forth in an amendment to Exhibit "A."

Authority to Amend Agreement. As the authorized representative for the County for the purposes of binding the County to amendments to this Agreement, the County Administrative Officer or his/her designee, may authorize and execute an amendment to this Agreement to add Extra Work and/or increase the fee if the County Administrative Officer identifies an immediate need for such an amendment. All such amendments executed by the County Administrative Officer shall be subject to ratification by the County's governing board.

Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the County during normal

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business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of one (1) year from the date of final payment under this Agreement.

General Provisions.

Suspension of Services. The County may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the County shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon rescission of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the County's express written consent.

Termination of Agreement.

Grounds for Termination. The County may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the County, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

Effect of Termination. If this Agreement is terminated as provided in this Section, the County may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within sixty (60) days of the request.

Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the County may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CAPITOL PUBLIC FINANCE GROUP
2436 Professional Drive, Suite 300
Roseville, CA 95661
Tel.: (916) 641-2734

Attn: Jeffrey Small, Managing Partner

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

COUNTY:

COUNTY OF COLUSA
547 Market Street, Room 102
Colusa, CA 95932
Attn: Wendy Tyler, County Administrative Officer

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Delivery of notice may also be made by overnight mail with proof of delivery; by facsimile with proof of transmission; or by email if receipt is acknowledged by the recipient of the email notice. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

Ownership of Materials and Confidentiality.

All materials and data prepared or collected by Consultant pursuant to performing the Services under this Agreement, shall be the sole property of the County, except for documents prepared solely for the Consultant's business purposes and except that Consultant shall have the right to retain copies of all such documents and data for its records or as may be required by laws, rules and regulations applicable to the Consultant. The County shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the County's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

Should the County wish to obtain possession of any such materials or data during the term of this Agreement or upon completion of the term of this Agreement, it shall make its request in writing. Such information shall be provided to the County within a reasonable time after its request.

Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Consultant or any of its associated persons, Consultant and its associated persons shall have no liability to County for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from County's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Consultant to County. No recourse shall be had against Consultant for loss, damage, liability, cost or expense (whether direct, indirect, or consequential) of County arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issuance of municipal

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securities, any municipal financial product or any other investment or otherwise relating to the tax treatment of any issuance of municipal securities, any municipal financial product or any other investment, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by the County of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to the County (if applicable) under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder..

Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Colusa, State of California.

Time of Essence. Time is of the essence for each and every provision of this Agreement.

The County's Right to Employ Other Consultants. The County reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the County.

Amendments. This Agreement may not be amended except by in writing signed by the County and Consultant. Consultant agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

Conflict of Interest. For the term of this Agreement, no member, officer or employee of the County, during the term of his or her service with the County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the Board of Trustees. Any amendments, except as required by law, to this Agreement shall require Board approval or ratification.

Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

COUNTY OF COLUSA

By: _____

Name: Wendy G. Tyler

Title: County Administrative Officer

CAPITOL PUBLIC FINANCE GROUP, LLC

By: _____

Name: Jeffrey Small

Title: Managing Partner

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the County, general financial planning and advisory services to the County which include but are not limited to the following:

Financial Planning and Advisory Services

- For County capital projects including, but not limited to, the new jail facility project, financial feasibility analysis including sources and uses of funding, cash flow of revenues and expenditures, financing options, review of documents, participate in calls and meetings, prepare written material, financing scenarios and presentations as needed.

In consideration of consulting services provided, County of Colusa will pay Capitol Public Finance Group an hourly rate of $250, billed on a monthly basis. Capitol PFG does not bill for out-of-pocket expenses such as travel, food and materials.

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- Coordinate with members of the finance team and County staff
- Participate and prepare materials for staff, committee(s) and meetings of the Board of Supervisors
- Review preliminary and proposed interest rate scales provided by underwriter, and make recommendation to the County on competitiveness of proposed interest rates
- Assist with management and coordination of pre-closing and closing as needed

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In consideration of Municipal Security Issuance Services – The County will pay Capitol PFG a not-to-exceed flat fee per the following schedule.

Debt Type	Public Offering	Direct Placement
General Obligation Bonds	$55,000	$38,500
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EXHIBIT "B"
MSRB Rule G-10 and G-42 Supplement

Conflict of Interest and Other Regulatory Disclosure
County of Colusa

As of December 1, 2022

Municipal Advisory Services

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

☐ any actual or potential conflicts of interest of which it is aware after reasonable inquiry that could reasonably be anticipated to impair its ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

☐ any affiliate of the municipal advisor that provides any advice, service, or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor

☐ any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client

☐ any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product

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- ☐ any other engagements or relationships of the municipal advisor that could reasonably be anticipated to impair the municipal advisor's ability to provide advice to or on behalf of the client in accordance with its fiduciary duty to municipal entity clients

- ☐ Capitol PFG has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the County in accordance with its fiduciary duty to the County. To the extent any such conflicts of interest arise after the date of this Agreement, Capitol PFG will provide information with respect to such conflicts in the form of a written supplement to this Agreement.

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Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

APPENDIX B: EVIDENCE OF ERRORS AND OMMISSIONS LIABILITY INSURANCE

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

StarStone
Part of the Core Specialty Group

DECLARATIONS

STARSTONE SPECIALTY INSURANCE COMPANY
Harborside 5
185 Hudson Street, Suite 2600
Jersey City, New Jersey 07311
855-275-6041

MISCELLANEOUS ERRORS AND OMISSIONS LIABILITY INSURANCE

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF INSURANCE WILL BE REDUCED BY PAYMENT OF CLAIM EXPENSES AND DAMAGES. PLEASE READ THE ENTIRE POLICY CAREFULLY.

NOTICE: THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THE NAMED INSURED'S STATE OF DOMICILE AND IS ISSUED AND DELIVERED AS A SURPLUS LINES COVERAGE PURSUANT TO THE INSURANCE STATUTES.

POLICY NO: 74718L220APL

ITEM 1. NAMED INSURED: Capitol Public Finance Group, LLC
ADDRESS: 2436 Professional Drive Ste300
Roseville, CA 95661

ITEM 2. POLICY PERIOD: From: 3/31/2022 To: 3/31/2023
(12:01 A.M. local time at the address stated in Item 1)

ITEM 4. LIMIT OF LIABILITY:
a. $1,000,000 each **Claim**
b. $2,000,000 in the aggregate

ITEM 5. RETENTION: $25,000 each **Claim**

ITEM 6. RETROACTIVE DATE: 3/31/05

ITEM 7. FORMS & ENDORSEMENTS:
These Declarations, together with the attached Policy Form and Endorsements as stated in the SSS-MPL-END-CW-001 (04-17) Policy Form Schedule and the **Application** (including all information furnished by the **Insured's** in the underwriting of this Policy), shall constitute the contract between the **Insureds** and the **Insurer** ("Policy").

ITEM 8. NOTICE TO THE INSURER:

A. Address for Notice of Claim or Potential Claim:	B. Address for all other Notices:
Attn: StarStone US Services Claims Office Harborside 5 185 Hudson Street, Suite 2600 Jersey City, New Jersey 07311 Facsimile: (201) 743-7701 Tel: (855) 275-6041 Email: claims@starstone.com	Attn: StarStone US Services Specialty Underwriting Department Harborside 5 185 Hudson Street, Suite 2600 Jersey City, New Jersey 07311 Facsimile: (201) 743-7701 Tel: (855) 275-6041

The **Insurer** hereby causes this Policy to be signed by a duly authorized representative of the **Insurer**.

Joseph E (Jeff) Cavalieri
President

Secretary

4/28/2022
Date

Whenever printed in this Declarations, the boldface type terms shall have the same meanings as indicated in the Policy Form.

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

StarStone
Part of the Core Specialty Group

DECLARATIONS

STARSTONE SPECIALTY INSURANCE COMPANY
Harborside 5
185 Hudson Street, Suite 2600
Jersey City, New Jersey 07311
855-275-6041

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Joseph E (Jeff) Consolino
President

Secretary

4/28/2022
Date

Whenever printed in this Declarations, the boldface type terms shall have the same meanings as indicated in the Policy Form.

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

APPENDIX C: EVIDENCE OF CURRENT BUSINESS OPERATING LICENSE

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

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APPENDIX C: EVIDENCE OF CURRENT BUSINESS OPERATING LICENSE

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Roseville, California Only"

CITY OF ROSEVILLE
TRADITION·PRIDE·PROGRESS

8839 N Cedar Ave #212
Fresno, CA 93720-1832
License Division - (916) 774-5310

BUSINESS NAME: CAPITOL PUBLIC FINANCE GROUP, LLC

BUSINESS LOCATION: 2436 PROFESSIONAL DR
ROSEVILLE, CA 95661-7779

BUSINESS OWNER: CHRISTOPHER TERRY
JEFFREY SMALL

DESCRIPTION: PUBLIC FINANCE CONSULTING

Special Conditions: CONSULTING

CHRIS TERRY
CAPITOL PUBLIC FINANCE GROUP, LLC
2436 PROFESSIONAL DR # 300
ROSEVILLE, CA 95661-7779

Business License Number: 00828421

Effective Date: January 01, 2023

Expiration Date: December 31, 2023

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

CAPITOL PUBLIC FINANCE GROUP, LLC

Thank you for your payment on your City of Roseville Business License **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at Roseville@hdlgov.com or by telephone at (916) 774-5310

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license A fee may be charged for a replacement or duplicate license.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments A full notice is available in English or other languages by going to https //www.dca ca gov/publications/

ROSEVILLE | BUSINESS LICENSING
8839 N CEDAR AVE # 212
FRESNO, CA 93720-1832

CITY OF ROSEVILLE

BUSINESS TAX CERTIFICATE

CHRIS TERRY
CAPITOL PUBLIC FINANCE GROUP, LLC
2436 PROFESSIONAL DR # 300
ROSEVILLE, CA 95661-7779

License Number: **00828421**

Date of Issue: **01/01/2023**

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

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BUSINESS TAX CERTIFICATE

CHRIS TERRY
CAPITOL PUBLIC FINANCE GROUP, LLC
2436 PROFESSIONAL DR # 300
ROSEVILLE, CA 95661-7779

License Number: **00828421**

Date of Issue: **01/01/2023**

Attachment: C23-018 Capitol Public Finance Group, LLC (9554 : Approove 1st Modification Capitol Public Finance Group. LLC)

COUNTY OF COLUSA, CA

3.3

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

Behavioral Health is requesting to re-approve the first modification (C23-219) with Heritage Oaks Hospital Inc. to correct Attachment A by replacing it with DHCS regional rates of service. Heritage Oaks originally provided incorrect rates for the modification the Board approved on September 26, 2023, and have refused to sign the modification. The updated maximum rate of service will be $1,324/day. All other terms will remain the same.

Heritage Oaks is a fully accredited 125 bed acute psychiatric hospital located in Northern Sacramento. Heritage Oaks Hospital offers a full range of individualized treatments which include; inpatient services (children, adult, and adolescents), dual diagnosis, outpatient services, adolescent treatment services, adult treatment services, and senior adult treatment services. Heritage Oaks Hospital also offers treatment for substance abuse and chemical dependency issues with drugs and alcohol. Northern California is limited in regards to hospital-based psychiatric service facilities and therefore it is important to maintain access to such services.

Prior Board Action

C23-005 Original Contract

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons
Not to exceed $80,000 per fiscal year

Action for the Clerk

Please obtain signatures and send to:
BHC Heritage Oaks Hospital
4250 Auburn Blvd
Sacramento, CA 95841

ATTACHMENTS:

- 1st Mod BHC Heritage Oaks Hospital Inc (DOCX)
- Attachment A Regional Rates (PDF)
- C23-005 BHC Heritage Oaks Hospital Inc (PDF)

C23-219

FIRST MODIFICATION PSYCHIATRIC INPATIENT SERVICES CONTRACT

This First Modification of psychiatric inpatient services contract is between Colusa County (County), a political subdivision of the State of California, and BHC Heritage Oaks Hospital, Inc., (Contractor), a California corporation.

Background

On July 1, 2023, the parties executed Contract No. C23-005 for the Contract to provide the county with certain hospital-based psychiatric inpatient services.

The parties now want to modify the Contract to extend the term and update FY 2023/2024 Rates.

Modification

The parties agree to modify the Contract effective July 1, 2023, as follows:

1. Section 2, Term is modified to extend the term through June 30, 2024.

2. Section 22, Attachments is modified by deleting Attachment A Rates and replacing with a NEW Attachment A Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Non-Negotiated Rates July 1, 2023 attached hereto.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

BHC HERITAGE OAKS HOSPITAL

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy

Attachment: 1st Mod BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

ATTACHMENT "A"

DHCS
CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Michelle Baass | Director

MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL SERVICES
REGIONAL AVERAGE NON-NEGOTIATED RATES[1]
JULY 1, 2023

REGION[2]	ACCOMMODATION CODES				
	114	124	134	154	204
BAY AREA	$ 735	$ 1,564	$ 911	$ 523	$ 1,831
LOS ANGELES	$ 915	$ 956	$ 853	$ 523	$ 926
CENTRAL	$ 979	$ 1,324	$ 911	$ 523	$ 1,023
SOUTHERN	$ 1,137	$ 1,120	$ 1,064	$ 523	$ 1,016
SUPERIOR	$ 926	$ 1,000	$ 911	$ 523	$ 1,023
STATEWIDE	$ 926	$ 1,147	$ 911	$ 523	$ 1,023

114 Room and Board-Private Psychiatric
124 Room and Board-Semi-Private 2 Bed, Psychiatric
134 Room and Board-Semi-Private 3 or 4 Bed, Psychiatric
154 Room and Board, Ward (Medical or General), Psychiatric
204 Intensive Care, Psychiatric

[1] Regional average rates are calculated using FY 2020-21 paid claims.
[2] The Rate Regions, including specified border communities, are listed in the California Code of Regulations, Title 9, Section 1820.115 (i) and reprinted on page 2.

Attachment: Attachment A Regional Rates (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

ATTACHMENT "A"

Rate Regions

(1) Superior - Butte, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity counties. Border communities (Oregon cities) are Ashland, Brookings, Cave Junction, Grants Pass, Jacksonville, Klamath Falls, Lakeview, Medford, and Merrill.

(2) Central - Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter, Tulare, Tuolumne, Yolo, and Yuba counties. Border communities (Nevada cities) are Carson City, Incline Village, Minden, Reno, Sparks, and Zephyr Cove.

(3) Bay Area - Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.

(4) Southern - Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties. Border communities (Nevada cities) are Las Vegas and Henderson. Border communities (Arizona cities) are Bullhead City, Kingman, Lake Havasu City, Parker, and Yuma.

(5) Los Angeles County.

Attachment: Attachment A Regional Rates (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

C23-005

PSYCHIATRIC INPATIENT SERVICES CONTRACT

This contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and BHC Heritage Oaks Hospital, Inc., California Corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide county with certain hospital-based psychiatric inpatient services, as more specifically described in Attachment "A".

2. **Term:** This Contract shall begin on July 1, 2022 and continue until June 30, 2023.

3. **Compensation:** County will pay Contractor compensation not to exceed eighty thousand dollars ($80,000) per fiscal year as detailed in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Monthly, Contractor shall provide County with an invoice for the services provided in the preceding month. 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. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

   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, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approval and consultation with the County under Section 1, Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "B" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

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

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

    C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

    D. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount not less than one million dollars ($1,000,000) per occurrence. 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: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

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

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

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

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

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

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

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

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

12. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

13. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

14. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	Department of Behavioral Health 162 E. Carson Street Colusa, California 95932 (530) 458-0520 Attn: Director
If to Contractor:	BHC Heritage Oaks Hospital 4250 Auburn Blvd Sacramento, California 95841 Attn: CEO

15. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

16. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

17. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

18. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or
    B. By either party without cause upon fifteen (15) days written notice of termination.

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

C23 -005

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

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

    A. Attachment "A" 2022/2023 Rates
    B. Attachment "B" HIPPA Business Associate Addendum

COUNTY OF COLUSA

Kent S. Boes, Board Chair

BHC HERITAGE OAKS HOSPITAL

Signature

IOANNIS ANGOURAS

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By

Patricia Rodriguez, Deputy

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

C23-005

Attachment A
RATES
FY 2022/2023

The following rate agreement for Fiscal Year 2022/2023 applies to the following contracts between Sacramento County and BHC Heritage Oaks Hospital, Inc.

- Contract #7202200-23-0 l 3 (Children, Ages 0-21)
- Contract #7202200-23-003 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-23-013
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

• Hospital Inpatient (Mode 05, Service Functions 10-18)	$ 1,022/day
• Hospital Administrative Day* (Mode 05, Service Function 19)	$ 726.86/day
• Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided)	$ 105/day

Short-Doyle Rates

• Hospital Inpatient *without* Psychiatric Support Services:	$ 1,022/day
• Hospital Inpatient *with* Psychiatric Support Services:	$ 1,127/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-23-003
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

• Hospital inpatient (all inclusive) (Mode 05, Service Functions 10-18)	$1,126/day
• Hospital Administrative Day* (Mode 05, Service Function 19)	$726.86/day

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

C23-005

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C23-005 BHC Heritage Oaks Hospital Inc (9551 : Reapprove 1 Mod BHC Heritage Oaks Hospital Inc)

COUNTY OF COLUSA, CA

3.4

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Purchasing and Procurement

FROM: Ann Nordyke

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

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

Detailed Description/Background of request

Behavioral Health is requesting to re-approve the contract (C23-218) with Sierra Vista Hospital to correct Attachment A by replacing it with DHCS regional rates of service. Sierra Vista provided incorrect rates initially and they have refused to sign the contract that the Board approved on September 26, 2023. The updated maximum rate of service will now be $1,324/day. All other terms will remain the same.

BHC Sierra Vista Hospital has provided County with hospital-based psychiatric inpatient services since 2008. Sierra Vista is located in Sacramento providing our community with access to a full range of behavioral health services for adults and adolescents. They specialize in dealing with patients with acute behavioral health or chemical dependency issues and are in immediate crisis.

Prior Board Action

None, new contract due to number of previous modifications.

Fiscal Impact/Funding Source

Budgeted: (003-55270-713-0) Support and Care of Persons
Not to exceed $250,000 per fiscal year.

Action for the Clerk

Attn: Business Development - Contracts
Sierra Vista Hospital, Inc.

8001 Bruceville Road
Sacramento, CA 95823

ATTACHMENTS:

- BHC Sierra Vista Hospital Agreement (DOCX)
- Attachment A-Regional Rates (PDF)
- ATTACHMENT B-HIPAA BUSINESS ASSOCIATE ADDENDUM (DOCX)

HOSPITAL-BASED PSYCHIATRIC INPATIENT SERVICES CONTRACT

This contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with certain hospital-based psychiatric inpatient services**,** as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2023, and shall continue until all requested services are completed, but no later than June 30, 2024.

3. **Compensation:** County will pay Contractor compensation not to exceed $250,000 per year, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. 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, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

Attachment: BHC Sierra Vista Hospital Agreement (9552 : Re-approve BHC Sierra Vista Hospital Inc)

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

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

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

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

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

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

Attachment: BHC Sierra Vista Hospital Agreement (9552 : Re-approve BHC Sierra Vista Hospital Inc)

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

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

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

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with

Attachment: BHC Sierra Vista Hospital Agreement (9552 : Re-approve BHC Sierra Vista Hospital Inc)

respect to the limits of liability of the insuring company;

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

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

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

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

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

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

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

11. Licenses: Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

12. Controlling Law Venue: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

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

Attachment: BHC Sierra Vista Hospital Agreement (9552 : Re-approve BHC Sierra Vista Hospital Inc)

If to County: Colusa County Behavioral Health Department
Attn: Director
162 E Carson, St.
Colusa, CA 95932

If to Contractor: **Sierra Vista Hospital**
8001 Bruceville Road
Sacramento, CA 95823

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

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.

Attachment: BHC Sierra Vista Hospital Agreement (9552 : Re-approve BHC Sierra Vista Hospital Inc)

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

A. Attachment A Medi-Cal Psychiatric Inpatient Hospital Services Regional Average Non-Negotiated Rates July 1, 2023

B. Attachment B HIPAA Business Associate Addendum

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

BHC SIERRA VISTA HOSPITAL, INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

By _____
Patricia Rodriguez, Deputy

Attachment: BHC Sierra Vista Hospital Agreement (9552 : Re-approve BHC Sierra Vista Hospital Inc)

ATTACHMENT "A"

DHCS
CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Michelle Baass | Director

MEDI-CAL PSYCHIATRIC INPATIENT HOSPITAL SERVICES
REGIONAL AVERAGE NON-NEGOTIATED RATES[1]
JULY 1, 2023

REGION[2]	ACCOMMODATION CODES				
	114	124	134	154	204
BAY AREA	$ 735	$ 1,564	$ 911	$ 523	$ 1,831
LOS ANGELES	$ 915	$ 956	$ 853	$ 523	$ 926
CENTRAL	$ 979	$ 1,324	$ 911	$ 523	$ 1,023
SOUTHERN	$ 1,137	$ 1,120	$ 1,064	$ 523	$ 1,016
SUPERIOR	$ 926	$ 1,000	$ 911	$ 523	$ 1,023
STATEWIDE	$ 926	$ 1,147	$ 911	$ 523	$ 1,023

114 Room and Board-Private Psychiatric
124 Room and Board-Semi-Private 2 Bed, Psychiatric
134 Room and Board-Semi-Private 3 or 4 Bed, Psychiatric
154 Room and Board, Ward (Medical or General), Psychiatric
204 Intensive Care, Psychiatric

[1] Regional average rates are calculated using FY 2020-21 paid claims.
[2] The Rate Regions, including specified border communities, are listed in the California Code of Regulations, Title 9, Section 1820.115 (i) and reprinted on page 2.

California Department of Health Care Services
Deputy Director's Office, Behavioral Health
P.O. Box 997413 | Sacramento, CA | 95899-7413
MS Code 2710 | Phone (916) 440-7800 | www.dhcs.ca.gov

State of California
Gavin Newsom, Governor
California Health and Human

Attachment: Attachment A-Regional Rates [Revision 1] (9552 : Re-approve BHC Sierra Vista Hospital Inc)

ATTACHMENT "A"

Rate Regions

(1) Superior - Butte, Colusa, Del Norte, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity counties. Border communities (Oregon cities) are Ashland, Brookings, Cave Junction, Grants Pass, Jacksonville, Klamath Falls, Lakeview, Medford, and Merrill.

(2) Central - Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Mono, Placer, Sacramento, San Joaquin, Stanislaus, Sutter, Tulare, Tuolumne, Yolo, and Yuba counties. Border communities (Nevada cities) are Carson City, Incline Village, Minden, Reno, Sparks, and Zephyr Cove.

(3) Bay Area - Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma counties.

(4) Southern - Imperial, Kern, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties. Border communities (Nevada cities) are Las Vegas and Henderson. Border communities (Arizona cities) are Bullhead City, Kingman, Lake Havasu City, Parker, and Yuma.

(5) Los Angeles County.

Attachment: Attachment A-Regional Rates [Revision 1] (9552 : Re-approve BHC Sierra Vista Hospital Inc)

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

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(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: ATTACHMENT B-HIPAA BUSINESS ASSOCIATE ADDENDUM (9552 : Re-approve BHC Sierra Vista Hospital Inc)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

Attachment: ATTACHMENT B-HIPAA BUSINESS ASSOCIATE ADDENDUM (9552 : Re-approve BHC Sierra Vista Hospital Inc)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: ATTACHMENT B-HIPAA BUSINESS ASSOCIATE ADDENDUM (9552 : Re-approve BHC Sierra Vista Hospital Inc)

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its

Attachment: ATTACHMENT B-HIPAA BUSINESS ASSOCIATE ADDENDUM (9552 : Re-approve BHC Sierra Vista Hospital Inc)

legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: ATTACHMENT B-HIPAA BUSINESS ASSOCIATE ADDENDUM (9552 : Re-approve BHC Sierra Vista Hospital Inc)

COUNTY OF COLUSA, CA 3.5

Request For County Board of Supervisors Action

MEETING DATE:	**January 2, 2024**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Approve Mello-Granlund Senior Nutrition Subaward Infrastructure Grant Agreement Amendment 1 (Agreement No. A23-0057-S001 AM1) with the Chico State Enterprises, effective January 1, 2023, and authorize County Administrative Officer to sign.**

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

Detailed Description/Background of request

This is Amendment 1 to the Subaward Agreement between the County of Colusa Department of Health and Human Services and the California State University, Chico Research Foundation for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals for Senior Nutrition services through Colusa County, extending its term through 09/30/2024.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico's Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Under the terms of this agreement, described in the Attachment A - Scope of Work, Colusa County shall purchase the following equipment: temperature controlled vehicle, tablets, freezer, refrigerator, salad bars, bagging machine, among others.

The total award of this Subaward Agreement is $86,200 through 09/30/2024.

Prior Board Action

C23-040 approved 02/28/2023

Fiscal Impact/Funding Source

The total amount of this subaward revenue agreement is $86,200. No impact on County General Fund.

Action for the Clerk

Please obtain signatures on Subaward Amendment 1 (Agreement A23-0057-S001 AM1), and return in a pdf format to Skye Gebhart at sgebhart@csuchico.edu. Please cc Kirill Obraztsov at DHHS in communication email.

ATTACHMENTS:

- C23-040 FE-A23-0057-S001 Colusa County (PDF)
- PE-Infrastructure Grant A23-0057-S001 AM1-Colusa County (PDF)

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A23-0057-S001	
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises**, hereafter called Prime Recipient, and

SUBRECIPIENT'S NAME
Colusa County ,hereafter called Subrecipient.

Prime Recipient has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), grant # NI-2223-03, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. Prime Recipient has identified Subrecipient to receive funds for the described purpose under this grant.

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

Subrecipient will purchase equipment in compliance with the terms and conditions as detailed in Attachment A, Scope of Work.

The Term of this Subaward shall commence 1/1/2023 and will end 12/31/2023.

Prime Recipient agrees to reimburse Subrecipient an amount not to exceed $86,200.00.

This Subaward incorporates the following attachments:

Attachment A – Scope of Work (1 page)
Attachment C – Contact Information (1 page)
Attachment D – Terms & Conditions (3 page)
Attachment H – Prime Award (30 pages)

CHICO STATE ENTERPRISES
MAR 0 6 2023
RECEIVED

This Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT	SUBRECIPIENT
Chico State Enterprises	**Colusa County**
BY (AUTHORIZED SIGNATURE) Michele Flowerdew DATE 3/1/23	BY (AUTHORIZED SIGNATURE) Wendy G Tyler DATE 2/28/23
PRINTED NAME AND TITLE OF PERSON SIGNING ~~Mary Sidney~~ Michele Flowerdew ~~Chief Executive Officer, CSE~~ Director, Sponsored Projects Administration	PRINTED NAME AND TITLE OF PERSON SIGNING ~~Elizabeth Kelly~~ Wendy G. Tyler, County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 103, CA 95928-5388 ~~msidney@csuchico.edu~~ mflowerdew@csuchico.edu	ADDRESS/E-MAIL ~~251 E. Webster Street, Colusa, CA 95932~~ 547 Market Street, Suite 102 ~~Elizabeth.Kelly@countyofcolusa.com~~ wtyler@countyofcolusa.com

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 86,200.00	$ 86,200.00	SP-73264-01

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Attachment A
Scope of Work

Subrecipient will purchase the following equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californians Act.

A. APPROVED PURCHASES PER CALIFORNIA DEPARTMENT OF AGING:
Subgrantee shall purchase the following equipment. All equipment MUST be in the subcontractor's **possession** by December 31, 2023. Only the equipment listed below is approved for purchase. Changes or substitutions must be authorized by the AAA prior to purchase, and authorization is not guaranteed.

SITE: COLUSA COUNTY	
DESCRIPTION OF PROPERTY	**ESTIMATED COST**
Temperature Controlled Vehicle (1)	$ 65,000.00
Tablets (3)	$ 6,000.00
Heat Keeping Transit Bags (2)	$ 500.00
Reach-in Freezer	$ 4,000.00
Reach-in Refrigerator	$ 4,000.00
Bagging Machine	$ 150.00
Towel Bin	$ 50.00
Salad Bar (2)	$ 6,000.00
Bag Organizer	$ 500.00
TOTAL	**$ 86,200.00**

B. EQUIPMENT AND INVENTORY PROCEDURES
Subcontractor shall follow all mandated procedures for equipment acquisition, including the requirements outlined below:

- Secure competitive bids or sole source justification for items valued at $10,000 or more
- Upon receipt of equipment, submit form CDA 9023 to Passages and Chico State Enterprises for items valued at $5,000 or more and all IT equipment
- Record equipment on the subcontractor's master inventory, listing the infrastructure grant as the funding source

C. INVOICING AND REIMBURSEMENT
See Attachment D, Clause 1

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Attachment C
Contact Information

Prime Recipient Contacts		Subrecipient Contacts	
Administrative Contact		*Administrative Contact*	
Name:	Mary Neuman	Name:	Ted Mamoulelis
Title:		Title:	
Address:	Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388	Address:	County of Colusa 251 E. Webster Street Colusa CA 95932
Telephone:	530-898-6758	Telephone:	530-458-0359
Fax:	530-898-4870	Fax:	
Email:	mneuman@csuchico.edu	Email:	Ted. Mamoulelis@countyofcolusa.com
Principal Investigator		*Project Director*	
Name:	Joseph Cobery	Name:	Ted Mamoulelis
Title:	Director	Title:	
Address:	Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388	Address:	County of Colusa 251 E. Webster Street Colusa CA 95932
Telephone:	530-898-6758	Telephone:	530-458-0359
Fax:	530-898-4870	Fax:	
Email:	jcobery@csuchico.edu	Email:	Ted. Mamoulelis@countyofcolusa.com
Financial Contact		*Financial Contact*	
Name:	Skyler Gebhart	Name:	Christine Fusaro
Title:	Grants/Contracts Analyst	Title:	
Address:	Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388	Address:	County of Colusa 251 E. Webster Street Colusa CA 95932
Telephone:	530-898-5829	Telephone:	530-458-0870
Fax:		Fax:	
Email:	sgebhart@csuchico.edu	Email:	Christine.Fusaro@countyofcolusa.com
Authorized Signatory		*Authorized Signatory*	
Name:	Mary Sidney	Name:	Elizabeth Kelly
Title:	Chief Executive Officer	Title:	
Address:	Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388	Address:	County of Colusa 251 E. Webster Street Colusa CA 95932
Telephone:	530-898-6811	Telephone:	530-458-0285
Fax:		Fax:	
Email:	msidney@csuchico.edu	Email:	Elizabeth.Kelly@countyofcolusa.com

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Attachment D
Terms and Conditions

1. **Invoicing:** Subcontractor shall submit monthly invoices for property and equipment purchased with Infrastructure Grant funds, using the invoice form provided by the AAA.

   A. Equipment can be reimbursed once it is fully in the subcontractor's possession, installation is complete, and all costs have been incurred related to the equipment.

   B. Each invoice must be supported by complete receipts for all items and costs listed on the invoice.

   C. No invoices for purchases completed after last date of the term will be paid.

2. **Budget Contingency**:

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

   B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.

   C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 11 or to amend this Subaward to reflect any reduction in funds.

3. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.

4. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.

5. **Confidentiality**: During the term of this Agreement, and for a period of five (5) years following the termination hereof, each party shall exercise reasonable care to maintain in confidence all confidential information disclosed by the other party pursuant to this Agreement ("Confidential Information"), but only to the extent: (a) if disclosed in writing, such confidential information is marked as confidential when disclosed; or (b) if disclosed orally, such confidential information is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the oral disclosure. The receiving party shall not use, disclose, or grant the use of the Confidential Information except on a need---to---know basis to those directors, officers, employees, agents, and permitted assignees, to the extent such disclosure is reasonably necessary in connection with the provision of Services under this Agreement. Before disclosure, the receiving party shall obtain the written agreement of any such person who is not otherwise bound by fiduciary obligations to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

The limitations on use and the nondisclosure obligations contained in this Agreement shall not apply to the extent that: (a) the receiving party is required to disclose the Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that, time permitting, the receiving party shall provide written notice thereof to the disclosing party; or (b) the receiving party can demonstrate by written records that: (i) the information was public knowledge at the time of disclosure, or thereafter became public knowledge, other than as a result of acts in violation hereof; (ii) the information was rightfully known by the receiving party prior to the date of disclosure; (iii) the information was disclosed to the receiving party on an unrestricted basis from a third party not under a duty of confidentiality to the disclosing party; or, (iv) the information was independently developed by employees or agents of the receiving party without access to or use of the Confidential Information.

6. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this subaward, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

   Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

7. **Liability for Breach of Contract:** During the Subcontract, either party that has difficulty in fulfilling the terms and conditions of the subcontract shall carefully solve it through negotiation. If both parties fail to reach consensus, the default party shall assume responsibility for compensation. The specific compensation plan shall be negotiated by both parties or be solved through civil action in accordance with the state related laws and regulations. The litigation shall be governed by the people's court at the location of the non-default party.

8. **Insurance:** In the absence of Attachment E, Specific Insurance Requirements, Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage; and automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with the work to be performed under this Subaward, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000. Subrecipient shall furnish Prime Recipient with a certificate of insurance upon request.

9. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.

10. **Termination:** This Subaward may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Subaward; or
    B. By either party without cause upon 30 days written notice of termination.

11. **Partial Invalidity**: If any provision of this Subaward 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.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

12. **Audit:** Subrecipient agrees that, Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Subaward if it exceeds $10,000. The Subrecipient agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of record retention is stipulated in Exhibit D of the prime award. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Subrecipient agrees to refund to the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.

13. **Force Majeure**: Neither party is liable or responsible to the other party, or has defaulted under or breached this Contract, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.

14. **Prime Award:** The terms and conditions of the Prime Award are incorporated into this subaward by this reference. All references to Chico State Enterprises and its variants, School, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award shall be included in Attachment H. In the event of any conflict, contradiction, or ambiguity between terms and conditions of this subaward and the Prime Award, then the terms of this subaward shall prevail.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Attachment H
Prime Award

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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STANDARD AGREEMENT

STD 213 (Rev 02/20)

STATE CONTROLLER'S OFFICE IDENTIFIER	AGREEMENT NUMBER
4170-NI222303	NI-2223-03
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging, hereinafter referred to as "State"

CONTRACTOR'S NAME

Chico State Enterprises, hereinafter referred to as "University"

2. The term of this Agreement is: October 1, 2022 through December 31, 2024

3. The maximum amount of this Agreement is: $ 653,980 Six Hundred Fifty-Three Thousand Nine Hundred Eighty Dollars

4. The Parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A – A8: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch; A6–Current & Pending Support; A7-Third Party Confidential Information (if applicable)	11 pages
Exhibit B – B–Budget; B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3–Invoice Elements; B4–Additional Payment Provisions	8 pages
Exhibit C* – University Terms and Conditions	UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

☒ **Exhibit D** – Additional Requirements Associated with Funding Sources	1 page
☒ **Exhibit E** – Special Conditions for Security of Confidential Information	1 page
☒ **Exhibit F** – Access to State Facilities or Computing Resources	1 page
☒ **Exhibit G** – Negotiated Alternate UTC Terms	6 pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the University of California, Office of the President and the California Department of General Services websites.

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

Chico State Enterprises

BY *(Authorized Signature)*: DocuSigned by: Mary Sidney — DATE SIGNED *(Do not type)*: 1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Sidney, CEO

ADDRESS

25 Main Street, Suite 203, Chico CA 95928-5388

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY *(Authorized Signature)*: DocuSigned by: — DATE SIGNED *(Do not type)*: 1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Nate Gillen, Chief, Business Management Bureau

ADDRESS

2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

STATE OF CALIFORNIA

California Department of General Services Use Only

☒ Exempt per: AG OP 80-111

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

C23-040

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California Department of Aging

Contractor: Chico State Enterprises
Agreement #: NI-2223-03
Exhibit A – Scope of Work

Exhibit A – Scope of Work

Project Summary & Scope of Work

☐ Contract ☒ Grant

Does this project include Research (as defined in the UTC)? ☐ Yes ☒ No

PI Name: *Mary Sidney, CEO*

Project Title: *Nutrition Infrastructure Grant*

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

The project goal is to enhance, expand, and increase senior nutrition infrastructure in California. The purpose of this funding is to fund capacity and infrastructure improvement grants for senior nutrition programs under the Mello-Granlund Older California's Act. This grant shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; ***OR***

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

1. GRANT AGREEMENT PARTIES:

A. This Grant Agreement is established between CHICO STATE ENTERPRISES hereafter referred to as Grantee, and the California Department of Aging (CDA). CDA and Grantee are hereinafter collectively referred to as the Parties.

2. GRANT PERFORMANCE PERIOD:

A. All tasks and work performed must be completed during the grant performance period from October 1, 2022, through December 31, 2024. No invoices for work completed after December 31, 2024, will be paid.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

3. GRANT AGREEMENT MANAGERS:

A. The grant agreement managers during the term of this Agreement shall be:

Department of Aging:		Grantee: Chico State Enterprises	
Section/Unit: Nutrition and Wellness Bureau		Section/Unit:	
Attention:	Lana Reynolds, Bureau Chief	Attention:	Mary Sidney
Address:	2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	Address:	25 Main Street, Room 202 Chico, 95928
Phone: 916-419-7553		Phone: 530-898-4870	Fax: 530-898-5923
Email: Lana.Reynolds@aging.ca.gov		Email: msidney@csuchico.edu	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. DEFINITIONS

As used in this agreement, the following words shall have the following meanings:

A. Grant Scope: items listed within Exhibit A, Scope of Work, found within this Agreement.

5. GRANTEE RESPONSIBILITIES:

A. Grantee acknowledges that CDA may make reasonable changes to its procedures in support of this grant and its requirements. If CDA makes any changes to its procedures and guidelines, CDA agrees to notify Grantee within a reasonable timeframe.

B. Grantee shall complete the Grant Scope in accordance with the time of the Grant Performance Period set forth in Section 2 of this Scope of Work, and under the terms and conditions of this agreement.

C. Grantee agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the Grantee in the original application must be submitted in writing to CDA Agreement Manager for prior approval.

D. Grantee shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:

1. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers

2. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

3. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles

4. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars

5. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair and painting of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored

    a) Grantee must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the grantee must maintain documentation in case of grant monitoring or audit.

6. Energy efficient light fixtures in kitchen or congregate meal service areas

7. Installation costs (labor/materials) for allowable improvements and equipment

8. Furniture, including table and chairs, for congregate meal service areas

9. Technological or data system infrastructure for monitoring client health outcomes including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes

E. Grantee shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

6. CDA RESPONSIBILITIES

A. The CDA Agreement Manager will coordinate dates and information between CDA and the Grantee.

B. The CDA Agreement Manager shall provide all information required to the Grantee.

C. The CDA Agreement Manager shall communicate any additional information on grant requirements or revisions.

D. The CDA Agreement Manager will work with Grantee to answer any question and resolve any issues regarding the work.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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Exhibit A1 - Deliverables

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.

Not applicable to this Agreement

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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Exhibit A2 – Key Personnel

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Cobery, Joseph	Passages Adult Resource Center	AAA Director
Co-PI(s) – if applicable:		
Neumann, Mary	Passages Adult Resource Center	AAA Deputy Director
Other Key Personnel (if applicable):		
Geiger, John	Passages Adult Resource Center	Program Manager, Ombudsman
Neumann, Mary	Passages Adult Resource Center	Program Manager, IIIB Other Support Services
Graber, JoBeth	Passages Adult Resource Center	Program Manager for IIIE FCSP
N/A	Passages Adult Resource Center	Program Manager for IIIB Care Management
Kramer, Ronda	Passages Adult Resource Center	Program Manager, for IIIB Other Support Services Public Info
TBD Open Position	Passages Adult Resource Center	Program Manager, IIID Disease Prevention

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

State Agency Contacts	University Contacts
Agency Name: California Department of Aging (CDA)	University Name: Chico State Enterprises (CSE)
Grant Project Manager (Technical) Name: Lana Reynolds Grant Manager Address: CDA Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7553 Fax: Email: Lana.Reynolds@aging.ca.gov	***Principal Investigator*** Name: Joseph Cobery Director Address: Passages Adult Resource Center 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530- 898-4870 Email: jcobery@csuchico.edu
Authorized Official (contract officer) Name: Nate Gillen Chief Address: Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7539 Email: nate.gillen@aging.ca.gov ***Send notices to (if different):*** Name: Address: Telephone: Email:	***Authorized Official*** Name: Mary Sidney Chief Executive Officer Address: 25 Main Street, Suite 203 Chico, CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu ***Send notices to (if different):*** Name: Michael Schilling Contracts Officer Address: 25 Main Street Chico, CA 95928-5388 Telephone: (916) 898-6209 Fax: (916) 898-6804 Email: mlschilling@csuchico.edu

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

DocuSign Envelope ID: F37A4402-31D8-46E9-8E34-DDA757C4D129

California Department of Aging

Grantee: Chico State Enterprises
Agreement #: NI-2223-03
Exhibit A3 – Authorized Representatives

Administrative Contact Name: Amy Sunahara Grant Specialist Address: Business Management Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, Ca 95833 Telephone: (916) 898-9383 Email: Amy. Sunahara@aging.ca.gov	***Administrative Contact*** Name: Address: Telephone: Email:
Financial Contact/Accounting Name: Adrian Leung, Local Finance Manager Address: CDA, Local Finance Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 898-9307 Fax: Email: Adrian.Leung@aging.ca.gov	***Authorized Financial Contact/Invoicing/Remittance*** Name: Skyler Gebhart, Analyst Address: 25 Main Street, 103 Chico, CA 95928-5388 Telephone: 530-898-5829 Fax: 530-898-6804 Email: sgebhart@csuchico.edu

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Exhibit A4 – Use of Intellectual Property & Data

USE OF INTELLECTUAL PROPERTY & DATA

If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check "none" in this section.

A. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (Name of State Agency or 3rd Party)	Description	Nature of restriction:

B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

☒ None or ☐ List:

Owner (Name of University or 3rd Party)	Description	Nature of restriction:

C. Anticipated restrictions on use of Project Data.
If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.

☒ None or ☐ List:

Owner (University or 3rd Party)	Description	Nature of Restriction:

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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Exhibit A5 - RÉSUMÉ/BIOSKETCH

RÉSUMÉ/BIOSKETCH

Attach 2-3 page Resume/Biosketch for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.

Not applicable to this Agreement

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Exhibit A6 – Current & Pending Support

CURRENT & PENDING SUPPORT

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: N/A					
Status (currently active or pending approval)	**Award # (if available)**	**Source (name of the sponsor)**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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Exhibit A7

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Not applicable to this Agreement

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: NI-2223-03
Exhibit B – Budget

Exhibit B - Budget
Budget for Project Period

State of California
California Department of Aging

Award #: NI-2223-03
Date: 7/1/2022
Page 1 of 1

Exhibit B, Attachment 1 - Budget Display

SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE
Budget Display

Area 3 Agency on Aging

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Senior Nutrition Infrastructure	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	HNIL	$653,980	$0	$653,980

Notes
AAAs can utilize up to 10% of the funding for Administration
Expenditures must be reported in closeout by January 31, 2025

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

Not applicable to this agreement

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Exhibit B2 – Subawardee Budgets

Budget Pertaining to Subawardee(s) (when applicable)

Not applicable to this agreement

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Exhibit B3 – Invoice Elements

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

Invoicing frequency

☐ Quarterly ☒ Monthly

Invoicing signature format

☐ Ink ☒ Facsimile/Electronic Approval

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available[1]

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period [2]

- University Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

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[1] If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

[2] For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

Exhibit B4 – Additional Payment Provisions

1. GRANT AWARD

A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of SIX HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS ($653,980).

B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.

B. The Grantee agrees to include these requirements in all contracts it enters into with subgrantees to provide services pursuant to this Agreement.

3. ACCOUNTABILITY FOR FUNDS

A. The Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Grantee and shall be maintained in accordance with Generally Accepted Accounting Principles.

4. FINANCIAL MANAGEMENT SYSTEMS

The Grantee shall meet the following standards for its financial management systems:

A. Financial Reporting.

B. Accounting Records.

C. Complete Disclosure.

D. Source Documentation.

E. Internal Control.

F. Budgetary Control.

G. Cash Management (written procedures).

H. Allowable Costs (written procedures).

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

5. UNEXPENDED FUNDS

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

6. FUNDING CONTINGENCIES

INVOICING AND PAYMENT:

A. Grantee shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior

B. Payments will be made to reimburse expenditures reported unless grantee pre-selects an Advance method at the time of agreement execution

C. Grantee shall be charged $75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office (SCO). CDA may waive the fees on a case-by-case basis as appropriate.

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

E. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the CDA agrees to compensate the Grantee in accordance with the rates specified in section 5, Budget Detail.

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

INSTRUCTIONS TO GRANTEE:

The State shall reimburse Grantee with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

A. The Grantee shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.

C. Grantees shall notify CDA if they wish to be on a reimbursement or advanced payment.

1. If Grantee requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.

2. If Grantee requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.

D. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to delay in payment until the following month.

E. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.

F. Grantee shall be charged $75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

1. Expedite Fees
   a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
   b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.

G. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

BUDGET CONTINGENCY CLAUSE:

A. 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 no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

B. 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 Grantee to reflect the reduced amount.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

BUDGET DETAIL:

A. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the agreement price for the services actually rendered.

B. Grantee must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Grantee fails to provide invoices within twelve (12) months of the date services are rendered, the CDA may elect to reject the invoices for payment as untimely and Grantee will be deemed to have waived any right to payment of the late invoices.

C. Travel Reimbursement

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Grantee.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

DocuSign Envelope ID: F37A4402-31D8-46E9-8E34-DDA757C4D129

Exhibit C – University Terms and Conditions

CMA (AB20) State/University Model Agreement Terms & Conditions UTC-220

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

DocuSign Envelope ID: F37A4402-31D8-46E9-8E34-DDA757C4D129

Exhibit D- Additional Requirements Associated with Funding Sources (if applicable)

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)

State Agency to Complete (Required for Federal Funding Source):

Federal Agency	
Federal Award Identification Number	
Federal Award Date	
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Please see Exhibit B – Budget for this Project Period
Amount Awarded to State Agency	
Effective Dates for State Agency	
Federal Award to State Agency is Research & Development (Yes/No)	No

University to Complete:

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

This award ☐ does ☑ does not support Research & Development.

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

DocuSign Envelope ID: F37A4402-31D8-46E9-8E34-DDA757C4D129

Exhibit E – Special Conditions for Security of Confidential Information

If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of Exhibit C.)

Not applicable to this agreement

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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Exhibit F – Access to State Facilities or Computing Resources

(if applicable)

If the Scope of Work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 21 of Exhibit C.)

Not applicable to this agreement

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

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Exhibit G – Negotiated Alternate UTC Terms (if applicable)

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate, or additional terms may be necessary. California Education Code §67327(b) allows for terms to be changed or added, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

The Provision 4. Liability below replaces Provision 4 Liability in Exhibit C, UTCs.

4. LIABILITY

A. The contracting CSU Auxiliary Organization (Auxiliary)[3] shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.

B. If the University[4] provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

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[3] *CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).*

[4] *University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.*

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

5. DISPUTE RESOLUTION (replaces UTC-220 Provision 6. Dispute Resolution)

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at dhcl@aging.ca.gov. The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. AGENCY

A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.

B. The Grantee is solely responsible for all activities supported by the Grant.

C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.

D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

7. PROMOTIONAL MATERIALS AND PUBLICATIONS (addends UTC Provision 20. Use of Name and Publicity)

A. The Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging shall be acknowledged in all promotional materials and publications related to the CMS-funded project.

i. Grantees must ensure that CDA receives full credit as the funding program and that the CMS is acknowledged as the source of funds.

ii. Publications and information releases about the project must credit Home and Community Based Services. An appropriate statement for a publication or project press release is:

1) "This [publication/project] was supported in whole or in part by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging (CDA), and no official endorsement by the CMS or the CDA shall be inferred."

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

iii. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

8. PUBLICITY OBLIGATIONS

A. The Grantee shall notify the CDA Agreement Manager of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.

B. Copies of all promotional materials will be provided to the CDA.

C. The Grantee will acknowledge CMS support as noted in Section 9

D. The Grantee agrees that the CDA may include information about this grant and its outcomes in its own annual reports, with specific reference to the Grantee, and may distribute such information to third parties.

9. COPYRIGHT (Replaces UTC-220 Provision 19. Copyrights)

A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).

B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.

C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

10. RECORDS (replaces UTC-220 Provision 16. Audit)

A. Communications, grant related documents, data, original receipts, and invoices must be retained by the Grantee for seven (7) years beyond the final invoice date, and shall be made available to CDA upon request.

B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.

C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts,

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

documents, and records for five years following project termination or issuance of final payment, whichever is later.

D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:

   i. The disposition of the proceeds of CDA funding assistance;

   ii. The total cost of the project in connection with such assistance that is given or used;

   iii. The amount and nature of that portion of the project cost supplied by other sources; and

   iv. Any other such records that will facilitate an effective audit.

E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.

F. The Grantee shall use a generally accepted accounting system as outlined within the Guide.

11. PROJECT TERMINATION (Replaces UTC-220 Provision 7. Termination)

A. Project Termination refers to the non-completion of a Grant scope. Any grant funds that have not been expended by the Grantee shall revert back to CDA.

B. The Grantee may unilaterally rescind this Agreement at any time prior to commencement of the project. The commencement of the project means the date of the letter notifying Grantee of the award or when the funds are appropriated, whichever is later. After project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and CDA, unless the provisions of this agreement provide that mutual agreement is not required.

C. Failure by the Grantee to comply with the terms of any legislation applicable to the grant, and/or this Agreement, specified or general, that Grantee has entered into with CDA, may be cause for suspension of all obligations of CDA until CDA determines such failure was due to no fault of the Grantee. In such case, CDA may reimburse Grantee for eligible costs properly incurred in performance of this Agreement despite non-performance of the Grantee. To qualify for such reimbursement, Grantee agrees to mitigate its losses to the best of its ability.

D. Any breach of any term, provision, obligation or requirement of this Agreement by the Grantee shall be a default of this Agreement. In the case of any default by Grantee, CDA shall be entitled to all remedies available under law and equity, including, but not limited to: specific performance; return of all grant monies; payment to CDA of the fair market value of the project

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

property or actual sales price, whichever is higher; and payment to CDA of the costs of enforcement of this Agreement, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

E. The Grantee and CDA agree that if the Grant Scope includes development, final payment may not be made until the work described in the Grant Scope is complete.

12. ASSIGNABILITY

Without the written consent of CDA, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

13. WAIVER

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.

14. APPLICABLE LAW (replaces UTC-220 Provision 26. Governing Law)

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

15. AMENDMENTS (replaces UTC-220 Provision 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 verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement sand restrictions of this paragraph.

16. NON-DISCRIMINATION CLAUSE (Replaces UTC-220 Provision 25. Nondiscrimination)

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

Attachment: C23-040 FE-A23-0057-S001 Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with CSUC Research

SUBAWARD

SUBAWARO NUMBER	AM NO
A23-0057-S001	AM 1
SUBRECIPIENT IDENITFICATION NUMBER	
23-0048	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises** , hereafter called Prime Recipient, and

SUBRECIPIENT'S NAME

Colusa County ,hereafter called Subrecipient.

Prime Recipient has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), grant # NI-2223-03, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. Prime Recipient has identified Subrecipient to receive funds for the described purpose under this grant.

Original Term:
The Term of this Subaward shall commence 1/1/2023 and will end 12/31/2023.

Amended Term:
The Term of this Subaward shall commence 1/1/2023 and will end 09/30/2024.

All other Terms and Conditions of the original subaward will remain the same.

his Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT	*SUBRECIPIENT*
Chico State Enterprises	**Colusa County**
BY (AUTHORIZED SIGNATURE) DATE	By (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Wendy G. Tyler, County Administrative Officer
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 547 Market Street, Suite 102 Colusa County wtyler@countyofcolusa.com

MOUNT ENCUMBERED BY THIS DOCUMENT	OTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$0.	$86,200.	SP-73264-01

Attachment: PE-Infrastructure Grant A23-0057-S001 AM1-Colusa County (9523 : Senior Nutrition Subaward Agreement Amendment 1 with

COUNTY OF COLUSA, CA

3.6

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: **Approve Modification No. 1 (Agreement #21-5065) with the California Department of Social Services (CDSS) for adoption services on behalf of Colusa County.**

Approve Modification No. 1 (Agreement #21-5065) with the **California Department of Social Services (CDSS)** for adoption services on behalf of Colusa County.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) has contracted with CDSS for delivery of adoption services as there are no adoption agencies within the county to provide these services.

The purpose of this amendment is to provide clarifying language for the requirements related to the Indian Child Welfare Act, monthly visitations, prospective adoptive parent criminal clearance records, prospective adoptive parent and child assessments and the invoice process. A few edits were also made to address the format of the contract language. All changes are reflected as bold and underlined and deletions as a strikethrough.

In addition to the above, the Resource Family Approval (RFA) Scope of Work for the Family Evaluation and Home Health and Safety Assessment services and invoice procedures will be added to this contract effective July 1, 2024. Currently, there are two separate contracts with CDSS that are managed by two different branches, one contract is for the Agency Adoption Services and the other is for the RFA services. The goal is to merge the two contracts into one contract and the contract will be managed by the Adoption Services Branch.

This modification #1 is a full replacement of the agreement entered into on October 26, 2021. However the State requires it be a modification.

Prior Board Action

Agreement C21-186 was approved by the Colusa County Board of Supervisors on October 26, 2021.

Fiscal Impact/Funding Source

No impact to County General Fund as services are covered through state funding.

Action for the Clerk

Please send a scanned copy of the fully executed agreement amendment to:

Marta Platt, Adoption Services Branch

California Department of Social Services

Marta.Platt@DSS.ca.gov

Please cc Kirill Obraztsov at DHHS in communication with CDSS.

ATTACHMENTS:

- C21-186 California Department of Social Services (CDSS)(21-5065) (PDF)
- Colusa County Exhibit A (DOCX)
- Colusa County Exhibit A-1(DOCX)
- Colusa County Exhibit A-2(DOCX)
- Colusa County Exhibit B (DOCX)
- Colusa County Contract Signature Page (DOCX)

EXHIBIT A
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to Colusa County Department of Health and Human Services, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (WIC) Section 16130 and in accordance with Title 22 California Code of Regulations (CCR) Sections 35127.1 through 35231. The CDSS will provide the following adoption services:

A. Consult and review of children in out of home care who need permanence through adoption.

B. Assess and provide a written analysis of the adoptability of a child pursuant to WIC Sections 361.5, 366.21, 366.22 or 366.25.

C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.

D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.

E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court, when applicable.

F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the WIC Section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.

G. Match and place children for adoption with a licensed or approved caregiver.

H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.

I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the California Code of Regulations, Child Welfare Services Manual of Policies and Procedures, Division 31-320.

J. Supervise adoptive placements until finalization and provide post adoptive placement services to families.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

K. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., WIC Sections 16115-16123 and Title 22 CCR Section 35325 et seq).

L. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Promote permanence for children who are in out of home care.

B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out of home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, licensing or Resource Family Approval (RFA) written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.

C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.

D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.

E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.

F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.

G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.

H. Ensure payment of AAP benefits in compliance with Title 22 CCR Section 35325 et seq.

I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.

J. Provide other appropriate and necessary coordination as needed.

K. Services for the child before a permanent plan is determined.

1. The County and the CDSS Will:

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

a. Jointly assess the child pursuant to WIC Section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by WIC Section 366.21, the 18-month review hearing required by WIC Section 366.22, and the 24-month review hearing required by WIC Section 366.25, as appropriate.

c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

2. The County Will:

a. Complete the RFA application approvals.

b. Refer children in out of home care for a joint assessment prior to FR services being terminated.

c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history, including dates and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.

d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete process of notifying all possible tribes and documenting this in court.

e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.

f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.

g. Provide a written referral to the CDSS when FR services are not ordered (WIC Section 361.5), when FR services are terminated due to an order by the court (WIC Section 360 if applicable, or Sections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

h. Until otherwise notified by the CDSS, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.

i. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.

j. Work with the CDSS to prepare a report for the WIC Section 366.26 hearing. The County social worker's portion of the report will include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) A review of the amount and nature of contact between the child and parent(s) since placement.

(3) A summary of current search efforts for any absent parent.

(4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.

k. Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.

l. Retain case management responsibility until finalization of the adoption or dismissal of dependency.

(1) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the California Code of Regulations, Child Welfare Services Manual of Policies and Procedures, Division 31-320.

m. Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for WIC Sections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

n. Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.

o. Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.

p. Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.

q. Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.

3. The CDSS Will:

a. Assess the child with the County pursuant to WIC Section 361.5 (g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.

b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by WIC Section 366.21, the 18-month review hearing required by WIC Section 366.22, and the 24-month review hearing required by WIC Section 366.25, as applicable.

c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

f. Provide assessment of the child before the WIC Section 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

g. Work with the County to prepare a report for the WIC Section 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.

h. Be available for contested WIC Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.

j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code Section 8616.5.

k. Prepare the child for adoption. (This may or may not include a placement change.)

l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out of state.

m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.

n. Promptly notify the County of the date of adoptive placement and the date foster care payment is discontinued. These events may not necessarily occur on the same date.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to WIC Section 366.26(j), until finalization of the adoption.

q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its report whether the post adoption contact agreement is in the child's best interest.

r. Confirm in writing to the County that the adoption is finalized and request dependency be dismissed. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.

s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.

t. Conduct other appropriate and necessary permanency planning activities as needed.

u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.

v. Pursuant to Title 22 CCR § 89179(a), the adoption agency shall maintain adequate case records.

L. Services for the child after a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to WIC Section 366.3(d).

b. Prior to placement, or as soon thereafter as possible, jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.

2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

3. The County Will:

   a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.

   b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted will be needed.

   c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

4. The CDSS Will:

   a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

   b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.

   c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the WIC Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

      The case progress report may include:

      (1) A summary of contacts.

      (2) Adjustment of the child to the adoptive home.

      (3) Specific circumstances or problems that affect the child or the placement.

      (4) Progress made in the adoption process.

      (5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV. PROJECT REPRESENTATIVE

The Project Representatives during the term of this Contract will be:

Marta Platt
California Department of Social Services
Adoptions Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
Ph: (916) 651-8106
Fax: (916) 651-8149
Marta.platt@dss.ca.gov

Donna Dennis
Colusa County
Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
Ph: (530) 458-0290
Fax: (530) 458-2664
Donna.Dennis@colusadhhs.org

Changes to the Project Representative information may be made 15 calendar days in advance by written notice to the other Party and shall not require an amendment to this Contract.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

IN WITNESS WHEREOF, the parties hereto have executed this Contract as set forth below:

COUNTY OF COLUSA

Gary J. Evans, Chair
Board of Supervisors Non-IT Contracts Section

10/26/21
Date

CDSS

Marissa Enos, Chief, Non-IT Contracts Section

9/17/2021
Date

APPROVED AS TO FORM:

Richard Stout, County Counsel

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

By
Melissa Kitts, Deputy

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Indemnification

   a. Claims Arising from Acts or Omissions of the County of Colusa.

      The County of Colusa (hereinafter collectively referred as the County), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

   b. Claims Arising from Acts or Omissions of the California Department of Social Services.

      The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Contract. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship of the Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Contract does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit D) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Exhibit D, incorporated herein by reference.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

4. Maintenance of Records

The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention of Records for Audit Purposes

The CDSS shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made for the initial Term and for each subsequent renewal, thereafter. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to ensure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title to Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

9. Change in Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time is of the Essence

Time is of the essence for the performance of the services of this Contract. Each Party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

11. Time

Each of the Parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither Party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

13. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

15. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Contract

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this Contract within the meaning of California Civil Code Section 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

18. Entire Contract

This Contract is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

19. Budget Statement

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of $6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the $6 million general fund was based on a percent to total of each county's specific combined 12-year average of child and family referrals to the CDSS' Adoptions Regional Offices that have been providing Agency adoption services to these counties.

a. Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the Agency adoption services, CDSS will invoice each on a weekly cost per case basis of $62 based on the county specific distribution provided in CFL No. 11/12-18. The CDSS will invoice the County quarterly the total cost for each active child case and each family case referred to the CDSS' Adoptions Regional Office for adoption services. This rate

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

would be claimed up to but not exceeding Forty-Four Thousand, Nine Hundred and Seventy-Eight Dollars ($44,978), in any Fiscal Year.

20. Term of Contract

Subject to earlier termination as provided for in number 21 below, the term of this Contract shall commence on July 1, 2021 and continue in full force and effect for five (5) years, hereinafter referred to as the "Initial Term". Thereafter, this Contract shall automatically renew for successive three (3) year periods unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Initial Term, or any renewal thereof, that it does not wish to extend this Contract. The Initial Term and any renewal are collectively referred to as the "Contract Term."

To ensure that the Contract continues to reflect current law and services being provided through the Initial Term and renewals, it is the intent of the Parties that the terms and conditions of the Contract be reviewed and, if necessary, amended prior to the end of the Initial Term of the contract and prior to end of each subsequent renewal.

21. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 22 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

22. Notice

Notices to the Parties in connection with the administration of this Contract shall be given to the Parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, page 9, Section IV.

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section IV, with first-class postage fully prepaid; or

c. On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section IV, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative as specified in Section IV, on the same day as the facsimile transmission is made.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

23. Partial Invalidity

Should any part, term, portion, or provision of this Contract be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

24. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit A, Scope of Work, Page 9, in Section IV.

25. Waiver

Waiver by either Party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Contract. However, neither Party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

26. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

27. Binding on Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the Parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

28. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

29. Independent Advice

Each Party represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such Party willingly foregoes any such consultation.

30. No Reliance on Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Contact, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

31. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

32. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

33. Confidentiality

The CDSS and County staff will comply with the provision of WIC Section 10850 and Family Code Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

The County and CDSS' Adoptions Regional Office will each maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

34. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Contract to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

36. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-521, Sacramento, CA 95814.

37. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

38. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

39. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

40. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

41. Identifying Agreed Upon Changes to the Contract

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract to be deleted by the amendment and no longer applicable to the Contract; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

Exhibit C

July 01, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim withthe Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov

Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

Exhibit D

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self- insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

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Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES Governor Gavin Newsom

STATE OF CALIFORNIA
AUTOMOBILE LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

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Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

C21-186

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 01, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

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Sincerely,

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Attachment: C21-186 California Department of Social Services (CDSS)(21-5065) (9546 : Agreement Amendment for Adoption Services with

EXHIBIT A
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to Colusa County Department of Health and Human Services, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (WIC) ~~S~~**S**ection 16130 and in accordance with Title 22 California Code of Regulations (CCR) ~~S~~**S**ections 35127.1 through 35231. The CDSS will provide the following adoption services:

A. Consult and review of children in out of home care who need permanence through adoption.

B. Assess and provide a written analysis of the adoptability of a child pursuant to WIC ~~S~~**S**ections 361.5, 366.21, 366.22 or 366.25.

C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements, and related services.

D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.

E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court, when applicable.

F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the WIC ~~S~~**S**ection 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.

G. Match and place children for adoption with a licensed or approved caregiver.

H. Review and provide medical and social background information concerning a child and their birth parents to adoptive parents at the time of the adoptive placement.

I. Retain adoption case management responsibility until finalization of the adoption or dismissal of dependency.

(1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

(2) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the ~~California Code of Regulations,~~

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

~~Child Welfare Services~~ **CDSS** Manual of Policies and Procedures **(MPP)**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

J. Supervise adoptive placements until finalization and provide post adoptive placement services to families.

K. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., WIC ~~S~~**s**ections 16115-16123 and Title 22 CCR ~~S~~**s**ection 35325 et seq).

L. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Promote permanence for children who are in out of home care.

B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out of home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns, licensing or Resource Family Approval (RFA) written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.

C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.

D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.

E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.

F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.

G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.

H. Ensure payment of AAP benefits in compliance with Title 22 CCR ~~S~~**s**ection 35325 et seq.

I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

J. Provide other appropriate and necessary coordination as needed.
K. Services for the child before a permanent plan is determined.

1. The County and the CDSS Will:

a. Jointly assess the child pursuant to WIC ~~S~~section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.

b. Jointly assess the child approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~section 366.21, the 18-month review hearing required by WIC ~~S~~section 366.22, and the 24-month review hearing required by WIC ~~S~~section 366.25, as appropriate.

c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

2. The County Will:

a. Complete the RFA application approvals.

b. Refer children in out of home care for a joint assessment prior to FR services being terminated.

c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including dates and places of marriage and divorce. ~~Also, obtain birth records on the child as soon as possible.~~

(1) Obtain birth records on the child as soon as possible.

d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete **the** process of notifying all possible tribes and documenting this in court. **All required forms are to be completed pursuant to CA Rule of Court 5.481; 25 C.F.R. §23.107(c); Family Code sections 177(a) and 180; Probate Code sections 1459.5(b) and 1460.2; and WIC sections 224.2 and 224.3. The county shall provide, to the CDSS, copies of the court filed Judicial Council forms: ICWA-010(A) (Indian Child Inquiry Attachment), ICWA-030 (Notice of Child Custody Proceeding for Indian Child) and ICWA-020 (Parental Notification of Indian Status).**

(1) Inquiry should be thoroughly documented in the case file and on the ICWA-010(A) form.

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

(2) When there is reason to know the child is or may be an Indian child, the ICWA-030 form shall be completed.

i. There is "reason to know" the child is an Indian child whenever anyone informs the court or agency that the child is an Indian child, the residence or domicile of the child or parents or Indian custodian is on a reservation or in an Alaska Native village, anyone informs the court or agency that it has information indicating the child is an Indian child, the child is or has been under the jurisdiction of a tribal court, or the child or parent(s) possess an identification card indicating membership or citizenship in an Indian tribe. The ICWA-030 form must be completed anytime there is reason to know the child is an Indian child, even if a Tribe confirms informally that a child is eligible for membership.

(3) Parents or guardians must complete the ICWA-020 form at their first court appearance).

i. If the parent, Indian custodian, or guardian does not appear at the first hearing, or is unavailable at the initiation of a proceeding, the court must order the person or entity that has the inquiry duty pursuant to the CA Rule of Court 5.481(a)(3) to use reasonable diligence to find and inform the parent, Indian custodian, or guardian that the court has ordered the parent, Indian custodian, or guardian to complete the ICWA-020 form.

e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.

f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact the CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.

g. Provide a written referral to the CDSS when FR services are not ordered (WIC ~~S~~**s**ection 361.5), when FR services are terminated due to an order by the court (WIC~~)~~ ~~S~~**s**ection 360**,** if applicable, or ~~S~~**s**ections 366.21, 366.22 or 366.25), or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS, in order to carry out adoption services, including the RFA written report when the child is placed with an approved Resource Family.

h. **Until otherwise notified by the CDSS, provide a written summary of the Department of Justice criminal record clearance(s) for all prospective adoptive parent(s) and all other adults residing in the home, when requested by the CDSS.**

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~~i. Until otherwise notified by the CDSS, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by the CDSS.~~

~~j. Until otherwise notified by the CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by the CDSS.~~

~~k.~~ **i**. Work with the CDSS to prepare a report for the WIC ~~S~~**s**ection 366.26 hearing. The County social worker's portion of the report will include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) A review of the amount and nature of contact between the child and parent(s) since placement.

(3) A summary of current search efforts for any absent parent.

~~(4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).~~

~~(5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.~~

~~k.~~ **j.** Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.

~~l.~~ **k.** Retain case management responsibility until finalization of the adoption or dismissal of dependency.

(1) When the CDSS has exclusive care and control of the child, pursuant to a court order or contract with a County, the County Social Worker shall continue to visit with the child every month while the CDSS Adoptions Specialist is required to visit with the child at least every 90 days.

(2) After a court order terminating parental rights to the child, and once the CDSS assumes exclusive care and control of the child, the County may use the CDSS Adoption Specialist's in-person visit as a county contact if the visit meets the requirements contained in ACL 19-87 and the

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~~California Code of Regulations, Child Welfare Services Manual of Policies and Procedures~~ **MPP**, Division 31-320. **This means that approximately every three (3) months, the County may rely on the contact made by the CDSS for visitation compliance purposes, if the requirements contained in ACL 19-87 and MPP 31-320 are met.**

~~m.~~ **l**. Send notice of hearing, the social worker's court report, and the judge's court orders to the CDSS' Adoptions Regional Office for WIC ~~S~~**s**ections 360, 361.5(g), 366.21, 366.22, 366.25, and 366.26 hearings, as applicable, and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.

~~n.~~ **m.** Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.

~~o.~~ **n**. Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP reassessment forms as required.

~~p.~~ **o.** Send all court orders to the CDSS within 30 calendar days after the date of the court hearing.

~~q.~~ **p.** Transfer primary assignment on the CWS/CMS or the CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.

3. The CDSS Will:

a. Assess the child with the County pursuant to WIC ~~S~~**s**ection 361.5(g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.

b. Assess the child with the County approximately 90 days before the 6-month and 12-month review hearings required by WIC ~~S~~**s**ection 366.21, the 18-month review hearing required by WIC ~~S~~**s**ection 366.22, and the 24-month review hearing required by WIC ~~S~~**s**ection 366.25, as applicable.

c. Prior to placement, or as soon thereafter as possible, review with the County the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely.

(1) Provide a preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.

e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.

f. Provide assessment of the child before the WIC ~~S~~**S**ection 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

(1) Provide documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation for seeking adoption, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

g. Work with the County to prepare a report for the WIC ~~S~~**S**ection 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:

(1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.

(2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).

(3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.

h. Be available for contested WIC ~~S~~**S**ection 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.

i. If the juvenile court identifies adoption as a permanent goal, it can, without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child **for** whom the court determines is difficult to place for adoption and there is no identified adoptive

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.

j. Provide information concerning adoption to prospective adoptive parents including the availability of, and requirements for, post adoption contact agreements, pursuant to Family Code ~~S~~**s**ection 8616.5.

k. Prepare the child for adoption. (This may or may not include a placement change.)

l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out of state.

m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and, signing adoption placement documents or signing documents to change the child's current foster placement status to adoption.

n. Promptly notify the County of the date of adoptive placement and the date foster care payment is discontinued. These events may not necessarily occur on the same date.

o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and reassess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

p. Assume exclusive care and control of the child, for the purpose of supervising the adoptive placement pursuant to WIC ~~S~~**s**ection 366.26(j), until finalization of the adoption.

q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its**'** report whether the post adoption contact agreement is in the child's best interest.

r. Confirm in writing to the County that the adoption is finalized. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.

s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.

t. Conduct other appropriate and necessary permanency planning activities as needed.

u. When appropriate, the CDSS may decide to participate in case appellate work, including, but not limited to, filing appeal briefs.

v. Pursuant to Title 22 CCR **sections** ~~§~~ 89179(a), the adoption agency shall maintain adequate case records.

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

w. Provide post permanency services using the federal Adoption and Legal Guardianship (ALG) incentive payments program funds.

L. Services for the child after a permanent plan is determined.

1. The County and the CDSS Will:

   a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to WIC ~~S~~**s**ection 366.3(d).

   b. Prior to placement, or as soon thereafter as possible, jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child.

2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.

3. The County Will:

   a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.

   b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the adoption agency to carry out its functions. Only documents not previously submitted will be needed.

   c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

4. The CDSS Will:

   a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.

   b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.

   c. Provide case progress reports to the County 21 calendar days prior to each 6-month review following the WIC ~~S~~**s**ection 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

      The case progress report may include:

      (1) A summary of contacts.

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

(2) Adjustment of the child to the adoptive home.

(3) Specific circumstances or problems that affect the child or the placement.

(4) Progress made in the adoption process.

(5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV: PROJECT REPRESENTATIVE

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

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County
Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the project representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: Colusa County Exhibit A (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

EXHIBIT A-1
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and the CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Family Evaluation services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): Definitions, 3-01; Forms, 3-02; RFA Program Requirements, 4-02(g); County Reporting Requirements, 4-03; Confidentiality, 4-04; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Family Evaluation, and changes that may affect the evaluation.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

B. As needed, communicate the general progress of the Family Evaluation that may affect the work provided by each Party, which includes the potential inability to complete the evaluation.

C. Establish mutually agreed upon timelines for the completion of the Family Evaluation.

D. Comply with the applicable laws and the RFA WD relevant to Family Evaluations.

Attachment: Colusa County Exhibit A-1 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Family Evaluation.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. In the case of an Indian child, notify the Tribal representative(s) of the referral to the RO for a Family Evaluation. In the referral form to the RO, provide the Tribal representative(s) the RO contact information.

d. Provide all necessary documents as they become available to the RO to conduct a Family Evaluation, to include, but not limited to, RFA applications, home health and safety assessment, training records, health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles records, and employment verifications.

e. Notify Resource Family applicants that the County may share confidential information with the CDSS to conduct a Family evaluation and that the CDSS will perform the evaluation for the County.

f. The County shall retain the closed Family Evaluation file in accordance with the retention policies as set forth in Article 10, section 10-05 of the RFA WD. Access to a copy of the Family Evaluation file shall be made available to the CDSS upon request in the event of audit, or as required or permitted by law.

g. For each request of the Family Evaluation file, as noted in subsection (e) above, the County shall provide a copy of the file within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Family Evaluation to a CDSS Adoptions Specialist.

b. Conduct an evaluation of Resource Family applicants according to the WD 6-05: Family Evaluation. The evaluation is to be initiated within two weeks of being assigned.

c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WD 6-05(a)(2).

d. In the case of an Indian child, collaborate with the Tribal representative(s) to schedule mutually agreeable dates and times for any in-person assessments and

Attachment: Colusa County Exhibit A-1 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

document all contacts and attempted contacts with the Tribal representative(s) as specified in RFA WD 6-05(a), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

e. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary.

   (1) Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.

f. Prepare a written Family Evaluation that includes an evaluation of the information obtained during the evaluation of the Resource Family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the evaluation.

g. Provide the County with the written Family Evaluation report within 60 days of receipt of the referral, with priority for completed evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.

h. Ensure all records provided to the CDSS by the County and all information obtained and used to conduct a Family Evaluation are kept confidential as specified in RFA WD 4-04: Confidentiality.

i. Provide a copy of the Family Evaluation file upon request of the County staff responsible for the provision of RFA services.

j. Provide an Adoptions Specialist to testify as to the Family Evaluation if the results of an evaluation are at issue during an administrative hearing.

k. Absent pending litigation or other good cause identified by the CDSS shall retain the records of the Family Evaluation for 90 days after an evaluation is provided to the County.

   (1) Thereafter, the original Family Evaluation file shall be securely delivered to the County and a copy shall be made and maintained by the CDSS for five years pursuant to the RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

Attachment: Colusa County Exhibit A-1 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

1. Conflict of Interest:

a. The Adoptions Specialist conducting Family Evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.

b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.

(1) If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Family Evaluation to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

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

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
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916 651-8089
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Donna Dennis
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Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the project representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: Colusa County Exhibit A-1 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

EXHIBIT A-2
(Standard Agreement)

I. SCOPE OF WORK

The California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to County of Colusa, (hereinafter referred to as County), Resource Family Approval (RFA) services pursuant to California Welfare and Institutions Code (WIC) section 16519.5 et seq. California Government Code section 30029.7, subdivision (a)(3) allows for the County and CDSS to enter into an agreement for the CDSS to provide services or activities related to RFA. The County and the CDSS have identified certain services or activities to be provided by the CDSS to expedite the delivery of services to children and nonminor dependents who reside or may reside in a Resource Family home. The CDSS shall provide Home Health and Safety Assessment services on behalf of the County, in part or in full.

A. The CDSS will adhere to the requirements specified in WIC section 16519.5 and the current RFA Written Directives (WD): 6-02: Home Environment Assessment, paragraph (a)(2); Form: Resource Family Home Health and Safety Assessment Checklist (RFA-03) and required summary.

(1) WD means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. The WD have the same force and effect as regulations, ensures the same standards for RFA are applied statewide, and the county implementation of policies or procedures do not conflict with or attempt to supersede the WD.

a. WD Version 8 was used as a reference in creating this agreement. The WD may be revised by the CDSS during the term of this Agreement and all revised versions shall be in effect from the date of revision.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

A. Exchange information about Resource Family applicants and keep each Party informed of general progress in the Home Health and Safety Assessment, and changes that may affect the assessment.

(1) This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective Resource Family.

B. As needed, communicate the general progress of the Home Health and Safety Assessment that may affect the work provided by each Party, which includes the potential inability to complete the assessment within 60 days.

C. Establish mutually agreed upon timelines for the completion of the Home, Health, and Safety Assessment when such cannot be completed within 60 days.

D. Comply with the applicable laws and the RFA WD relevant Home Health and Safety Assessments.

Attachment: Colusa County Exhibit A-2 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

E. Provide other appropriate and necessary coordination as needed.

1. The County Will:

a. Refer Resource Family applicants to the appropriate CDSS' Regional Office (RO) for a Home Health and Safety Assessment.

b. Provide, in a timely manner, all necessary documents to the RO, using a secure or encrypted format, or a secure file transfer protocol.

c. Notify Resource Family applicants that the CDSS will perform the Home, Health, and Safety Assessment for the County.

d. In the case of an Indian child, notify the Tribal representative of the Home Health and Safety Assessment referral to the RO. Provide the Tribal representative contact information to the RO, and a copy of the RFA 03 form for review.

e. Conduct the background checks and related activities as described in the RFA WD: 6-03A.

f. For items identified as incomplete or "Follow Up Needed" on the RFA 03 form, the County shall be responsible for verifying completion prior to approval of the Resource Family.

g. The County shall retain the closed Home Health and Safety Assessment file in accordance with the retention policies set forth in the RFA WD: Article 10,10-05.

(1) A copy of the Home Health and Safety Assessment section of the Resource Family file shall be made available to the CDSS upon request due to a review or audit, or as required by law, or court order.

(2) For each request of the Home Health and Safety Assessment, the County shall provide a copy within 10 business days, unless the request is identified as urgent. The County shall use its best efforts to provide a copy within the period identified by the CDSS for an urgent request.

2. The CDSS Will:

a. Within five business days, the Adoptions Supervisor will assign the Home Health and Safety Assessment to a Adoptions Specialist.

b. Conduct a Home Health and Safety Assessment according to the RFA WD: 6-02(a)(2). The assessment is to include a health and safety assessment of the home and grounds, outdoor activity space, storage areas of the applicant's home, and a completed Resource Family Home Health and Safety Assessment Checklist (RFA-03) form. The determination of compliance with certain sections of Article 11 of the RFA WD and if applicable, 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.

Attachment: Colusa County Exhibit A-2 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

c. In the case of an Indian child, collaborate with the Tribal representative to schedule mutually agreeable dates and times for any in-person assessments and document all contacts and attempted contacts with the Tribal representative as specified in the RFA WD: 6-02(b), including informing the Tribal representative of the outcomes, verbally or in writing, of any interview or meeting for which the Tribal representative was unable to participate.

d. Prepare a summary of the Home Health and Safety Assessment in a written format that includes an evaluation of the information obtained of the assessment of the resource family applicant's home and property, e.g., if there are items that needed to be repaired or purchased.

e. The CDSS will provide the County the written summary report and the completed original RFA-03 form, within 60 days of receipt of the referral from the County.

f. Ensure all records provided to the CDSS by the County, and all information obtained and used to conduct a Home Health and Safety Assessment are kept confidential as specified in the RFA WD 4-04: Confidentiality.

g. Provide for a copy of the Home Health and Safety Assessment file upon request of the County staff responsible for the provision of RFA services.

h. Provide an Adoptions Specialist to testify as to the Home Health and Safety Assessment if the results of an assessment are at issue during an administrative hearing.

i. Absent pending litigation or other good cause identified by the CDSS shall retain the records of Home Health and Safety Assessment for 90 days after an assessment is provided to the County. Thereafter, the original Home Health and Safety Assessment file shall be securely delivered to the County. A copy shall be made and maintained by the CDSS for five years, pursuant to RFA WD 10-05: Resource Family File.

III. CONFLICT RESOLUTION

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.

B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.

C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.

Attachment: Colusa County Exhibit A-2 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

1. Conflict of Interest:

a. The Adoptions Specialist conducting Home Health and Safety Assessment shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest.

b. The Adoptions Specialist shall be directed to RFA WD 4-02(g) to identify any conflict of interest.

(1) If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to their supervisor, who may transfer responsibility for the Home Health and Safety Assessment to another Adoptions Specialist.

IV: PROJECT REPRESENTATIVE

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

Marta Platt
California Department of Social Services
Adoption Policy and Support Bureau
744 P Street, MS 8-12-521
Sacramento, CA 95814
916 651-8089
Marta.Platt@dss.ca.gov

Donna Dennis
Colusa County
Department of Health and Human Services
251 E. Webster Street
Colusa, CA 95932
530 458-0290
Donna.Dennis@colusadhhs.org

Changes to the project representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.

Attachment: Colusa County Exhibit A-2 (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Indemnification

   a. Claims Arising from Acts or Omissions of the County of Colusa

   The County of Colusa (hereinafter collectively referred as the County), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

   b. Claims Arising from Acts or Omissions of the California Department of Social Services

   The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this contract. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship of the Parties

   The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Contract does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

   The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

   The CDSS' self-insurance for liabilities (Exhibit D) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Exhibit D, incorporated herein by reference.

4. Maintenance of Records

   The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention of Records for Audit Purposes

The CDSS shall maintain and preserve all records related to this Contract for a period of three years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title to Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

9. Change in Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time is of the Essence

Time is of the essence for the performance of the services of this Contract. Each Party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

11. Time

Each of the Parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither Party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

13. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

15. Prohibition Against Assignment and Delegation of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. Negotiated Contract

This Contract has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this Contract within the meaning of California Civil Code Section 1654.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Contract are declared to be severable.

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

18. Entire Contract

This Contract is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Contract except as are expressly stated in writing in this Contract or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

19. Budget Statement

Agency Adoption Services

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of $6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the $6 million general fund was based on a percent to total ~~of~~ **share of open cases as of July 2011 within** ~~each county's specific combined 12-year average of child and family referrals to~~ the CDSS' Adoptions Regional Offices that ~~have been providing~~ **had provided** Agency adoption services to these counties.

Adoption and Legal Guardianship Incentive Payments

The Adoption and Legal Guardianship (ALG) Incentive Payments program provides payment of adoption incentive funds to counties for increasing the number of children adopted from the public foster care system as well as incentive payments for exits from foster care to legal guardianship. This funding is allocated to counties for the following categories: adoptions, guardianship, pre-adolescent adoption and guardianship, older child adoption and guardianship. The provisions in Welfare and Institutions Code section 16131.5 (b) and (c) states the department, when it serves or acts as the adoption agency for a county, shall use adoption and guardianship incentive payment funds to improve or sustain legal permanency outcomes for older children.

- **The adoption incentive payments received upon appropriation by the Legislature in the annual Budget Act or another statute, shall be allocated by the State Department of Social Services to the department for a county in which the department serves or acts as an adoption agency for a county, based on documented increases in legal permanency outcomes for older children achieved by each county, as determined by the department and in consultation with counties.**

- **As stated in CFL 22/23-86 a total of $372,655 is set aside from the allocations of counties that contract with CDSS to conduct post adoption services on their behalf.**

Resource Family Approval Family Evaluations and Home Health and Safety Assessments

During the term of this Agreement, and as the State Budget Act allows, the CDSS and the County may approve increases in the service levels for Resource Family Approval (RFA) Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS and increase the amount that the County shall pay the CDSS from the County's General Fund RFA allocation and the LRF.

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

- **If the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the RFA program, the RFA services stated in this Agreement shall be of no further force and effect. In this event, the CDSS 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 State Budget Act for purposes of this program, the CDSS shall have the option to either cancel the RFA services stated in this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.**

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

- **The RFA services stated in this Agreement are valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of the RFA program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of RFA services stated in this Agreement in any manner.**

- **It is mutually agreed that if the Congress does not appropriate sufficient funds for the RFA services stated in this Agreement shall be amended to reflect any reduction in funds.**

- **The CDSS, at its option, may terminate the RFA services stated in this Agreement upon 30-day's notice, or to amend the RFA services stated in this Agreement to reflect any reduction in Federal funds.**

a. **Agency Adoption Services** Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the agency adoption services, CDSS will invoice each on a weekly cost per case basis of $62 based on the county specific distribution provided in CFL No. 11/12-18. **If a specific distribution was not listed for the county, the weekly cost will be $62 per case**. The CDSS will invoice the County quarterly the total cost for each active ~~child case and each family case~~ **adoption case** referred to the CDSS' Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Forty-Four Thousand, Nine Hundred and Seventy-Eight Dollars ($44,978), **the amount of the allocation received by the County or amount negotiated by the county without an allocation** in any Fiscal Year.

b. Resource Family Approval Family Evaluations Invoicing

i. The CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of $2,020.00 per each Family Evaluation. The estimated cost to complete each Family Evaluation is $2,748.00. The federal funds share is $728.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay the CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by the CDSS that the average family evaluation greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to the CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A-1 identifies that the CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in (b) (ii), above.

c. Resource Family Approval Home Health and Safety Assessments Invoicing

i. The CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of $569.00 per each Home Health and Safety Assessment. The estimated cost to complete each Home, Health and Safety Assessment is $774.00. The federal funds share is $205.00. The CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay the CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by the CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, the CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A-2 identifies that the CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in (c)(ii), above.

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

d. The County shall be responsible for payment of the Resource Family Approval Family Evaluations and Home Health and Safety assessment services and activities provided by the CDSS in accordance with rates stated in (b) and (c) from the following sources and in the following order:

- **General Fund Resource Family Approval allocation (if such exists in the State Budget);**
- **The County's 2011 Realignment LRF;**
- **Other County funds.**

e. If the County receives services in excess of $750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

20. Term of Contract

Subject to earlier termination as provided for in number 21 below, the term of this Contract shall commence on July 1, 2021 and continue in full force and effect for five (5) years, hereinafter referred to as the "Initial Term". Thereafter, this Contract shall automatically renew for successive three (3) year periods unless either Party notifies the other Party in writing at least sixty (60) days prior to the end of the Initial Term, or any renewal thereof, that it does not wish to extend this Contract. The Initial Term and any renewal are collectively referred to as the "Contract Term."

To ensure that the Contract continues to reflect current law and services being provided through the Initial Term and renewals, it is the intent of the Parties that the terms and conditions of the Contract be reviewed and, where necessary, amended at the end of the Initial Term and upon each subsequent renewal without allowing the Contract to terminate or expire.

21. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 22 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

22. Notice

Notices to the Parties in connection with the administration of this Contract shall be given to the Parties' Project Representative personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~page 9,~~ Section IV.

b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section IV, with first-class postage fully prepaid; or

c. On the day the notice is transmitted by email to the email address as specified in Section IV, provided that an original of such notice is deposited in the United States mail,

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

addressed to the Party's Project Representative as specified in Section IV, on the same day as the email is sent.

23. Partial Invalidity

Should any part, term, portion, or provision of this Contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

24. Responsibility of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit**s** A, **A-1, A-2** Scope of Work, ~~Page 9,~~ ~~in~~ Section IV.

25. Waiver

Waiver by either Party of a breach of any covenant of this Contract will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Contract. However, neither Party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

26. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

27. Binding on Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the Parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

28. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

29. Independent Advice

Each Party represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such Party willingly foregoes any such consultation.

30. No Reliance on Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Contact, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

31. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

32. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

33. Confidentiality

The CDSS and County staff will comply with the provision of W&IC Section 10850 and Family Code Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

The County and CDSS' Adoptions Regional Office will each maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

34. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Contract to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

36. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-~~31~~ **521**, Sacramento, CA 95814.

37. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

38. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

39. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

40. Definitions

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

41. Identifying Agreed Upon Changes to the Contract Agreement

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract agreement to be deleted by the amendment and no longer applicable to the Contract agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.

Attachment: Colusa County Exhibit B (9546 : Agreement Amendment for Adoption Services with California Department of Social Services)

COUNTY OF COLUSA seeks to retain services from the CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS)

CDSS agrees to provide COUNTY OF COLUSA pursuant to the terms of this agreement.

☒Agency Adoption Services – Exhibit A

☒Resource Family Approval Family Evaluations – Exhibit A-1

☐Resource Family Approval Home Health and Safety Assessments – Exhibit A-2

☒General Terms and Conditions – Exhibit B

IN WITNESS WHEREOF, the Parties hereunto have executed this Contract on the date written below.

COUNTY OF COLUSA:

By: _____

Date: _____

CONTRACTOR:

By: _____

Date: _____

Attachment: Colusa County Contract Signature Page (9546 : Agreement Amendment for Adoption Services with California Department of Social

COUNTY OF COLUSA, CA

3.7

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Probation

FROM: Fanny Reynoso

SUBJECT: **Re-approve 1st Modification (C23-250) to MOU between the Colusa County Probation Department and the Superior Court of California, relating to pretrial services program under SB 129.**

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

Detailed Description/Background of request

On June 7, 2022 the Board approved an MOU for SB129 Pre-Trial Services Program (C22-107) wherein the Superior Court would provide 80% of their SB129 funding to the County Probation Department for the Pre-trial Release Program. On December 5, 2023 BOS approved 1st Modification to MOU (C23-250) modifying the allocation from 80% to 100%, however the Court has refused to sign the modification because we did not repeal and replace the entire section of the MOU that contained the change. The document before you does that.

Prior Board Action

C22-102 approved June 7, 2022
C23-250 approved December 5, 2023

Fiscal Impact/Funding Source

SB 129 via the Superior Court will fully fund the pretrial program, no General Fund monies will be required. The on-going annual funding is to be 100% of the allocation that the State provides to the Court under SB129.

Action for the Clerk

Return signed MOU to Court Executive Officer at 532 Oak St., Colusa, CA
Email copy of 1st Modification of MOU to Michael Rogers and Fanny Reynoso

ATTACHMENTS:

- C22-107 MOU Superior Court of California, County of Colusa (PDF)
- 1st Modification MOU Superior Court of California County of Colusa (DOCX)

MEMORANDUM OF UNDERSTANDING
BETWEEN
COLUSA COUNTY PROBATION DEPARTMENT
AND
SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

This Memorandum of Understanding ("Agreement") is effective as of June 7, 2022. This Agreement is between the Superior Court of California, County of Colusa ("COURT"), and the County of Colusa through the Colusa County Probation Department ("PROBATION"). This MOU sets forth each party's roles and responsibilities as they relate to the Pretrial Services Program under SB 129.

WHEREAS, the Court is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Services Program ("Program") under SB 129 of the Budget Act of 2021; and,

WHEREAS, the Court has declared its intent to contract with Probation for pretrial services, including risk assessments, of individuals booked into the County's Jail (Defendants) as authorized by Budget Act of 2021; and,

WHEREAS, Probation has experienced and qualified staff and contracts with service providers capable of delivering Pretrial Services to eligible individuals; and,

WHEREAS, it is the intent of the parties that such services be in conformity with the Contract and all applicable federal, state and local laws; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby enter this Pretrial Services Program Agreement (Agreement) for the provision of Pretrial Services under the following terms and conditions:

PURPOSE AND INTENT: To enable County, through Probation, to provide Pretrial Services.

GOALS of the PRETRIAL ASSESSMENT PROGRAM: To fund the implementation and operation of ongoing court programs and practices that promote the safe, efficient, fair and timely pretrial release of individuals booked into jail. The purpose of this funding is to provide courts with information and resources to support: (a) judicial officers in making pretrial release decisions that impose the lease restrictive conditions to address public safety and return to court; and (b) implementation of appropriate monitoring practices and provision of services for released individuals.

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa Superior

1. PROBATION DEPARTMENT RESPONSIBILITIES

Probation Department will perform the following services through its Pretrial Services:

A. Prepare and submit pre-release assessments of all new felony in-custody offenses and new misdemeanor in-custody offenses as specified in Sections 273.5 PC; 273.6 PC; 243(e)(1) PC and 646.9 PC.
B. Provide a probation officer in each felony pre-trial courtroom to address pretrial release questions.
C. Expand supervision of pretrial defendants on pretrial release.
D. Attempt to obtain current cellular phone numbers and email addresses from Defendants.
E. Make referrals to programs and service for Defendants who may benefit from them, based upon the assessments.
F. Send representatives to attend relevant training regarding Pretrial Services.
G. Expand the use of smartphone application Re-Connect for supervision services including, Pretrial Hearing Reminders and text messaging services.
H. Provide Court with requested data elements pursuant to Judicial Council and legislative requests.

2. COURT RESPONSIBLITIES

The Court will perform the following services:

A. Will manage data reporting requirements under the terms of the SB129 Budget Act of 2021.
B. Will provide a judicial officer at the pretrial hearings.
C. Send representatives to attend relevant training regarding Pretrial Services.

3. MUTUAL RESPONSIBILITIES

A. Court and Probation Department agree that they will establish mutually satisfactory methods for exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement and appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.
B. Court and Probation Department agree that they will establish mutually satisfactory methods for problem resolution up through the Court's and Probation's mutual chain of command, as deemed necessary.

4. GENERAL TERMS

A. Term – The term of this Agreement begins on the date this Agreement is approved by the County's Board of Supervisors and signed by the Court and County and ends June 30, 2026. This term may be extended through written amendment signed by all parties. Electronic signatures are accepted.

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa Superior

C22-107

B. Termination – Each party has the right to terminate this Agreement upon 60 days' prior written notice to the other party.
C. Alteration of Terms – It is mutually agreed that this Agreement may be modified or amended only upon written mutual consent of the parties hereto.

5. COMPENSATION TO COUNTY

A. Court will compensate County for employee salaries and benefits, services and supplies, and training utilized for the expansion of Pretrial Services.

1. One-time funding of $160,000.00 will be provided to support initial implementation of the Pretrial Release Program. This funding will be provided on a reimbursement basis and must be invoiced by the County of Colusa to the Court no later than June 30, 2024.

2. Annual ongoing funding of 80% of the amount allocated to Colusa County Superior Court by the Judicial Council's annual allocation for SB129 per fiscal year, beginning Fiscal Year 2021/2022, to operate the Pretrial Release Program. Fiscal years run July 1 to June 30 of each year. Invoices must be submitted no later than July 15 of each year for expenses incurred in the prior fiscal year.

B. Invoices shall clearly indicate and include:

- County's name, address, and remittance address, if different from the mailing address.
- Probation's accounting contact name, telephone, and e-mail address.
- The Fiscal Year of the Agreement, and the program title (Pretrial Services Program).
- The amount of reimbursement requested for each line item of expenses as described under "Work to be Performed" in Exhibit A to Court's Pretrial Services Program Application Form, or other expenses as allowed by Court and Judicial Council, including a total amount.
- All pertinent back-up documentation, including, but not limited to, time studies for staff who do not work exclusively on the project; copy of paid invoices for services and supplies purchases; and invoices for outside professional services.
- The signature(s) of the authorized County official(s).
- The total billing amount requested.
- The following certification: I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the Pretrial Services Program Agreement.

County shall submit invoices to:

Colusa County Superior Court
Attn: Fiscal Services
532 Oak Street
Colusa, CA 95932

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa Superior

C22-107

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa Superior

6. RIGHT TO MONITOR AND AUDIT

County agrees to permit Court and the Judicial Council or any of their duly authorized representatives to have access to and to examine and audit any pertinent books and records related to this Agreement.

7. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of the Agreement, the parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law. This includes any modifications required as a result of legislation and/or realignment. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

8. RECORDS AND INSPECTIONS

A. County shall keep fiscal, program, and management records. Fiscal records shall be kept in accordance with the generally accepted accounting procedures.
B. County shall maintain all records pertaining to service delivery and all fiscal, statistical, and management books and records pertaining to the Pretrial Services Program locally (within the County). Records shall be available for examination and Court and JC audit for a period of four years after final payment under the Agreement or until audits are completed and settled, whichever is later. Program data shall be retained and made available upon request or turned over to Court. Failure to maintain acceptable records per the requirements is grounds for termination of the Agreement.
C. The Court shall have reasonable access to such records during regular business hours or until the expiration of four (4) years after the furnishing of services and the right to examine and audit the same and to make transcripts therefore, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

9. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The County, Probation, and Court agree to comply with all State laws and regulations that pertain to these services including constructions, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to the Court, Probation, and County, their sub-grantees, contractors, or subcontractor, and their work.

10. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby,

and each provision of this Agreement shall be valid and be enforced to the extent permitted by law.

11. INDEMNIFICATION

The Court and County, agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expense or costs, product infringement, copyright or trade secrets, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage of liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agent, under or in connection with or arising out of any work, authority of jurisdiction delegated to such other parties under this MOU.

12. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other Confidential Information, including Data and Data Analyses, relating to the Judicial Council's or Court's operations that are designated confidential or which a reasonable person would deem to be confidential shall be protected by the other party from unauthorized use and disclosure, except that either party may disclose Confidential Information as required by law of court order, and the Court may disclose Data, Data Analyses and Deliverables as required or permitted by law to perform official duties and its obligation under this Agreement.

13. INDEPENDENT CONTRACTOR

Probation and the County, as well as its agents, associates and employees, are and shall be considered to be independent contractors, independent of the Court. Nothing in this MOU is intended to, or shall be construed to, create an employer-employee relationship, a joint venture relationship, or an agency relationship, or to allow the Court to exercise direction or control over the professional manner in which Probation or the County, performs the services which are the subject matter of this MOU. However, the services provided by Probation, shall be provided in a manner consistent with the standards governing such services and the provisions of this MOU.

In performing services under this MOU, Probation and the County, its agents, associates and employees shall not be entitled to any of the benefits or rights accruing to a Court officer or employee.

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa Superior

C22-107

As between the County, Probation and the Court, all parties exclusively assume the responsibility for its own acts and the acts of their agents, associates and employees as they relate to the services to be provided during the course and scope of this sub-contract.

14. NOTICES

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid or by giving such notice by personal service addressed as follows:

COUNTY c/o	COURT c/o
County Administrative Officer, or designee 547 Market Street, Room 102 Colusa, CA 95932	Court Executive Officer, or designee 532 Oak Street Colusa, CA 95932

15. APPLICABLE LAW

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties thereunder is subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

Notwithstanding any other provisions of this Agreement, any dispute concerning any questions of fact or law arising under this Agreement, which is not disposed of by agreement between the parties shall be decided by a different court of competent jurisdiction of the State of California, other than the Superior Court in the County of Colusa.

16. WAIVER OF TERMS

No waiver of any term, condition, or covenant of this Agreement, by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

17. PERSONNEL

It is expressly understood that Court employees are not the employees of the County.

18. EQUAL EMPLOYMENT OPPORTUNITY

County and Court shall comply with U.S. Executive Order 1126 entitled, 'Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CAR Part 60).

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa Superior

C22-107

19. COPIES OF AGREEMENT

This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

COLUSA COUNTY SUPERIOR COURT

By: Elia J Valencia
Court Executive Officer,
Colusa County Superior Court

COUNTY OF COLUSA, PROBATION DEPARTMENT

By:
Chief Probation Officer,
County of Colusa, State of California

COUNTY OF COLUSA

By
County Administrative Officer,
County of Colusa, State of California

Attachment: C22-107 MOU Superior Court of California, County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa Superior

C23-

FIRST MODIFICATION TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COLUSA COUNTY PROBATION DEPARTMENT AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF COLUSA

This First Modification to the Memorandum of Understanding is between Colusa County through the Colusa County Probation Department ("County"), a political subdivision of the State of California, and the Superior Court of California, County of Colusa ("COURT").

Background

On June 7, 2022 the parties executed MOU No. C22-107 relating to the Pretrial Services Program under SB 129.

The parties now want to modify the MOU increasing the agreed upon allocation to the Probation Department.

Modification

The parties agree to modify the MOU effective July 1, 2023, as follows:

Section 5.A.2 is deleted in its entirety and replaced with the following:

> "2. Annual ongoing funding of 100% of the amount allocated to Colusa County Superior Court by the Judicial Council's annual allocation for SB129 per fiscal year, beginning Fiscal Year 2023/2024, to operate the Pretrial Release Program. Fiscal years run July 1 to June 30 of each year. Invoices must be submitted no later than July 15 of each year for expenses incurred in the prior fiscal year."

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chairman

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

COLUSA COUNTY SUPERIOR COURT

_____Date:_____
Signature

_____
Printed Name and Title

CHIEF PROBATION OFFICER

_____Date:_____
Mike Rogers, Chief Probation Officer

Attachment: 1st Modification MOU Superior Court of California County of Colusa (9542 : Reapprove First Mod to MOU C23-250 with Colusa

COUNTY OF COLUSA, CA

3.8

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Public Works/Road Department

FROM: Michael Azevedo

SUBJECT: Approve assignment of Tee Hangar lease #22 to Sherman McPherson effective January 2, 2024.

Approve assignment of Tee Hangar lease #22 to **Sherman McPherson** effective January 2, 2024.

The Department is in receipt of a request dated November 22, 2023, from Peter Lindquist, to reassign Hangar #22, to Mr. McPherson. Staff have reviewed the request as well as the conduct and performance of all parties in and around the Colusa Airport.

Consistent with custom and practice Staff recommend honoring the request, and suggest the Board recognize the transfer of Tee Hangar #22 and authorize a new lease with current terms and conditions for said hangar, be executed with Sherman McPherson

Prior Board Action
Reassignment of Airport Operations 10/27/2020

Fiscal Impact/Funding Source
Annual hangar revenue of $1,560.

Action for the Clerk
Obtain necessary signatures and provide copies to Lessee and a copy to the Airport Manager.

ATTACHMENTS:

- Lindquist Assignment request (PDF)
- #22 Sherman McPherson (DOC)

RECEIVED
NOV 22 2023
Colusa County Public Works

PETER N. LINDQUIST
ATTORNEY AT LAW

755 MARKET ST/P O BOX 1322
COLUSA, CA 95932-1322

TELEPHONE (530) 458-8250
FACSIMILE (866) 611-9857

November 22, 2023

Michael Azevedo
Public Works Director/Airport Manager
1213 Market Street
Colusa, CA 95932

Subject: Transfer/Assignment of Hangar Lease
Hangar No. 22

Dear Mr. Azevedo:

I hereby request to transfer/assignment my lease of Hangar No. 22 to Sherman McPherson and/or Sacramento River Aviation. I believe the County is familiar with Mr. McPherson and that he is able to reasonably and adequately comply with the terms and conditions of the hangar lease.

Both Mr. McPherson and I request the transfer/assignment be effective immediately.

Thank you.

Yours very truly,

PETER N. LINDQUIST

PNL:pa

Attachment: Lindquist Assignment request (9545 : Assignment of Tee Hangar 22)

Hangar Lease Agreement

This Hangar Lease Agreement ("Lease") is between the County of Colusa, a political subdivision of the State of California ("County"), and SHERMAN McPERSON ("Lessee").

Background

A. The County owns and operates an airport approximately 1.5 miles southeast of the City of Colusa on Highway 20, known as the Colusa County Airport ("Airport").

B. Lessee wants to enter into a lease with the County.

Terms and Conditions

County and Lessee agree to the following:

1. **Lease of Premises.** County leases to Lessee the Premises described below under the terms and conditions in this Lease.

2. **Premises.** The Premises is County real property and improvements referred to as Hangar #22 on the Colusa County Airport, located at 2915 State Route 20, Colusa, California.

3. **Term.** The term of this Lease shall be January 1, 2024 to December 31, 2039 (15 years,).

A. **Term Extension.** Lessee will have a one-time automatic renewal extending this Lease for an additional 15 year term. Unless Lessee provides 90 days advance written notice to terminate, the Lease shall automatically renew for the extended term as set forth herein notwithstanding this provision, the Lease will not automatically renew if Lessee is not in full compliance with all the terms and obligations in this Lease. County will provide Lessee with advance notice of any pending renewals or lease expiration.

4. **Rent.** Starting on January 1, 2024, Lessee shall pay County rent in annual installments, as follows:

A. **Rent Amount.** The Rent shall be $1560.00 per year. County will invoice Lessee for due rent.

B. **Rent Adjustments.** Beginning on the fifth annual anniversary of January 1, 2024, and on every additional 5 year anniversary date (Adjustment Anniversary) the Rent shall increase by the total 4 year percentage change published for the month of August preceding the Adjustment Anniversary, of the Consumer Price Index for all Urban Consumers for the San Francisco- Oakland-Hayward, California metropolitan area, not seasonally adjusted, (CPI- U), as determined by the U.S. Department of Labor, Bureau of Labor Statistics. In no event will the Rent adjustment be less than zero percent. Should the CPI-U be discontinued, the index used for comparison shall be a comparable index as designated by the

Attachment: #22 Sherman McPherson [Revision 1] (9545 : Assignment of Tee Hangar 22)

Bureau. County shall provide Lessee notice of the Rent Adjustment at least 30 days prior to the adjustment date.

C. **Late Rent Payments.** Lessee acknowledges that the County incurs collection and administrative costs associated with pursuing delinquent Rent payments. Lessee agrees that it will pay the County a $100.00 late charge in addition to any Rent due if the Rent is not paid in full within 30 days following its due date. The payment or acceptance of a late charge does not act as a waiver of any right the County may have to claim a breach of the Lease or any other remedy available to the County.

D. **Location of Rent Payments.** Lessee agrees to make rent payments to:

Colusa County Airport Manager
Colusa County Department of Public Works
1215 Market Street
Colusa, CA 95932

5. **Possessory Interest Tax.** Lessee understands that it has a possessory interest in the Premises, and any related fixtures, Site Improvements, or other structures. Notice is given under California Revenue and Taxation Code Section 107.6 that Lessee may be subject to the payment of property taxes levied on such interest. The imposition of a possessory interest tax shall be a tax liability of Lessee solely and shall be paid by Lessee; and any tax payment shall not reduce any Rent due Lessor. Lessee shall also pay all interest and penalties that any government entity, including the County, assesses for late payment of any possessory interest taxes.

6. **Personal Property Taxes.** Lessee shall pay and discharge all personal property taxes relating to any personal property stored at, used in the operation of, or otherwise related to the Premises, before delinquency. Lessee shall also pay all interest and penalties any governmental agency, including the County, assesses for late payment of any such personal property tax.

7. **Use of Premises.** Lessee shall only use the Premises for conducting registered aircraft storage, operations, and maintenance, of Lessee's aircraft. Lessee shall maintain owned or operated aircraft in good operating order free from known mechanical defects. Lessee is prohibited from conducting any other use, activity or operation in, on, or about the Premises. Lessee shall not: store any item other than aircraft or ancillary aircraft equipment; conduct commercial activity of any nature; store any vehicle except that of Lessee or guest while aircraft is being used; use the Premises for any form of residential use.

8. **Hazardous Materials.** Lessee will comply with all laws and regulations pertaining to the proper storage and disposal of hazardous materials. Hazardous materials other than what is required for operation and service of registered aircraft will not be stored within the Premises.

9. **Compliance with Law and FAA Regulations.** Lessee shall comply with all federal, state and local laws, ordinances, orders and regulations affecting the Premises

Attachment: #22 Sherman McPherson [Revision 1] (9545 : Assignment of Tee Hangar 22)

including any applicable regulations of the Federal Aviation Administration, and any rules or policies existing or enacted by the County governing the airport.

10. **Use of Airport Facilities.** Lessee is allowed to use all Airport facilities and improvements of a public nature. County reserves the right to take action for protection of Airport against obstruction of the Airport facilities that would limit the usefulness of Airport or constitute a hazard to aircraft.

11. **Billboards, Signs, Awnings.** Lessee will not construct, place, or permit to be constructed or placed, signs, awnings, marquees or other structures, or writings, attached to or projecting from any hanger, structure, fence or barrier on the Premises without County's prior written consent. Further, and in any case, Lessee shall not be permitted to place any sign or similar material on or about the Premises that does not conform to the County Code. Any such signs or similar material that is allowed by the County shall be limited to providing identifying information for Lessee, associated trademarks, service marks, Lessee's address, contact information, or information legally mandated to be provided. Lessee agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, which in County's sole discretion it deems offensive or does not otherwise comply with this section.

12. **Delivery, Acceptance, Repair, and Surrender of Premises.** Lessee takes the Premises "AS IS", acknowledges that it had an adequate opportunity to inspect the Premises, and agrees to accept the Premises as being in a good state of repair and in sanitary condition. Lessee shall maintain and keep the premises in a neat, clean and safe condition. Lessee shall also be responsible for the repair of all damage to the hangar or public use areas caused by Lessee's carelessness or negligence. Lessee shall immediately report any damage caused to the hangar to the Airport Manager. The County shall maintain the hangar in good repair and make all necessary maintenance repairs to the hangar. Lessee shall surrender the Premises to County at the end of the Lease.

13. **Insurance.** Lessee, at its own cost, agrees to maintain, for the duration of this Lease, the following insurance policies:

A. **Aircraft or General Liability Coverage:** Aircraft or general liability insurance against liability for financial loss resulting from bodily injury, including death or personal injury, and damage to property caused by the ownership, operation, storage, or use of aircraft arising from or related to this Lease. The policy shall provide limits of no less than $1,000,000 per occurrence and include coverage for fire damage legal liability at the full $1,000,000 policy limit.

B. **Property, Fire and Extended Insurance Coverage:** Lessee shall maintain property, fire and extended insurance coverage in an amount equal to 100% of the full replacement value of the hanger, and any structure, fixtures, contents, and any improvements to the Premises.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions in excess of $1,000 must be declared to and approved by the County.

Attachment: #22 Sherman McPherson [Revision 1] (9545 : Assignment of Tee Hangar 22)

At the option of the County, either (a) the insurer shall reduce or eliminate such deductible or self-insured retention; or (b) Lessee shall provide financial guarantee satisfactory to the County guaranteeing payment of any amounts which would be subject to the deductible.

D. **Policy Endorsements:** All insurance shall include an endorsement or an amendment to the policy of insurance:

1. Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds;

2. 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;

3. Providing that the insurer waives all rights of subrogation against County;

4. Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

5. Providing broad-form contractual liability coverage insuring Lessee's indemnity obligations under this contract; and

6. 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.

14. **Proof of Coverage:** At the time of execution of this Lease, Lessee shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Lease.

15. **Damage or Destruction of Premises, Site Improvements, Fixtures, or Structures.** Lessee is required to maintain the Premises, fixtures, and structures in good condition, order, and appearance. In the event of damage or destruction to the Premises, or fixtures, any insurance proceeds obtained for such a covered loss shall be used to repair or replace the damaged or destroyed items to a state and condition equivalent to their status before the damage or destruction. Rent will not be abated or reduced as a result of any such damage or destruction.

16. **Assignment.** Lessee will not assign, hypothecate, encumber, sublease, allow the Premises to be subject to a lien, or in any manner transfer any interest in this Lease to any person or entity directly or indirectly, by operation of law or otherwise. In the event of transfer of ownership of the aircraft, the new owner has the option to assume the lease of the hangar for that particular aircraft.

17. **Indemnity and County's Non-liability for Damages.** The County shall not be liable for damage for injury to persons, including Lessee, its agents, employees, customers, or invitees, or for property damage, from any cause, related to the lease of the Premises, including the public use areas. Lessee agrees to defend, indemnify,

Attachment: #22 Sherman McPherson [Revision 1] (9545 : Assignment of Tee Hangar 22)

and hold harmless the County against all liability, loss or other damage claims or obligations arising out of or related to the lease of the Premises, Lessee's use of the Premises, negligence, violation of the law, or willful misconduct.

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

If to County: Colusa County Airport Manager
Colusa County Department of Public Works
1215 Market Street
Colusa, CA 95932

If to Lessee: Sherman McPherson
PO Box 913
Colusa, CA 95932

19. **Amendments.** This Lease may be modified or amended only by a written document executed by both parties and approved as to form by County Counsel.

20. **Waiver.** No failure on the part of either party to exercise any right or remedy provided for by this Lease shall operate as a waiver of any other right or remedy that party may have.

21. **Execution:** This Lease may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

22. **Termination:** This Lease may be terminated:

A. Immediately for cause if either party violates any term or provision of this Lease;

B. If the hangar is not used to store an owned aircraft or if left unoccupied for more than 180 days, the Lessee shall surrender the hanger and vacate the premises unless prior written permission is obtained from the County. Reimbursement of remaining lease funds shall be returned as provided in item 22.C of this agreement.

C. By either party by giving thirty (30) days written notice to the other party, Lessee shall be reimbursed for any prepaid hangar fee on a prorated basis for each month remaining during the payment period.

23. **Partial Invalidity.** If any provision of this Lease is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in

Attachment: #22 Sherman McPherson [Revision 1] (9545 : Assignment of Tee Hangar 22)

full force and effect and shall not be affected or invalidated.

24. **Storm Water Regulations.** Lessee agrees that its operations and uses involving the Premises or any other portion of the Airport will comply with the California State Storm Water Discharge Permit for the Airport which is incorporated by reference and available for inspection at the Colusa County Department of Public Works.

25. **Inspections and Access by County.** Lessee will permit the County, its agents, employees and contractors to enter all parts of the Premises for inspection following reasonable notice by the County.

26. **Surrender of the Premises.** Upon expiration or termination of this Lease, Lessee shall leave the surrendered Premises in a well maintained, sanitary, and clean condition, normal wear and tear excepted.

COUNTY OF COLUSA

_____Date:_____
, Chair

SHERMAN McPHERSON, LESSEE

_____Date:_____
Signature

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

_____
Patricia Rodriguez, Deputy Clerk

To be completed by airport staff following execution of lease:

Aircraft N#:_____

Lock Combination:_____ **or** **Key Provided:** ☐ **Yes** ☐ **No** ☐

Attachment: #22 Sherman McPherson [Revision 1] (9545 : Assignment of Tee Hangar 22)

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

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

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

Detailed Description/Background of request

On October 10, 2023, Governor Newsom signed Senate Bill No. 848, requiring revisions to our Personnel Rules. This bill mandates that employers with five or more employees provide up to five days of Reproductive Loss Leave for employees beginning January 1, 2024. The legislation addresses reproductive-related losses, including failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

New Leave Requirements:

SB 848 functions as a subset of California's Bereavement Leave law, expanding an employee's entitlements for a "reproductive loss event." Covered employers must grant up to five days of leave for such events, with a cap of 20 days within a 12-month period. Eligible employees, those who have worked for at least 30 days, must take the leave within three months of the triggering event, with exceptions. In the event the employee takes leave under California Family Rights Act (CFRA) or Pregnancy Disability Leave (PDL), reproductive loss leave can commence within 3 months from the end of that leave. The leave is unpaid, however, eligible employees may choose to use accrued sick leave or other paid time off. Leave need not be consecutive.

Employers are prohibited from retaliating against employees exercising their rights under SB 848. Notably, the law does not allow employers to request documentation related to reproductive loss leave.

In addition to this revision, it is proposed to delete section 1.108.2, titled *Paid Leaves c) Sick Leave for Extra-Help Employees*. On October 4, 2023, Governor Gavin Newsom signed Senate Bill (SB) No. 616 into law, amending California's paid sick leave regulations. The amendment expands mandatory paid sick leave from three days or

twenty-four (24) hours to five (5) days or forty hours and increases the maximum accrual cap from forty-eight (48) to eighty (80) hours, with the updated requirements taking effect on January 1, 2024.

To align with this legislative change, the Board adopted the revised *Policy 308.1 Mandatory Paid Sick Hours,* on December 5, 2023. This adjustment ensures compliance with the updated paid sick leave requirements. Since this policy pertains specifically to extra help employees, the inclusion of a sick leave section for these employees in the Personnel Rules is redundant and unnecessary.

Attached please find the revised relevant sections of the Personnel Rules.

The employee organizations have been advised of the proposed Personnel Rules amendments.

Recommendation: Staff recommends the Board to approve the adoption of revised Personnel Rules to incorporate the provisions of AB 848 and delete obsolete section 1.108.2 Paid Leaves c) Sick Leave for Extra Help Employees from the Personnel Rules, effective January 1, 2024.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

ATTACHMENTS:

- 1.108.3 j) Reproductive Loss Leave (2) (PDF)
- 1.108.2 c) Sick Leave for Extra-Help Employees(PDF)

of the death unless approved in writing by the HR Director due to extenuating circumstances (i.e. pandemic, natural disaster, etc.).

j) **Reproductive Loss Leave:**

1) Eligible employees who have worked for at least 30 days prior to the commencement of leave shall be granted up to five days of unpaid reproductive loss leave following a 'reproductive loss event,' defined as the day or, for a multi-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

   a. "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

   b. "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.

   c. "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

   d. "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

   e. "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

2) If an employee experiences multiple reproductive loss events within a 12-month period, the total leave granted should not exceed 20 days.

3) This leave is unpaid, however, employees are permitted to use accrued paid sick leave for this purpose.

Attachment: 1.108.3 j) Reproductive Loss Leave (2) [Revision 1] (9486 : Amended Personnel Rules)

4) This leave must be taken within three months of the event, subject to the following exceptions:

a. If, prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave from work pursuant to Section 12945 *Pregnancy Disability Leave (PDL)*, 12945.2 *California Family Rights Act (CFRA)*, or any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three months of the end date of the other leave.

5) Leave need not be consecutive, does not accumulate, cannot be transferred and has no cash out value.

1.108.4 Leave Procedures:

Leave requests must be submitted by an employee sufficiently in advance of the proposed effective date to permit review by their appointing authority and the Director of Human Resources. Leave requests shall include reasons, substantiating and supporting information, beginning dates and ending dates which relate specifically to the reason for the request and the employee's signature. The appointing authority will review the request recommending approval or disapproval and forward it to the Human Resources Department. If their action is one of disapproval, reasons will be specified in writing and a copy will be given to the employee.

a) **Failure to Return at Scheduled Time**: Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the appointing authority, be considered as absence without leave subject to the disciplinary provisions of Labor Relations Rule 2-419 unless such failure to report is for reasons beyond the employee's physical control.

b) **Time Off to Compete in Examination**: Permanent and probationary employees shall be entitled to necessary time off with pay, not chargeable to annual leave, to take Colusa County examinations, if such examinations are scheduled during their working hours. Such time off must be approved in advance by their appointing authority.

PERSONNEL RULE 1.109 - MEDICAL EXAMINATIONS

a) **Medical Examination Program**: The County's medical examination program is under the overall administrative direction of the Director of Human Resources who makes decisions and takes actions based upon individual medical evaluations, findings, and opinions of California-licensed physicians, health care providers or mental health professionals as consulted.

b) **Medical Examinations (Physical and/or Psychological)**: Examinations are administered to ensure insofar as possible that:

1) An individual is medically qualified to perform effectively the essential functions of a position in a specific job classification; and

Attachment: 1.108.3 j) Reproductive Loss Leave (2) [Revision 1] (9486 : Amended Personnel Rules)

3) Any employee claiming sick leave who makes a false claim, refuses to be examined by a doctor selected by the County (if requested), fails to cooperate in any investigation by the County of their claim for sick leave, or makes a false statement shall not be entitled to any leave with pay for the time in dispute and shall be subject to disciplinary action, up to and including dismissal.

4) Sick leave days can be used in the case of a death in the immediate family of an employee or spouse provided the employee is prepared to provide proof of death for leaves longer than five (5) days, and has accumulated sufficient sick leave.

5) Sick leave days can be used in the case of illness involving the employee's immediate family, provided the employee has accumulated sufficient sick leave and provides medical documentation, if requested by the appointing authority.

7) For purposes of this discussion, immediate family members refers to:

a) A child, regardless of age or dependency status, including a biological child, adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis

b) Parent, including a biological parent, adoptive parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, registered domestic partner, a grandparent, a grandchild, or a sibling.

c) A designated person, which means, a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person per calendar year.

8) Sick leave may be used for:

a) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

b) For an employee who is a victim of domestic violence, sexual assault, or stalking.

~~c) **Sick Leave for Extra-help Employees**: Extra-help employees are afforded sick leave in compliance with the Healthy Workplaces, Healthy Families Act of 2014 (Act). An employee who works for Colusa County for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick hours as follows:~~

~~1) An employee shall accrue paid sick hours at the rate of one hour per every thirty (30) hours worked, beginning at the commencement of employment;~~

Attachment: 1.108.2 c) Sick Leave for Extra-Help Employees (9486 : Amended Personnel Rules)

~~2) An employee shall be entitled to use accrued paid sick hours beginning on the ninetieth (90th) day of employment, after which day the employee may use Paid Sick Hours as they are accrued;.~~

~~3) Accrued paid sick hours shall carry over to the following year of employment. Use of Paid Sick Hours is limited to twenty-four (24) hours in each year of employment;~~

~~4) Total accrual of paid sick hours is limited to forty-eight (48) hours;~~

~~a) The County will not provide compensation to an employee for accrued, unused paid sick hours upon termination, resignation, retirement, or other separation from employment;~~

~~b) If an employee separates from the County and is rehired by the County within one year from the date of separation, previously accrued and unused paid sick hours shall be reinstated. The employee shall be entitled to use those previously accrued and unused paid sick hours and to accrue additional paid sick hours upon rehiring;~~

~~c) The County shall provide each eligible employee with written notice that sets forth the amount of paid sick hours available, on the employee's itemized wage statement check receipt;~~

~~d) Paid sick hours under this rule must be used in a minimum allotment of two (2) hours per incident;~~

~~e) The rate of pay shall be the employee's hourly wage when paid sick hours are used;~~

~~f) If the need for paid sick hours is foreseeable, the employee shall provide reasonable advance notification to the appointing authority or direct supervisor. If the need for paid sick hours is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.~~

d) **Bereavement Leave**: Bereavement leave will be granted in the case of death in the immediate family (spouse, registered domestic partner, parents, children, grandparents, grandchildren, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, adopted, foster and step members are also included; the family members of a registered domestic partner will have the same status as the family members of a spouse) of the employee or spouse as follows:

1) Five (5) days per death in the immediate family;

2) After five (5) days the employee may use sick leave for bereavement provided the employee has provided proof of death;

3) Bereavement leave need not be consecutive, does not accumulate, cannot be transferred and has no cash out value and must be used within three (3) months of

Attachment: 1.108.2 c) Sick Leave for Extra-Help Employees (9486 : Amended Personnel Rules)

COUNTY OF COLUSA, CA

4.2

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **Approve Side Letter Agreement to the 2023-2025 CCMC General Unit and CCMC Safety Unit MOUs which establishes the following MOU provisions: Accelerated Salary Steps, Class Specifications - New and Revised, and Telework Eligibility.**

Approve Side Letter Agreement to the 2023-2025 **CCMC General Unit and CCMC Safety Unit MOUs** which establishes the following MOU provisions: Accelerated Salary Steps, Class Specifications - New and Revised, and Telework Eligibility.

Detailed Description/Background of request

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and the Colusa County Personnel Rules, the County recently completed negotiations with the Colusa County Management Coalition (CCMC) and adopted a Memoranda of Understanding covering both their general unit and their safety unit.

During these negotiations, the County offered three (3) Personnel Rule-related proposals for meet and confer as part of the negotiations process, but which were subsequently withdrawn at the request of the CCMC negotiators. Following a change in leadership by way of a new President, the request to include the original three proposals including Accelerated Salary Steps, Class Specifications (New & Revised), and Telework Eligibility was made just prior to ratification of the CCMC MOU on December 19, 2023. Those provisions were put before and subsequently voted in by CCMC members to become part of the CCMC MOU for 2023-2025 and include:

- **Accelerated Salary Steps:** Allowing eligible CCMC members advancement by way of accelerated step increases (equivalent to a 5% to 15% increase) involving an overall career review, reserved only for the most highly distinguished employees in the County organization (see Appendix A).

- **Class Specifications - New and Revised:** Formalizing expectations of changes in Salary Range and Salary Step placement so that when a new classification is introduced, establishment of a higher classification provides promoting employees with a pathway for career advancement and ladders of success and guarantees any non-promoting employees impacted will maintain accurate class compaction by step placement within the new salary range closest to, but not lower than, their existing salary. This allows impacted employees at maximum steps to have additional ladders of success within their new salary range. Further, the Director of Human Resources

through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, become final when approved by the County Administrative Officer (see Appendix B). .

- **Telework Eligibility**: Adding telework to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework (see Appendix C).

Staff recommends approval of this change for inclusion of the three (3) provisions to be incorporated into the CCMC MOU for 2023-2025 by way of a side letter agreement.

Prior Board Action
None.

Fiscal Impact/Funding Source
Fiscal impact for Accelerated Salary Steps is unknown at this time, but will be driven by the budget of the Department making that request.

Action for the Clerk
Obtain necessary signatures.

ATTACHMENTS:

- CCMC general 23-25 side letter no. 1 (DOCX)
- CCMC safety 23-25 side letter no. 1 (DOCX)

SIDE LETTER AGREEMENT TO THE 2023-2025 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF COLUSA
AND
THE COLUSA COUNTY MANAGEMENT COALITION GENERAL UNIT

The County of Colusa (County) and the Colusa County Management Coalition General Unit (Association) collectively referred to as "the Parties", entered into a Memorandum of Understanding (MOU) which became effective October 1, 2023 and terminates by term on September 30, 2025.

The Parties now wish to modify the MOU by this Side Letter Agreement to provide additional provisions for the benefit of the Association members including Accelerated Salary Steps, Class Specifications – New and Revised, and Telework Eligibility. These provisions are further defined on the attached appendices A, B and C, which are hereby made a part of the MOU.

Dated January 2, 2024

Mike Bradwell
President
CCMC

Kent Boes,
Colusa County Board of Supervisors

Attest Wendy G. Tyler, Clerk to the Board Of Supervisors

By_____
Patricia Rodriguez, Deputy

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves Department Head flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a department head justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule);

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

contingent upon the strict above criteria, in addition to Departmental budget capability.

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.
The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

3) Upward: The Director of Human Resources will grant status to the incumbent when either
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency-/Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

A department head or designee may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. Position Eligibility
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by their department head.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. Employee Eligibility
An employee may be suitable for remote work when in the discretion of the Department Head, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**, and on a recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the department head or designee if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees may work overtime only when directed to do so and approved in advance by the department head or their designee.

e. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

f. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify their department head or designee and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by their department head or designee or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The department head or designee may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Attachment: CCMC general 23-25 side letter no. 1 (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

   i. Maintenance or repairs of privately-owned equipment.

   ii. Utility costs associated with the use of electronics; including internet service costs.

   iii. Costs associated with the occupation of the home/offsite work location.

   iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

   v. Costs associated with use of a personal cell phone or landline.

   vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees and their department head or designee shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to

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[1] *5 U.S.C. § 5702 Per diem; employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement.* https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite/

[2] *An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:*

- *The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite.*
- *In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area.*
- *The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements".* https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/

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avoid breaches of confidentiality.

b. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.

b. County of Colusa IT will verify compliance through various methods, including but not limited to; business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

SECTION V – PROCEDURE

A. Application Procedure

a. Employee discusses their desire to telework verbally or in writing to their department head or designee.

b. Department head or designee and Employee communicate regarding the appropriateness of Employees request.

c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to their department head or designee.

d. Department head or designee will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.

e. Department head or designee will indicate approval or denial on both forms. If the application is denied, the department head or designee will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the department head or designee and the Human Resources Director or designee to discuss and mediate the decision.

f. Upon approval, the Employee and department head or designee will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form.*

g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

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a. Supervisors will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.

   i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.

   ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.

c. Employees may be required by their department head or designee to provide ongoing updates or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. A department head or designee may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.

b. If the Telework Program is terminated, the department head or designee or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form.

c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the department head or designee.

   a. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the department head or designee.

d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

a. All Employees must cooperate with any investigations into possible violations of this policy.

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b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

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SIDE LETTER AGREEMENT TO THE 2023-2025 MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF COLUSA AND THE COLUSA COUNTY MANAGEMENT COALITION SAFETY UNIT

The County of Colusa (County) and the Colusa County Management Coalition Safety Unit (Association) collectively referred to as "the Parties", entered into a Memorandum of Understanding (MOU) which became effective October 1, 2023 and terminates by term on September 30, 2025.

The Parties now wish to modify the MOU by this Side Letter Agreement to provide additional provisions for the benefit of the Association members including Accelerated Salary Steps, Class Specifications – New and Revised, and Telework Eligibility. These provisions are further defined on the attached appendices A, B and C, which are hereby made a part of the MOU.

Dated January 2, 2024

Mike Bradwell
President
CCMC

Kent Boes,
Colusa County Board of Supervisors

Attest Wendy G. Tyler, Clerk to the Board Of Supervisors

By_____
Patricia Rodriguez, Deputy

Attachment: CCMC safety 23-25 side letter no. 1 [Revision 1] (9548 : Side Letter Agreement to the 2023-2025 CCMC MOUs)

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves Department Head flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a department head justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule);

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contingent upon the strict above criteria, in addition to Departmental budget capability.

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.
The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

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2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

3) Upward: The Director of Human Resources will grant status to the incumbent when either
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency-/Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

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APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.

A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

A department head or designee may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. Position Eligibility
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by their department head.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. Employee Eligibility
An employee may be suitable for remote work when in the discretion of the Department Head, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or

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temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**, and on a recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the department head or designee if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees may work overtime only when directed to do so and approved in advance by the department head or their designee.

e. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

f. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of

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all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify their department head or designee and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by their department head or designee or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The department head or designee may reevaluate the Employee's Teleworking arrangement upon receiving this report.

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Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

   i. Maintenance or repairs of privately-owned equipment.

   ii. Utility costs associated with the use of electronics; including internet service costs.

   iii. Costs associated with the occupation of the home/offsite work location.

   iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

   v. Costs associated with use of a personal cell phone or landline.

   vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees and their department head or designee shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to

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   ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

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b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

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COUNTY OF COLUSA, CA

4.3

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **Adopt a Resolution approving the Salary and Benefits Compensation Package for Appointed Department Heads, effective October 1, 2023.**

Adopt a Resolution approving the Salary and Benefits Compensation Package for Appointed Department Heads, effective October 1, 2023.

Detailed Description/Background of request

By law, the Board of Supervisors ("Board") is authorized to set the compensation to be paid to County officers and employees. Chapter 2, Article I, Section 2-14 of the Colusa County Code specifies that employee compensation is to be set by resolution adopted by a majority of the Board.

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and the Colusa County Personnel Rules, the County recently completed negotiations with the County's various represented bargaining units and has adopted Memoranda of Understanding covering each of these represented groups.

The purpose of the proposed Board Resolution is to adopt the Salary and Benefits Compensation Package ("Benefits Package") for those County employees who are unrepresented appointed Department Heads (positions of County Agricultural Commissioner/Sealer of Weights and Measures, Director of Behavioral Health, Director of Child Support Services, Director of Development Services, Director of Health and Human Services, County Librarian, Director of Public Works and the Chief Probation Officer). The specifics of the agreements are as follows:

Term: 2 years beginning October 1, 2023 and ending September 30, 2025.

- **Salaries / Wages:** Effective the first full pay-period following Board Approval of this MOU, the wages for the bargaining unit will be increased by four percent (4%).

  Effective the first full pay period following October 1, 2024 wages for the bargaining unit will not be increased.

  In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period October 1, 2023 through the date of the Board of Supervisors adoption of this MOU.

- **Health and Welfare / Cafeteria Plan:** This MOU increases the County's non-elective contributions to the Cafeteria Plan effective December 1, 2023 as follows: The County's total monthly non-elective contributions (including MEC) will be $917.75 for employee only coverage; $1,835.49 for employee plus one coverage; and, $2,386.14 for family coverage.

- **Health and Welfare / Medical In Lieu:** Employees who qualify for the In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

- **Leaves / Vacation Leaves:** The County agrees to eliminate the 6-month waiting period; continue to allow Department Head new hires to accrue vacation based on their prior public service (effective October 1, 2023); and update the accrual years by deleting the obsolete accrual tables.

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Max Accumulation 37.5-hour week	Max Accumulation 40-hour week
0 - 3 yrs.	0 - 10 days	6.25 hours	6.666 hours	112.50 hours	120 hours
4 - 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180 hours
8 - 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300 hours

- **Deferred Compensation:** Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match Appointed Department Head employee contributions to a county-offered IRC 457 Plan up to $100 per month.

- **Management Leave:** 10 days annually (either 75 or 80 hours, depending on current schedule) each calendar year - use or lose. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next.

- **Vehicle & Mileage Allowance:** $250 per month flat rate in-county for all Appointed Department Heads (submit for reimbursement for outside county travel). NOTE: This rescinds (December 15, 2009) Policy 314: Department Head In-County Travel Stipends.

- **Accelerated Salary Steps:** Allowing eligible members advancement by way of accelerated step increases (equivalent to a 5% to 15% increase) involving an overall career review, reserved only for the most highly distinguished employees in the County organization.

- **Class Specifications - New and Revised:** Formalizing expectations of changes in Salary Range and Salary Step placement so that when a new classification is introduced, establishment of a higher classification provides promoting employees with a pathway for career advancement and ladders of success and guarantees any non-promoting employees impacted will maintain accurate class compaction by step placement within the new salary range closest to, but not lower than, their existing salary. This allows impacted employees at maximum steps to have additional ladders of success within their new salary range. Further, the Director of Human Resources through County Administration can make class changes after meet and confer.

Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, become final when approved by the County Administrative Officer.

- **Telework Eligibility**: Adding telework to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework.

- **Housekeeping:** MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, such as references to Chapter 45.

Prior Board Action
None.

Fiscal Impact/Funding Source
The approximate fiscal year 2023-24 cost of these MOUs will be approximately $70,467. Of this amount, about $37,700 will be charged to the General Fund. This expense is budgeted in the FY 23-24 adopted budget.

The new cost in Fiscal Year 2024-25 will be approximately $60,400. Of this amount about $32,300 will be charged to the General Fund. The FY 2024-25 costs will be included in the budget.

The new cost in the first quarter of Fiscal Year 2025-26 will be approximately $11,200. Of this amount about $6,000 will be charged to the General Fund. The FY 2025-26 costs will be included in the budget.

These costs do not include the time used for the management leave approved.

Action for the Clerk
Obtain necessary signatures.

ATTACHMENTS:
- Dept Heads Reso (DOCX)
- Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (PDF)
- Apptd Department Heads MOU 2023-2025 CHANGES ACCEPTED 01022024 (PDF)

RESOLUTION 20-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALARY AND BENEFITS COMPENSATION PACKAGE FOR APPOINTED DEPARTMENT HEADS EFFECTIVE OCTOBER 1, 2023

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors currently has in effect Memoranda of Understanding which became effective October 1, 2023, expiring September 30, 2025 covering those employees represented by the Colusa County Employees' Association, and the Colusa County Management Coalition and the Colusa County Deputy Sheriffs' Association which describes mutually agreed upon terms of compensation and benefits provided to these employees; and

WHEREAS, the Board of Supervisors now wants to establish the compensation amounts to be paid to the County's Appointed Department Heads for the period of October 1, 2023 through September 30, 2025.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves the total salary and benefits compensation package for the County's Appointed Department Heads as described in Attachment A; and,

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 2nd day of January, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent Boes, Chairperson
Colusa County Board of Supervisors

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

By: _____
Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Dept Heads Reso (9512 : MOU between the County of Colusa and the Colusa County Appointed Department Head Unit)

Attachment A

SALARY AND BENEFITS COMPENSATION PACKAGE APPOINTED DEPARTMENT HEADS

October 1, ~~2019~~ 2023 – September 30, ~~2023~~2025

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

TABLE OF CONTENTS

PREAMBLE 2

Section 1 ---- Salaries
A. Salaries 2
B. Executive Management Incentive Pay ..... ~~2~~3
C. Vehicle & Mileage Allowance ..... ~~2~~3

Section 2 – ~~-~~ Holidays
A. Holidays 3
B. Floating Holiday 3

Section 3 --- Leaves
A. Vacation ..... ~~3~~4
B. Sick Leave ..... ~~3~~5
C. Bereavement Leave ..... ~~4~~6
D. Jury Duty or Court Witness ..... ~~5~~6
E. Required Continuing Professional Education Leave ..... ~~5~~6
F. All Leaves Recognized by Law ..... ~~5~~7
G. Time Worked While on Leave ..... ~~5~~7
H. Partial Day Absences ..... ~~5~~7
I. Management Leave ..... ~~5~~7

Section 4 – Health and Welfare
A. Medical Insurance ..... ~~6~~7
B. Dental Insurance ..... ~~6~~8
C. Cafeteria Plan ..... ~~7~~8
D. Cash-In-lieu of Medical Coverage ..... ~~8~~10
E. Vision Care and Employee Assistance Plans ..... ~~9~~11
F. Health Reimbursement Arrangement ..... ~~9~~11
G. Health Care Compliance ..... ~~10~~11

Section 5 ---- Retirement
A. Retirement Plans ..... ~~10~~12
B. Retirement Plan Contributions ..... ~~11~~13
C. Federal Insurance Contribution Act (FICA) Tax ..... ~~11~~13
D. Internal Revenue Code Section 457 Deferred Compensation Plans ..... ~~11~~13

Section 6 ---- Miscellaneous
A. Required Licenses ..... ~~12~~14
B. Accelerated Salary Steps ..... ~~13~~14
C. Class Specifications – New and Revised ..... ~~13~~14
D. Telework Eligibility 14

Section 7 – ~~Chapter 45~~Personnel Rules ..... ~~12~~15

Section 8 – Employment Status ..... ~~12~~15

APPENDICES A – C 16

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Appointed Department Head Unit ("ADHU") and are not represented by any employee organization ("Covered Employees"). Employees assigned to the ADHU may be referenced as "Unrepresented Employees" "Employees" or "DH" and occupy the following positions: County Agricultural Commissioner/Sealer of Weights and Measures, Director of Behavioral Health, ~~Director of Child Support Services,~~ Director of Community Development Services, Director of Health and Human Services, County Librarian, Director of Public Works, and the Chief Probation Officer. Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. ___Salaries

1. ~~1.~~ Effective the first full pay-period following October 1, 2023, wages for the bargaining unit will be increased by four percent (4%).

2. Effective the first full pay period following October 1, 2024, wages for the bargaining unit will *not* be increased.

3. In lieu of retro pay, all Appointed Department Head employees will be paid a lump sum amount equivalent to the percentage increases outlined above for the period October 1, 2023 through the effective date of the pay increase as set forth in paragraph 1 of this section.

~~Effective January 2020 the wages of all Covered Employees shall be increased by two and six-tenths percent (2.6%). In lieu of retro pay for the period of October 1, 2019 to December 31, 2019, employees will be paid a lump sum amount equivalent to two and six-tenths percent (2.6%) of their compensation during that period.~~

~~2. Effective the first full pay period following October 1, 2020, the wages of all Covered Employees shall be increased by a minimum of one percent (1%). Should the percentage change in the Consumer Price Index for All Urban Consumers, West region, All items, not seasonally adjusted (CPI-U), in the one year period ending September 2020, be more than one percent (1%), in lieu of the minimum 1% increase, the wages of all Covered Employees shall be increased by the actual CPI-U percentage increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%).~~

~~3. Effective the first full pay period following October 1, 2021, the wages of all Covered Employees shall be increased by a minimum of one percent (1%). Should the percentage change in the CPI-U in the one year period ending September 2021, be more than one percent (1%), in lieu of the minimum 1% increase, the wages of all Covered Employees shall be increased by the actual CPI-U percentage increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%).~~

~~4. Effective the first full pay period following October 1, 2022, the wages of all Covered Employees shall be increased by a minimum of one percent (1%). Should the percentage change in the CPI-U in the one year period ending September 2022, be more than one~~

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

~~percent (1%), in lieu of the minimum 1% increase, the wages of all Covered Employees shall be increased by the actual CPI-U percentage increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%).~~

B. ___Executive Management Incentive Pay

1. Employees subject to this Agreement, shall receive additional compensation as follows:

   a. Covered Employees shall receive "Executive Management Incentive Pay," of $350.00 per month; and

2. Executive Management Incentive Pay, which recognize the unique nature of executive and management positions, are Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Executive Management Incentive Pay and Management Incentive Pay will be reported to PERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay or Management Incentive Pay are no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

3. Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

C. Vehicle & Mileage Allowance

Vehicle and mileage allowance of $250 per month flat rate for in-county travel for all Appointed Department Heads (submit for reimbursement for outside county travel). *NOTE: This rescinds Policy 314: Department Head In- County Travel Stipends (December 15, 2009).*

Section 2
Holidays

A. ___Holidays

Covered Employees are entitled to the paid holidays specified in the Colusa County Personnel Rules ~~Chapter 45 section 45.8.3 of the Colusa County Code~~, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. ___Floating Holiday

Covered Employees each fiscal year as a group may request and will receive as a floating holiday one day not identified as a holiday in the Colusa County Personnel Rule ~~Chapter 45~~. The specific day requested as a floating holiday shall be subject to the approval of the Board of Supervisors.

Section 3
Leaves

A. ___Vacation

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

1. The County requires Covered Employees who are designated URADH to manage their employees' vacations and their own vacations by scheduling vacation in keeping with the expectations of ~~Chapter 45~~the Colusa County Personnel Rules.

2. Covered Employees are entitled to Vacation Leave with pay as provided in ~~Chapter 45 section 45.8.4 et seq. of~~ section 1.108.2(a) et seq. the Colusa County ~~Code.~~Personnel Rules. *(NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).*

   1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

   2) Employees are encouraged and expected to use all vacation in the year in which credited;

   3) Vacation shall be used in no less than fifteen-minute increments;
      a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

   4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

   5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

   6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

   7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

   8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

      a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

      b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

   9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

   10) Part-time employees shall accrue and may accumulate vacation leave on a prorata basis equal to their prorated service time and their prorated hours worked;

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

11) Upon termination, the employee or their estate will be paid the monetary value of the earned
unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in the Colusa County Personnel Rules~~Chapter 45~~, ~~Section~~ section 1.108.2(b)~~45.8.5~~ et seq. ~~of the Colusa County Code~~ except as follows:

   a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b)~~Chapter 45, Section 45.8.6, Subsections 45.8.5.6.1 through 45.8.5.6.1.3~~ except that:

      i. Covered Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to ~~Chapter 45~~the Colusa County Personnel Rules, section 1.108.2(b)(6) et seq. ~~Sections 45.8.6.1.1 through 45.8.5.6.1.3~~ or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan or to have the entire amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

   b. Effective January 1, 2017, Covered Employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

      i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

      ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

      iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

five percent (75%) of his/her current base hourly salary for all qualified hours.

iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Except as provided below, Covered Employees who are compensated for unused sick leave pursuant to paragraphs c.i through c.iv above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the Employee or spouse~~, as follows:~~, pursuant to the Colusa County Personnel Rules 1.108.2(d).

~~a. Five (5) days per death in the immediate family.~~
~~b. After five (5) days, the employee may have additional leave as allowed by Chapter 45.8.5.11.~~

~~c. Bereavement Leave does not accumulate, cannot be transferred and has no cash out value.~~

~~d. "Immediate Family" means spouse, registered domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; Adopted, foster and step members are also included in immediate family. For the purposes of this Section, the family members of a registered domestic partner will have the same status as the family members of a spouse.~~

D. Jury Duty or Court Witness

1. Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Required Continuing Professional Education Leave

1. Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

required continuing education.

F. ____All Leaves Recognized by Law

1. As stated in the Colusa County Personnel Rules section 1.108.2, ~~Chapter 45.8.10.1~~ Covered Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

G. ___Time Worked While on Leave

1. Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

H. ___Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

I. Management Leave

Appointed Department Heads shall receive 10-days of Management Leave (either 75 or 80 hours, depending on work week schedule) annually each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next.

Section 4
Health and Welfare

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees In accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, ~~with the April 30, 2020 paycheck,~~ and each December 1st thereafter for the term of this agreement, the County will make non- elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

~~i. For employees who are enrolled in employee only coverage, the County will contribute a total of $535.00~~607.75 ~~a month.~~

~~ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $865.00~~1,525.49 ~~a month.~~

~~iii. For employees who are enrolled in family coverage, the County will contribute a total of $1,170.00~~2,076.14 ~~a month.~~

~~b. Effective December 1, 2020~~4 ~~and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:~~

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $~~535.00~~ 607.75 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee only coverage based upon CalPERS ~~Select~~Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $~~865.00~~1,525.49 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee plus one coverage based upon CalPERS ~~Select~~Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $~~1,170.00~~2,076.14 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for family coverage based upon CalPERS ~~Select~~Gold.

3. **Employees Hired After December 31, 2012.**

a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU ~~with the April 30, 2020 paycheck~~, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

~~i. For employees who are enrolled in employee only coverage, the County will~~

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~~contribute a total of $885.00~~917.75 ~~a month.~~

~~ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,215.00~~1,835.49 ~~a month.~~

~~iii. For employees who are enrolled in family coverage, the County will contribute a total of $1,520.00~~2,386.14 ~~a month.~~

~~b. Effective December 1, 2020~~ 2024 ~~and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:~~

i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either of $~~885.00~~917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS ~~Select.~~Gold.

ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either $~~1,215.00~~1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS ~~Select~~Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either $~~1,520.00~~2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS ~~Select~~Gold.

~~c.~~b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

~~d.~~c. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.
   b. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive ~~$331 per month.~~ $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

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2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. For retirees who were hired before January 1, 2013 and who retired prior to the execution of this document, the County will contribute $128.26.

   b. For employees who were hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26.

   c. ~~Commencing January 2020 t~~The County will continue to contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired by a CalPERS employer on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a. Safety

   - CalPERS 3% @ 50 retirement formula
   - Single highest year compensation
   - Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

   b. Miscellaneous

   - 3% @ 60 retirement formula
   - Single highest year compensation
   - Employee shall pay the 8% member contribution

2. Tier 2 – - New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a. Safety

   - 2.7% @ 57 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

   - 2% @ 62 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – - New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a. Safety

   - 2.5% @ 57 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

   - 2% @ 62 retirement formula

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.
~~1.~~

a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

i. ~~For Employees with up to seven (7) years of county service, $20.00~~ For Appointed Department Heads up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

ii. ~~For Employees with seven (7) to fifteen (15) years of county service up to $30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.~~

iii. ~~For Employees with more than fifteen (15) years of county service up to $40.00 per~~

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

~~month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.~~

b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

a. Covered Employees are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

b. Covered Employees should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Accelerated Salary Steps

1. Employees may be suitable for accelerated steps (equivalent to a 5% to 15% increase) when, in the discretion of the CAO, their service to the County of Colusa is highly meritorious, and based on eligibility for advanced steps criteria. (Appendix A)

C. Class Specifications – New and Revised

1. When a new classification is added to an existing organizational structure, the change in Salary Step and/or Range will allow the impacted employee to have additional ladders of success within their new salary schedule and/or Range. Any non-promoting employee Salary Step and/or Range movement, resulting from ensuring the correct class compaction, will be equal to, or as close to, but not less than, that employee's current grade. Further, the Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer. (Appendix B)

D. Telework Eligibility

1. Telework may be added to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework, unless additional time is approved by the Board of Supervisors. (Appendix C)

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

Section 7
~~Chapter 45~~Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules~~Code, Chapter 45~~.

Section 8
Employment Status

Nothing in this document or the Colusa County Personnel Rules~~Code Chapter 45~~ or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees are at-will employees and serve at the pleasure of the appointing authority.

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves CAO flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the CAO, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule); contingent upon the strict above criteria, in addition to Departmental budget capability.

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.

The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

3) Upward: The Director of Human Resources will grant status to the incumbent when either:
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency-/Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

Attachment A

APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum. Additional days may be given with Board of Supervisors approval.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.

A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

The CAO may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. **Position Eligibility**
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by ~~their department head~~the CAO.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. **Employee Eligibility**
An employee may be suitable for remote work when in the discretion of the ~~Department Head~~CAO, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**, *unless additional days are approved by the Board of Supervisors*, and on a

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the CAO, if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

e. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify the CAO and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by ~~their department head or designee~~the CAO or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The CAO~~department head or designee~~ may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

i. Maintenance or repairs of privately-owned equipment.

ii. Utility costs associated with the use of electronics; including internet service costs.

iii. Costs associated with the occupation of the home/offsite work location.

iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

v. Costs associated with use of a personal cell phone or landline.

vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.

b. Employees may not disclose confidential or private files, records, materials, or information,

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[1] *5 U.S.C. § 5702 Per diem; employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement.* https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite/

[2] *An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:*

- *The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite.*
- *In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area.*
- *The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements".* https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/

Attachment: Apptd Department Heads MOU 2023-2025 REDLINES 01022024 (9512 : MOU between the County of Colusa and the Colusa County

and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.

b. County of Colusa IT will verify compliance through various methods, including but not limited to; business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

SECTION V – PROCEDURE

A. Application Procedure

a. Employee discusses their desire to telework verbally or in writing to the CAO.

b. CAO and Employee communicate regarding the appropriateness of Employees request.

c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to the CAO.

d. CAO will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.

e. CAO will indicate approval or denial on both forms. If the application is denied, the CAO will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the CAO and the Human Resources Director or designee to discuss and mediate the decision.

f. Upon approval, the Employee and CAO will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form.*

g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

a. CAO will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.

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i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.

ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.

c. Employees may be required by the CAO to provide ongoing updates or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. The CAO may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.

b. If the Telework Program is terminated, the CAO or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form.

c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the ~~department head~~CAO ~~or designee~~.

    a. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the CAO.

d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

a. All Employees must cooperate with any investigations into possible violations of this policy.

b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into

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allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

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Attachment A

SALARY AND BENEFITS COMPENSATION PACKAGE
APPOINTED DEPARTMENT HEADS

October 1, 2023 – September 30, 2025

Attachment: Apptd Department Heads MOU 2023-2025 CHANGES ACCEPTED 01022024 (9512 : MOU between the County of Colusa and the

Attachment A

TABLE OF CONTENTS

PREAMBLE 2

Section 1 – Salaries
A. Salaries 2
B. Executive Management Incentive Pay 2
C. Vehicle & Mileage Allowance 2

Section 2 – Holidays
A. Holidays 3
B. Floating Holiday 3

Section 3 – Leaves
A. Vacation 3
B. Sick Leave 4
C. Bereavement Leave 5
D. Jury Duty or Court Witness 5
E. Required Continuing Professional Education Leave 6
F. All Leaves Recognized by Law 6
G. Time Worked While on Leave 6
H. Partial Day Absences 6
I. Management Leave 6

Section 4 – Health and Welfare
A. Medical Insurance 7
B. Dental Insurance 7
C. Cafeteria Plan 8
D. Cash-In-lieu of Medical Coverage 9
E. Vision Care and Employee Assistance Plans 9
F. Health Reimbursement Arrangement 9
G. Health Care Compliance 10

Section 5 – Retirement
A. Retirement Plans 10
B. Retirement Plan Contributions 11
C. Federal Insurance Contribution Act (FICA) Tax 12
D. Internal Revenue Code Section 457 Deferred Compensation Plans 12

Section 6 – Miscellaneous
A. Required Licenses 12
B. Accelerated Salary Steps 12
C. Class Specifications – New and Revised 13
D. Telework Eligibility 13

Section 7 – Personnel Rules 13

Section 8 – Employment Status 13

APPENDIX A – Accelerated Salary Steps 14
APPENDIX B – Class Specifications – New and Revised 15
APPENDIX C – Telework Eligibility 17

Attachment: Apptd Department Heads MOU 2023-2025 CHANGES ACCEPTED 01022024 (9512 : MOU between the County of Colusa and the

Attachment A

Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Appointed Department Head Unit ("ADHU") and are not represented by any employee organization ("Covered Employees"). Employees assigned to the ADHU may be referenced as "Unrepresented Employees" "Employees" or "DH" and occupy the following positions: County Agricultural Commissioner/Sealer of Weights and Measures, Director of Behavioral Health, Director of Community Development Services, Director of Health and Human Services, County Librarian, Director of Public Works, and the Chief Probation Officer. Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. Effective the first full pay-period following October 1, 2023, wages for the bargaining unit will be increased by four percent (4%).

2. Effective the first full pay period following October 1, 2024, wages for the bargaining unit will *not* be increased.

3. In lieu of retro pay, all Appointed Department Head employees will be paid a lump sum amount equivalent to the percentage increases outlined above for the period October 1, 2023 through the effective date of the pay increase as set forth in paragraph 1 of this section.

B. Executive Management Incentive Pay

1. Employees subject to this Agreement, shall receive additional compensation as follows:

   a. Covered Employees shall receive "Executive Management Incentive Pay," of $350.00 per month; and

2. Executive Management Incentive Pay, which recognize the unique nature of executive and management positions, are Special Compensation as that term is defined in Section 571 of the California Code of Regulations (CCR). As such, Executive Management Incentive Pay and Management Incentive Pay will be reported to PERS. If, during the life of this Agreement, Section 571 CCR is modified in such a manner that Executive Management Incentive Pay or Management Incentive Pay are no longer treated as Special Compensation by PERS, Covered Employees may request to explore the possible restructuring of this benefit.

3. Employees hired after December 31, 2012 shall not be eligible to receive Executive Management Incentive Pay.

C. Vehicle & Mileage Allowance

Vehicle and mileage allowance of $250 per month flat rate for in-county travel for all Appointed Department Heads (submit for reimbursement for outside county travel).
NOTE: This rescinds Policy 314: Department Head In-County Travel Stipends (December 15, 2009).

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Attachment A

Section 2
Holidays

A. Holidays

Covered Employees are entitled to the paid holidays specified in the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

Covered Employees each fiscal year as a group may request and will receive as a floating holiday one day not identified as a holiday in the Colusa County Personnel. The specific day requested as a floating holiday shall be subject to the approval of the Board of Supervisors.

Section 3
Leaves

A. Vacation

1. The County requires Covered Employees who are designated URADH to manage their employees' vacations and their own vacations by scheduling vacation in keeping with the expectations of the Colusa County Personnel Rules.

2. Covered Employees are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. the Colusa County Personnel Rules. (*NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the* Personnel Rules).

   1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis;

   2) Employees are encouraged and expected to use all vacation in the year in which credited;

   3) Vacation shall be used in no less than fifteen-minute increments;
      a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

   4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

   5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

   6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

   7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40-hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

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8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

    Example: An employee with 12 complete years' experience with another public agency would begin accruing vacation at year 12+ Colusa County accrual rate, with a current maximum accrual of 281.25.

B. Sick Leave

1) Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in the Colusa County Personnel Rules, section 1.108.2(b) et seq. except as follows:

   a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in the Colusa County Personnel Rules section 1.108.2(b) except that:

      i. Covered Employees who separate from County service for any reason with unused sick leave that was accrued and accumulated before December 31, 2009 may choose to receive the entire amount owed in cash pursuant to the Colusa County Personnel Rules, section 1.108.2(b)(6) et seq. or may choose to have the entire amount owed deposited into a county offered IRC 457 Plan subject to the limitations of such Plan or to have the entire amount owed deposited into the County-sponsored Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

   b. Effective January 1, 2017, Covered Employees who retire from County service with

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unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow:

i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

v. Except as provided below, Covered Employees who are compensated for unused sick leave pursuant to paragraphs c.i. through c.iv. above will have the entire amount deposited into the County-sponsored Health Reimbursement Arrangement on their behalf.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had “retired” effective the date they assume the County elected office.

C. Bereavement Leave

1) Bereavement leave will be granted in the case of death in the immediate family of the Employee or spouse, pursuant to the Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1) Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2) A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

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E. Required Continuing Professional Education Leave

1) Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education.

F. All Leaves Recognized by Law

1) As stated in the Colusa County Personnel Rules section 1.108.2, Covered Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave, and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

G. Time Worked While on Leave

1) Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

H. Partial Day Absences

1) In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family- Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

I. Management Leave

Appointed Department Heads shall receive 10-days of Management Leave (either 75 or 80 hours, depending on work week schedule) annually each calendar year. This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next.

Attachment A

Section 4
Health and Welfare

A. Medical Insurance

1. The County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees in accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

Covered Employees who were hired prior to January 1, 2013 and who opt out of the dental plan pursuant to Section B.2. above, shall be provided a $45.00 per month cash-in-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

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C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

2. **Employees Hired Before January 1, 2013**.

   a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $607.75 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $1,525.49 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for employee plus one coverage based upon CalPERS Gold.

      iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $2,076.14 a month, or a dollar amount sufficient that when combined with the MEC is equivalent to the actual premium, minus $350.00, for family coverage based upon CalPERS Gold.

3. **Employees Hired After December 31, 2012.**

   a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, and each December 1st thereafter for the term of this agreement, the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

      i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either of $917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

      ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either $1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Gold.

iii. For employees who are enrolled in family coverage, the County will contribute the greater of either $2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Gold.

b. In the event an employee has excess County Cafeteria contributions (before or after AFLAC or Colonial), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

c. Upon expiration of the MOU, County contributions shall remain at the 2025 contribution rates until such time as an alternative agreement is reached or alternative terms are imposed following the exhaustion of impasse and fact-finding procedures, if applicable.

D. Cash In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Covered Employees hired prior to January 1, 2013 and who qualify for the above-described cash-in-lieu benefit shall receive $435 per month.

    b. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash-in-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section G, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

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a. For retirees who were hired before January 1, 2013 and who retired prior to the execution of this document, the County will contribute $128.26.

b. For employees who were hired before January 1, 2013 and who retire following the execution of this document, the County will contribute $128.26.

c. The County will continue to contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired by a CalPERS employer on or prior to December 31, 2012 shall receive the following CalPERS benefits.

a. Safety

- CalPERS 3% @ 50 retirement formula
- Single highest year compensation
- Employee shall pay the nine percent (9%) member contribution, plus an additional three percent (3%) of the employer's contribution, for a total of twelve percent (12%).

b. Miscellaneous

- 3% @ 60 retirement formula
- Single highest year compensation
- Employee shall pay the 8% member contribution

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2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.7% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a. Safety

      - 2.5% @ 57 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   b. Miscellaneous

      - 2% @ 62 retirement formula
      - Three-year average of final compensation
      - Employee shall pay 50% of the normal cost as determined by CalPERS

   Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

   a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

   b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

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C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

      i. For Appointed Department Heads up to $100 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

   b. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

   a. Covered Employees are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

   b. Covered Employees should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Accelerated Salary Steps

1. Employees may be suitable for accelerated steps (equivalent to a 5% to 15% increase) when, in the discretion of the CAO, their service to the County of Colusa is highly meritorious, and based on eligibility for advanced steps criteria. (Appendix A)

Attachment: Apptd Department Heads MOU 2023-2025 CHANGES ACCEPTED 01022024 (9512 : MOU between the County of Colusa and the

Attachment: Apptd Department Heads MOU 2023-2025 CHANGES ACCEPTED 01022024 (9512 : MOU between the County of Colusa and the

C. Class Specifications – New and Revised

1. When a new classification is added to an existing organizational structure, the change in Salary Step and/or Range will allow the impacted employee to have additional ladders of success within their new salary schedule and/or Range. Any non-promoting employee Salary Step and/or Range movement, resulting from ensuring the correct class compaction, will be equal to, or as close to, but not less than, that employee's current grade. Further, the Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer. (Appendix B)

D. Telework Eligibility

1. Telework may be added to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework, unless additional time is approved by the Board of Supervisors. (Appendix C)

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or the Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees are at-will employees and serve at the pleasure of the appointing authority.

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves CAO flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the CAO, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule); contingent upon the strict above criteria, in addition to Departmental budget capability.

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Attachment A

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.

The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

    1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

    2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

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3) Upward: The Director of Human Resources will grant status to the incumbent when either:
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency- / Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

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Attachment A

APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum. Additional days may be given with Board of Supervisors approval.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.

A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

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The CAO may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. **Position Eligibility**
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by the CAO.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. **Employee Eligibility**
An employee may be suitable for remote work when in the discretion of the CAO, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**, *unless additional days are approved by the Board of Supervisors*, and on a

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recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the CAO, if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

e. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at

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their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify the CAO and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by the CAO or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The CAO may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no

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additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

i. Maintenance or repairs of privately-owned equipment.

ii. Utility costs associated with the use of electronics; including internet service costs.

iii. Costs associated with the occupation of the home/offsite work location.

iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

v. Costs associated with use of a personal cell phone or landline.

vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.

b. Employees may not disclose confidential or private files, records, materials, or information,

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[1] *5 U.S.C. § 5702 Per diem; employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement.* https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite/

[2] *An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:*

- *The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite.*
- *In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area.*
- *The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements".* https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/

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and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.

b. County of Colusa IT will verify compliance through various methods, including but not limited to; business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

SECTION V – PROCEDURE

A. Application Procedure

a. Employee discusses their desire to telework verbally or in writing to the CAO.

b. CAO and Employee communicate regarding the appropriateness of Employees request.

c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to the CAO.

d. CAO will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.

e. CAO will indicate approval or denial on both forms. If the application is denied, the CAO will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the CAO and the Human Resources Director or designee to discuss and mediate the decision.

f. Upon approval, the Employee and CAO will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form*.

g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

a. CAO will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.

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i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.

ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.

c. Employees may be required by the CAO to provide ongoing updates or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. The CAO may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.

b. If the Telework Program is terminated, the CAO or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form.

c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the CAO.

    a. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the CAO.

d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

a. All Employees must cooperate with any investigations into possible violations of this policy.

b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into

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allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

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COUNTY OF COLUSA, CA

4.4

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Adopt a Resolution approving the Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2023.

Adopt a Resolution approving the Salary and Benefits Compensation Package for the Unrepresented Unit, effective October 1, 2023.

Detailed Description/Background of request

By law, the Board of Supervisors ("Board") is authorized to set the compensation to be paid to County officers and employees. Chapter 2, Article I, Section 2-14 of the Colusa County Code specifies that employee compensation is to be set by resolution adopted by a majority of the Board.

Pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and the Colusa County Personnel Rules, the County recently completed negotiations with the County's various represented bargaining units and has adopted Memoranda of Understanding covering each of these represented groups.

The purpose of the proposed Board Resolution is to adopt the Salary and Benefits Compensation Package ("Benefits Package") for those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees"). Employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" or "URADH" and occupy the following positions: County Administrative Officer (URADH), County Administrative Office Budget Analyst (URD); County Counsel (URADH); Human Resources Director (URADH); Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD). Collectively they may be referenced as "Covered Employees" or "Employees." The specifics of the agreements are as follows:

- **Term:** 2 years beginning October 1, 2023 and ending September 30, 2025.
- **Salaries / Wages:** Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employees (URD) will be increased by two-and-one-half percent (2.5%).

  Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employees (URD) will be increased by two percent (2%).

Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employee Department Heads (URADH) will be increased by four percent (4%).

Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employee Department Heads (URADH) will *not* be increased.

In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period October 1, 2023 through the date of the Board of Supervisors adoption of this MOU.

- **Health and Welfare / Cafeteria Plan:** Each MOU increases the County's non-elective contributions to the Cafeteria Plan effective December 1, 2023 as follows: The County's total monthly non-elective contributions (including MEC) will be $917.75 for employee only coverage; $1,835.49 for employee plus one coverage; and, $2,386.14 for family coverage.

  Effective December 1, 2024 the County will make non-elective contributions into the Cafeteria Plan on behalf of each represented employee who is enrolled in the CalPERS medical plan sufficient that when combined with the MEC totals the following:

  i. For employees who are enrolled in employee only coverage, the County will contribute the greater of either a total of $917.75 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for employee only coverage based upon CalPERS Gold.

  ii. For employees who are enrolled in employee plus one coverage, the County will contribute the greater of either a total of $1,835.49 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium, for employee plus one coverage based upon CalPERS Gold.

  iii. For employees who are enrolled in family coverage, the County will contribute the greater of either a total of $2,386.14 a month or a dollar amount sufficient that when combined with the MEC is the equivalent of the actual premium for family coverage based upon CalPERS Gold.

- **Health and Welfare / Medical In Lieu:** Employees hired after December 31, 2012 and who qualify for the above-described In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

- **Leaves / Vacation Leaves:** The County agrees to eliminate the 6-month waiting period; allow new hires to accrue vacation based on their prior public service (effective October 1, 2023); and update the accrual years by deleting the obsolete accrual tables.

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Max Accumulation 37.5-hour week	Max Accumulation 40-hour week
0 - 3 yrs.	0 - 10 days	6.25 hours	6.666 hours	112.50 hours	120 hours
4 - 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180 hours
8 - 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300 hours

- **Deferred Compensation:** Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match Unrepresented Employee (URD) contributions to a county-offered IRC 457 Plan up to $50 maximum with an additional ten dollars ($10.00) contribution for each tier.

  Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match Appointed Department Head (URADH) employee contributions to a county-offered IRC 457 Plan up to $100 per month.

- **Management Leave**: For Unrepresented Employees (URD) 56 hours - use or lose. For Unrepresented Department Heads (URADH) 10 days annually (either 75 or 80 hours, depending on current URADH schedule) each calendar year - use or lose.

  This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next.

- **Vehicle & Mileage Allowance**: $250 per month flat rate in-county for all Appointed Department Heads (URADH); must submit for reimbursement for outside county travel.

- **Accelerated Salary Steps:** Allowing eligible members advancement by way of accelerated step increases (equivalent to a 5% to 15% increase) involving an overall career review, reserved only for the most highly distinguished employees in the County organization.

- **Class Specifications - New and Revised:** Formalizing expectations of changes in Salary Range and Salary Step placement so that when a new classification is introduced, establishment of a higher classification provides promoting employees with a pathway for career advancement and ladders of success and guarantees any non-promoting employees impacted will maintain accurate class compaction by step placement within the new salary range closest to, but not lower than, their existing salary. This allows impacted employees at maximum steps to have additional ladders of success within their new salary range. Further, the Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, become final when approved by the County Administrative Officer.

- **Telework Eligibility**: Adding telework to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework.

- **Housekeeping:** MOU includes non-economic, non-substantive clean-up language intended to correct typographical errors, clarify existing benefits and/or remove obsolete language, such as references to Chapter 45.

Staff recommends the Board approve the attached resolution and authorize the Chair to sign.

Prior Board Action

None.

Fiscal Impact/Funding Source

The approximate fiscal year 2023-24 cost of these MOUs will be approximately $52,400, which will be charged to the General Fund, however a portion of this amount will be recouped through the cost plan. This expense is budgeted in the FY23-24 adopted budget.

The new cost in Fiscal Year 2024-25 will be approximately $36,100 (which includes three months of salary increase plus insurance, vehicle allowance and deferred comp for those who contribute), which will be charged to the General Fund, however a portion of this amount will be recouped through the cost plan. The FY 2024-25 costs will be included in the budget.

The new cost in the first quarter of Fiscal Year 2025-26 will be approximately $22,200, which will be charged to the General Fund, however a portion of this amount will be recouped through the cost plan. The FY 2025-26 costs will be included in the budget.

These costs do not include the time used for the management leave approved.

Action for the Clerk

Obtain necessary signatures.

ATTACHMENTS:

- Unrepd Resolution 2023 01022024 (DOCX)
- Unrepd MOU 2023-2025 REDLINES (PDF)
- Unrepd MOU 2023-2025 CHANGES ACCEPTED (PDF)

RESOLUTION ___-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALARY AND BENEFITS COMPENSATION PACKAGE FOR UNREPRESENTED EMPLOYEES EFFECTIVE OCTOBER 1, 2023

WHEREAS, the Board of Supervisors is authorized to prescribe and set compensation amounts for County officers and County employees;

WHEREAS, Chapter 2, Article I, Section 2-14 of the Colusa County Code requires that, except as otherwise provided by law, the compensation paid to County employees shall be fixed by resolution adopted by a majority of the Board of Supervisors;

WHEREAS, the Board of Supervisors currently has in effect Memoranda of Understanding which became effective October 1, 2023, expiring September 30, 2025 covering those employees represented by the Colusa County Employees' Association, and the Colusa County Management Coalition and the Colusa County Deputy Sheriffs' Association which describes mutually agreed upon terms of compensation and benefits provided to these employees; and

WHEREAS, the Board of Supervisors now wants to establish the compensation amounts to be paid to the County's unrepresented employees for the period of October 1, 2023 through September 30, 2025.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors approves the total salary and benefits compensation package for the County's unrepresented employees as described in Attachment A; and,

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors retains the authority to modify the salary and benefits compensation package outlined in Attachment A at any time by resolution adopted by a majority of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 2nd day of January, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent Boes, Chairperson
Colusa County Board of Supervisors

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

By: _____
Deputy Board Clerk

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Attachment: Unrepd Resolution 2023 01022024 (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

Attachment A

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

DRAFT

SALARY AND BENEFITS COMPENSATION PACKAGE
UNREPRESENTED EMPLOYEES

October 1, ~~2019~~ 2023 – September 30, ~~2023~~2025

Attachment A

TABLE OF CONTENTS

PREAMBLE 3

Section 1 - Salaries

A. Salaries 3

Section 2 - Holidays

A. Holidays 4
B. Floating Holiday 4

Section 3 - Leaves

A. Vacation 4
B. Sick Leave ..... ~~4~~5
C. Bereavement Leave ..... ~~5~~6
D. Jury Duty or Court Witness ..... ~~5~~7
E. Education Leave ..... ~~6~~7
F. Required Continuing Professional Education Leave ..... ~~6~~7
G. All Leaves Recognized by Law ..... ~~6~~7
H. Time Worked While on Leave ..... ~~6~~8
I. Partial Day Absences ..... ~~7~~8
J. Management Leave 8

Section 4 – Health and Welfare

A. Medical Insurance ..... ~~7~~9
B. Dental Insurance ..... ~~7~~9
C. Cafeteria Plan ..... ~~8~~9
D. Cash-In-lieu of Medical Coverage ..... ~~9~~10
E. Vision Care and Employee Assistance Plans ..... ~~9~~11
F. Health Reimbursement Arrangement ..... ~~10~~11
G. Employee Wellness Program 11
H. Health Care Compliance ..... ~~10~~12

Section 5 - Retirement

A. Retirement Plans ..... ~~10~~12

1. Tier 1 ..... ~~10~~12
2. Tier 2 ..... ~~11~~12
3. Tier 3 12

B. Retirement Plan Contributions ..... ~~11~~13
C. Federal Insurance Contribution Act (FICA) Tax ..... ~~12~~13
D. Internal Revenue Code Section 457 Deferred Compensation Plans ..... ~~12~~13

DRAFT

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

Attachment A

TABLE OF CONTENTS

Section 6 - Miscellaneous

A. Required Licenses..... ~~12~~14
B. Layoffs 13
C. Accelerated Salary Steps 13
D. Class Specifications – New and Revised 13
E. Telework Eligibility..... 14

Section 7 – ~~Chapter 45~~Colusa County Personnel Rules
..... ~~13~~15

Section 8 – Employment Status ..... ~~13~~15

Appendix A (Accelerated Salary Steps) 16

Appendix B (Class Specifications – New and Revised)..... 17

Appendix C (Telework Eligibility) 19

DRAFT

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

Attachment A

Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees"). Employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" or "URADH" and occupy the following positions: County Administrative Officer (URADH), County Administrative Office Budget Analyst (URD); County Counsel (URADH); Human Resources Director (URADH); ~~and,~~ Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD). ~~-~~Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. ~~Effective January 2020 the wages of all Covered Employees shall be increased by two and six-tenths percent (2.6%). In lieu of retro pay, employees will be paid a lump sum amount equivalent to two and six-tenths percent (2.6%) of their compensation during the period October 1, 2019 through March 31, 2020.~~

2. ~~Effective the first full pay period following October 1, 2020, the wages of all Covered Employees shall be increased by a minimum of one percent (1%). Should the percentage change in the Consumer Price Index for All Urban Consumers, West region, All items, not seasonally adjusted (CPI-U), in the one year period ending September 2020, be more than one percent (1%), in lieu of the minimum 1% increase, the wages of all Covered Employees shall be increased by the actual CPI-U percentage increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%).~~

3. ~~Effective the first full pay period following October 1, 2021, the wages of all Covered Employees shall be increased by a minimum of one percent (1%). Should the percentage change in the CPI-U in the one year period ending September 2021, be more than one percent (1%), in lieu of the minimum 1% increase, the wages of all Covered Employees shall be increased by the actual CPI-U percentage increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%).~~

4. ~~Effective the first full pay period following October 1, 2022, the wages of all Covered Employees shall be increased by a minimum of one percent (1%). Should the percentage change in the CPI-U in the one year period ending September 2022, be more than one percent (1%), in lieu of the minimum 1% increase, the wages of all Covered Employees shall be increased by the actual CPI-U percentage increase, rounded to the nearest 1/10th of one percent, up to a maximum of three percent (3%).~~

1. Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employees (URD) will be increased by two-and-one-half percent (2.5%).

   Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employees (URD) will be increased by two percent (2%).

Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employee Department Heads (URADH) will be increased by four percent (4%).

Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employee Department Heads (URADH) will not be increased.

2. In lieu of retro pay, all unrepresented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period October 1, 2023 through the effective date of the pay increase as set forth in paragraph 1 of this section.

Section 2
Holidays

A. Holidays

1. Covered Employees are entitled to the paid holidays specified in section 1.108.2(f) of the Colusa County Personnel Rules,~~Chapter 45 section 45.8.3 of the Colusa County Code~~, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

2. Covered Employees each fiscal year as a group may request and will receive as a floating holiday one day not identified as a holiday in Colusa County Personnel Rules §1.108.2(f)~~Chapter 45~~. The specific day requested as a floating holiday shall be subject to the approval of the Board of Supervisors.

Section 3
Leaves

A. Vacation

~~1. The County requires Covered Employees who are designated URADH to manage their employees' vacations and their own vacations by scheduling vacation in keeping with the expectations of Chapter 45.~~

~~2. Covered Employees are entitled to Vacation Leave with pay as provided in Chapter 45 section 45.8.4 et seq. of the Colusa County Code.~~

1. Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

   1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis

   2) Employees are encouraged and expected to use all vacation in the year in which credited;

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Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40- hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hur basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

B. Sick Leave

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Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in 1.108.2(b) et seq. of the Colusa County Personnel Rules~~Chapter 45, Section 45.8.5 et seq.~~ of the Colusa County Code except as follows:

    a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in section 1.108.2(b) et seq. ~~Chapter 45, Section 45.8.5.6, Subsections 45.8.5.6.1 through 45.8.5.6.3~~ except that:

    b. Effective January 1, 2017, Covered Employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

        i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

        ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

        iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

        iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

        v. Covered Employees who are compensated for unused sick leave pursuant to paragraphs ~~c~~b.i through ~~c~~b.iv above may have any amount owed deposited into the County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored Health Reimbursement Arrangement (“HRA”) subject to the limitations of the HRA Plan Document.

            1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had “retired” effective the date they assume the County elected office.

C. Bereavement Leave

~~1. Bereavement leave will be granted in the case of death in the immediate family of the Employee or spouse, as follows:~~

~~a. Five (5) days per death in the immediate family.~~

DRAFT

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

~~b. After five (5) days, the employee may have additional leave as allowed by Chapter 45.8.5.11.~~

~~c. Bereavement Leave does not accumulate, cannot be transferred and has no cash out value.~~

~~d. "Immediate Family" means spouse, registered domestic partner, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law; Adopted, foster and step members are also included in immediate family. For the purposes of this Section, the family members of a registered domestic partner will have the same status as the family members of a spouse.~~

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making his/her recommendation to the Board to grant educational leave: Whether

a. Education or training will increase on-the-job skills; and

b. Education or training will increase the Employee's qualifications for promotion; and

c. The Employee indicates a desire to make County employment a career; and

d. The Employee has demonstrated high motivation for self-improvement; and

e. The Employee has shown indications of superior work performance in present position; and

f. The Employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

g. The Employee has shown potential, motivation and suitability for further educational opportunity.

F. ~~—~~Required Continuing Professional Education Leave

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

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1. Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education

G. All Leaves Recognized by Law

1. As stated in Colusa County Personnel Rules section 1.108.2, ~~Chapter 45.8.10.1 Covered~~ Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While on Leave

1. Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Unrepresented Employees (URD) are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year.

   Unrepresented Department Heads (URADH) are entitled to a total of 10 days (75 or 80 hours, depending on current URADH schedule) of Management Leave for each calendar year.

   This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

DRAFT

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

Section 4
Health and Welfare

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees In accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

not provided, the employee shall be required to enroll in the dental plan.

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

    a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, ~~Effective with the April 30, 2020 paycheck~~ the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

        i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 ~~885.00~~ a month.

        ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 ~~1,215.00~~ a month.

        iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 ~~1,520.00~~ a month.

    b. Effective December 1, ~~2020~~ 2024 and each December 1st thereafter for the term of this Compensation Package the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC, totals the following:

        i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 ~~885.00~~ a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Select.

        ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 ~~1,215.00~~ a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Select.

        iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 ~~1,520.00~~ a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Select.

DRAFT

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

d. Upon expiration of this Compensation Package, County contributions shall remain at the ~~2023~~ 2025 contribution rates until such time as an alternative Compensation Package is approved by the Board.

D. In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

   a. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $~~311~~ 333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.
   ~~a.~~ .

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

   a. Covered Employees hired after January 1, 2013 and who subsequently retire are not eligible for any retiree health benefit payments other than the MEC.

   b. Commencing January ~~–~~2020 the County will contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

G. Employee Wellness Program

The County will reimburse employees covered by this Agreement for up to 15% of their monthly gym membership fee through the Trindel Insurance program. The County, through the Human Resources Department, will provide information to employees about this program.

H. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

   a) Miscellaneous

   - 3% @ 60 retirement formula
   - Single highest year compensation
   - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous

   - 2% @ 62 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

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3. Tier 3 — New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

   a) Miscellaneous

   - 2% @ 62 retirement formula
   - Three-year average of final compensation
   - Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

   a. 2. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

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~~i.~~ a. For Employees with up to seven (7) years of county service, $20.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

~~ii.~~ b. For Employees with seven (7) to fifteen (15) years of county service up to $30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

~~iii.~~ c. For Employees with more than fifteen (15) years of county service up to $40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

~~b.~~ 3. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

a. Covered Employees who are designated as URADH are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

b. Covered Employees who are designated as URADH should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

C. Accelerated Salary Steps

1. Employees may be suitable for accelerated steps (equivalent to a 5% to 15% increase) when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious, and based on eligibility for advanced steps criteria. (Appendix A)

D. Class Specifications – New and Revised

1. When a new classification is added to an existing organizational structure, the change in Salary Step and/or Range will allow the impacted employee to have additional ladders of

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success within their new salary schedule and/or Range. Any non-promoting employee Salary Step and/or Range movement, resulting from ensuring the correct class compaction, will be equal to, or as close to, but not less than, that employee's current grade. Further, the Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer. (Appendix B)

E. Telework Eligibility

1. Telework may be added to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework. (Appendix C)

Section 7
~~Chapter 45~~Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County ~~Code, Chapter 45~~Personnel Rules.

Section 8
Employment Status

Nothing in this document or Colusa County ~~Code Chapter 45~~Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees who are designated as URADH and the Senior/Deputy County Counsel are at-will employees and serve at the pleasure of the appointing authority.

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Attachment A

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves Department Head flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a department head justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule); contingent upon the strict above criteria, in addition to Departmental budget capability.

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Attachment A

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.
The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

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3) Upward: The Director of Human Resources will grant status to the incumbent when either:
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency-/Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

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APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.

A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

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A department head or designee may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. Position Eligibility
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by their department head.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. Employee Eligibility
An employee may be suitable for remote work when in the discretion of the Department Head, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**,

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and on a recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the department head or designee if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees may work overtime only when directed to do so and approved in advance by the department head or their designee.

e. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

f. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at

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their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify their department head or designee and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by their department head or designee or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The department head or designee may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no

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additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

i. Maintenance or repairs of privately-owned equipment.

ii. Utility costs associated with the use of electronics; including internet service costs.

iii. Costs associated with the occupation of the home/offsite work location.

iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

v. Costs associated with use of a personal cell phone or landline.

vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees and their department head or designee shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.

b. Employees may not disclose confidential or private files, records, materials, or information,

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[1] *5 U.S.C. § 5702 Per diem; employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement.* https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite/

[2] *An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:*

- *The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite.*
- *In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area.*
- *The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements".* https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/

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and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.

b. County of Colusa IT will verify compliance through various methods, including but not limited to; business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

SECTION V – PROCEDURE

A. Application Procedure

a. Employee discusses their desire to telework verbally or in writing to their department head or designee.

b. Department head or designee and Employee communicate regarding the appropriateness of Employees request.

c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to their department head or designee.

d. Department head or designee will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.

e. Department head or designee will indicate approval or denial on both forms. If the application is denied, the department head or designee will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the department head or designee and the Human Resources Director or designee to discuss and mediate the decision.

f. Upon approval, the Employee and department head or designee will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form*.

g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

a. Supervisors will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.

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i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.

ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.

c. Employees may be required by their department head or designee to provide ongoing updates or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. A department head or designee may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.

b. If the Telework Program is terminated, the department head or designee or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form.

c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the department head or designee.

    a. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the department head or designee.

d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

a. All Employees must cooperate with any investigations into possible violations of this policy.

b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into

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allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

DRAFT

Attachment: Unrepd MOU 2023-2025 REDLINES (9513 : MOU between the County of Colusa and the Colusa County Unpresented Unit)

Attachment A

SALARY AND BENEFITS COMPENSATION PACKAGE
UNREPRESENTED EMPLOYEES

October 1, 2023 – September 30, 2025

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Attachment A

TABLE OF CONTENTS

PREAMBLE 3

Section 1 – Salaries

A. Salaries 3

Section 2 – Holidays

A. Holidays 4
B. Floating Holiday 4

Section 3 – Leaves

A. Vacation 4
B. Sick Leave 5
C. Bereavement Leave 6
D. Jury Duty or Court Witness 6
E. Education Leave 6
F. Required Continuing Professional Education Leave 6
G. All Leaves Recognized by Law 7
H. Time Worked While on Leave 7
I. Partial Day Absences 7
J. Management Leave 7

Section 4 – Health and Welfare

A. Medical Insurance 8
B. Dental Insurance 8
C. Cafeteria Plan 8
D. Cash-In-lieu of Medical Coverage 10
E. Vision Care and Employee Assistance Plans 10
F. Health Reimbursement Arrangement 10
G. Employee Wellness Program 10
H. Health Care Compliance 11

Section 5 – Retirement

A. Retirement Plans 11
   1. Tier 1 11
   2. Tier 2 11
   3. Tier 3 11
B. Retirement Plan Contributions 12
C. Federal Insurance Contribution Act (FICA) Tax 12
D. Internal Revenue Code Section 457 Deferred Compensation Plans 12

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Attachment A

TABLE OF CONTENTS

Section 6 – Miscellaneous

A. Required Licenses..... 13
B. Layoffs 13
C. Accelerated Salary Steps 13
D. Class Specifications – New and Revised 13
E. Telework Eligibility..... 14

Section 7 – Colusa County Personnel Rules 14

Section 8 – Employment Status 14

Appendix A (Accelerated Salary Steps) 15

Appendix B (Class Specifications – New and Revised)..... 16

Appendix C (Telework Eligibility) 18

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Attachment A

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Preamble

This Salary and Benefits Compensation Package applies to those County employees who are assigned to the Unrepresented Unit and are not represented by any employee organization ("Covered Employees"). Employees assigned to the Unrepresented Unit may be referenced as "Unrepresented Employees", "URD" or "URADH" and occupy the following positions: County Administrative Officer (URADH), County Administrative Office Budget Analyst (URD); County Counsel (URADH); Human Resources Director (URADH); Senior/Deputy County Counsel (URD); and Principal Human Resources Analyst (URD). Collectively they may be referenced as "Covered Employees" or "Employees."

Section 1
Salaries

A. Salaries

1. Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employees (URD) will be increased by two-and-one-half percent (2.5%).

   Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employees (URD) will be increased by two percent (2%).

   Effective the first full pay-period following Board Approval of this MOU, the wages for the Unrepresented Employee Department Heads (URADH) will be increased by four percent (4%).

   Effective the first full pay period following October 1, 2024 wages for the Unrepresented Employee Department Heads (URADH) will *not* be increased.

2. In lieu of retro pay, all represented employees will be paid a lump sum amount equivalent to the percentage increases outlined above and in Appendix A, for the period October 1, 2023 through the effective date of the pay increase as set forth in paragraph 1 of this section.

Section 2
Holidays

A. Holidays

1. Covered Employees are entitled to the paid holidays specified in section 1.108.2(f) of the Colusa County Personnel Rules, which shall be considered to fall on the day-of-the-week designated as the day of celebration by the Board.

B. Floating Holiday

2. Covered Employees each fiscal year as a group may request and will receive as a floating holiday one day not identified as a holiday in Colusa County Personnel Rules §1.108.2(f). The specific day requested as a floating holiday shall be subject to the approval of the Board of Supervisors.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Section 3
Leaves

A. Vacation

Employees covered by this Agreement are entitled to Vacation Leave with pay as provided in section 1.108.2(a) et seq. of the Colusa County Personnel Rules. (NOTE: the following language in this section Article VII, A, 1-12 will be removed upon incorporation into the Personnel Rules).

1) The County vacation leave with pay plan functions under an accrual and usage plan (the plan). Under the plan, vacation will be earned and credited on a monthly-basis

2) Employees are encouraged and expected to use all vacation in the year in which credited;

3) Vacation shall be used in no less than fifteen-minute increments;
   a) Only accrued leave can be used. If there is no leave on the books, it cannot be used.

4) Vacation must be scheduled in advance, subject to pre-approval by the employee's supervisor;

5) Appointing authorities are charged with actively managing the vacation usage of their employees, to ensure vacation is used in accordance with this section;

6) Vacation shall accrue on an hourly basis, based on an employee's anniversary date. An employee may accumulate a maximum of 1.5 times their annual accrual. An employee who accumulates vacation in excess of the maximum allowable hours will stop accruing vacation until their accumulated vacation hours fall below the maximum allowed.

7) Vacation shall accrue and may be accumulated at the following rates:

Time in Service	Annual Vacation	Monthly Accrual 37.5-hour week	Monthly Accrual 40-hour week	Maximum Accumulation 37.5-hour week	Maximum Accumulation 40- hour week
0 through 3 yrs.	0 – 10 days	6.25 hours	6.666 hours	112.50 hours	120.00 hours
4 through 7 yrs.	15 days	9.375 hours	10.000 hours	168.75 hours	180.00 hours
8 through 11 yrs.	20 days	12.500 hours	13.333 hours	225.00 hours	240.00 hours
12+ yrs.	25 days	15.625 hours	16.666 hours	281.25 hours	300.00 hours

8) Vacation hours accumulated by an employee before January 1, 2009, will be carried forward in a separate employee vacation account, which may be referenced as the "pre-2009 vacation account," subject to the following:

   a) Effective January 1, 2014, the value of each vacation hour included in an employee's pre-2009 vacation account will be calculated at the employee's current hourly rate of pay and will be frozen at that amount.

   b) If, subsequent to January 1, 2014, an employee takes vacation-time off using vacation hours credited to the pre-2009 vacation account, they will be granted vacation time off on an hour-for-hour basis, without regard for their current rate of pay.

9) Legal holidays occurring during vacation leave will not be charged as vacation leave but as a holiday;

10) Part-time employees shall accrue and may accumulate vacation leave on a pro-rata basis equal to their prorated service time and their prorated hours worked;

11) Upon termination, the employee or their estate will be paid the monetary value of the earned unused vacation in the employee's vacation account.

12) Starting from the first complete pay period after October 1, 2023, all employees will be able to include their previous public service experience for calculating vacation accrual. Verifiable experience is counted in complete years (equivalent to twelve [12] months). Each employee shall be credited for the purpose of accrual, with years of service at other public agencies on a year for year basis. The maximum vacation allowance will correspondingly align with the updated years of service for vacation.

B. Sick Leave

1. Covered Employees are entitled to accrue, accumulate and use Sick Leave with pay as provided in 1.108.2(b) et seq. of the Colusa County Personnel Rules of the Colusa County Code except as follows:

    a. Effective January 1, 2017, each Covered Employee who separates from County service will be compensated for unused sick leave based on the formula specified in section 1.108.2(b) et seq. except that:

    b. Effective January 1, 2017, Covered Employees who retire from County service with unused sick leave that was accrued and accumulated after December 31, 2009 will be compensated based on the formula and conditions which follow**:**

        i. An Employee who retires with at least fifteen years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 200 hours at the time of retirement will receive an amount equal to twenty-five percent (25%) of his/her current base hourly salary for all qualified hours.

        ii. An Employee who retires with at least twenty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 250 hours at the time of retirement will receive an amount equal to fifty percent (50%) of his/her current base hourly salary for all qualified hours.

        iii. An Employee who retires with at least twenty-five years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 300 hours at the time of retirement will receive an amount equal to seventy-five percent (75%) of his/her current base hourly salary for all qualified hours.

        iv. An employee who retires with at least thirty years of Colusa County service and a minimum combined (old bank plus new bank) sick leave balance of 350 hours at the time of retirement will receive an amount equal to one hundred percent (100%) of his/her current base hourly salary for all qualified hours.

        v. Covered Employees who are compensated for unused sick leave pursuant to paragraphs b.i through b.iv above may have any amount owed deposited into the County offered IRC 457 Deferred Compensation Plan subject to the limitations of such Plan and/or to have any amount owed deposited into the County-sponsored

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Health Reimbursement Arrangement ("HRA") subject to the limitations of the HRA Plan Document.

1. For the purposes of this benefit only, County employees who are elected to a County office will be compensated as though they had "retired" effective the date they assume the County elected office.

C. Bereavement Leave

1. Bereavement leave will be granted in the case of death in the immediate family of the employee or spouse, pursuant to Colusa County Personnel Rules 1.108.2(d).

D. Jury Duty or Court Witness

1. Covered Employees who are required to serve on jury duty shall receive full pay, but shall remit to the County any compensation, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

2. A Covered Employee who is required to appear as a witness in a court case which involves the County or County business shall receive full pay, but shall remit to the County any witness fees, including fees received as an expert witness, except reimbursement for parking, meals, mileage or lodging which may be received for such service.

E. Education Leave

1. Upon the recommendation of the department head, the Board of Supervisors may grant an employee up to nine (9) months of educational leave without pay. The department head shall consider the following criteria in making his/her recommendation to the Board to grant educational leave: Whether

   a. Education or training will increase on-the-job skills; and

   b. Education or training will increase the Employee's qualifications for promotion; and

   c. The Employee indicates a desire to make County employment a career; and

   d. The Employee has demonstrated high motivation for self-improvement; and

   e. The Employee has shown indications of superior work performance in present position; and

   f. The Employee has shown evidence of promotional potential indicating the capacity to perform in a more responsible position; and

   g. The Employee has shown potential, motivation and suitability for further educational opportunity.

F. Required Continuing Professional Education Leave

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

1. Covered Employees who are required by law to maintain a license/certificate in order to perform their job duties will be provided paid time away from work to complete such required continuing education

G. All Leaves Recognized by Law

1. As stated in Colusa County Personnel Rules section 1.108.2, Employees may take any leave recognized by law including but not limited to military leave, medical leave, pregnancy disability leave, domestic violence leave and school activities leave. Information on the requirements for these leaves may be obtained from the Human Resources Department.

H. Time Worked While on Leave

1. Covered Employees on sick or vacation leave are not expected to work, which includes taking phone calls and checking or responding to e-mails. A Covered Employee who does work while on sick or vacation leave may request a credit be added for actual time worked back into the relevant leave account. Any such request shall include supporting written documentation showing how and why the time was spent.

I. Partial Day Absences

1. In recognition of the extended hours often worked by Covered Employees who are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and at the sole discretion of the Appointing Authority (or Assistant in the Appointing Authority's absence), FLSA Exempt employees may be granted partial day absences without charging such absences to an appropriate leave balance subject to the following limitations:

   a. Partial day absences which would otherwise be charged to Sick Leave, including Family-Sick Leave, shall be charged to Sick Leave.

   b. If a Covered Employee has been placed on a Performance Improvement Plan or is the subject of a Coaching Memorandum related to attendance issues, partial day absences shall be charged to the appropriate leave balance.

J. Management Leave

1. Unrepresented Employees (URD) are entitled to a total of fifty-six (56) hours of Management Leave for each calendar year.

   Unrepresented Department Heads (URADH) are entitled to a total of 10 days (75 or 80 hours, depending on current URADH schedule) of Management Leave for each calendar year.

   This allocation of Management Leave will be added to eligible employees' accounts starting from the first day of the first full pay period in January, and it will not carry over or accumulate from one year to the next. Any unused Management Leave remaining at the end of the calendar year shall be forfeited. Management Leave is not eligible for cash-out.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

2. Newly eligible employees who commence their county employment after the commencement of the first working day of the first full pay period in January will receive a Management Leave allowance that is proportionate to the duration of their employment during their first calendar year.

Section 4
Health and Welfare

A. Medical Insurance

1. Except as provided in Section H, below the County will contract with the Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and eligible retired employees In accordance with the Public Employees Medical and Hospital Act ("PEMHCA"). Eligibility of active and retired employees and the dependents of active and retired employees to participate in this program shall be in accordance with regulations promulgated by CalPERS.

2. Pursuant to California Government Code section 22892(a) the County will contribute the statutory minimum employer contribution ("MEC") on behalf of each active employee and each retiree who subscribes for coverage.

3. Except as provided herein, Covered Employees shall purchase medical insurance through the CalPERS Medical Program.

    a. Covered Employees who have alternative medical insurance coverage from another source, which provides "Minimum Essential Coverage" as that term is defined by the agencies responsible for the administration of the Affordable Care Act, may, by providing written proof of such alternative coverage to the County, opt out of the CalPERS Medical Program. Employees who opt out of the CalPERS Medical Program shall be required to provide written confirmation of alternative Minimum Essential Coverage annually thereafter, during the CalPERS open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the CalPERS Medical Program.

B. Dental Insurance

1. The County will continue to make dental insurance available to active employees and the eligible dependents of active employees through the County sponsored dental plans. The County's contributions toward such dental insurance shall be capped at $45.00 per month.

2. Except as provided herein, Covered Employees shall be required to purchase dental insurance through a County sponsored plan. Covered Employees who have dental insurance coverage from another source may, by providing written proof of such alternative coverage to the County, opt out of the dental plan. Employees who opt out of the dental plan shall be required to provide written confirmation of alternative coverage annually thereafter, during the dental plan open enrollment period. If such confirmation is not provided, the employee shall be required to enroll in the dental plan.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

C. Cafeteria Plan

1. The County provides a Cafeteria Plan to all Covered Employees. At a minimum, the County Cafeteria Plan provides non-elective County contributions that may be used to pay all or a portion of the monthly premium for County-sponsored group health insurance, and the pre-tax payments of the employee share of County-sponsored group health insurance premiums. The County Cafeteria Plan also includes a Flexible Spending Account, a Health Reimbursement Account, and a Dependent Care Account into which employees may make pre-tax contributions through the execution of Salary Reduction Agreements. Participation in the County Cafeteria Plan shall be pursuant to the terms, conditions and restrictions of the Plan Administrator and shall be subject to the terms that follow.

    a. Effective December 1, 2023 (January 2024 premium) or the first full pay period following Board approval of the MOU, the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC totals the following:

        i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month.

        ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month.

        iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month.

    b. Effective December 1, 2024 and each December 1st thereafter for the term of this Compensation Package the County will make non-elective contributions into the Cafeteria Plan on behalf of each Covered Employee who is enrolled in the CalPERS medical plan pursuant to Section A.3., sufficient that when combined with the MEC, totals the following:

        i. For employees who are enrolled in employee only coverage, the County will contribute a total of $917.75 a month or the dollar equivalent of the actual premium for employee only coverage based upon CalPERS Select.

        ii. For employees who are enrolled in employee plus one coverage, the County will contribute a total of $1,835.49 a month or the dollar equivalent of the actual premium for employee plus one coverage based upon CalPERS Select.

        iii. For employees who are enrolled in family coverage, the County will contribute a total of $2,386.14 a month or the dollar equivalent of the actual premium for family coverage based upon CalPERS Select.

    c. In the event an employee has excess County Cafeteria contributions (before or after AFLAC), the dollar equivalent thereof shall be contributed to the employee's Health Reimbursement Account (HRA) to the extent allowable by law.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

d. Upon expiration of this Compensation Package, County contributions shall remain at the 2025 contribution rates until such time as an alternative Compensation Package is approved by the Board.

D. In-Lieu of Medical Coverage

1. Subject to Section D.2 below, Covered Employees who, pursuant to Section A.3.a, above elect not to receive County-sponsored CalPERS health benefits, the County will provide monthly cash In-lieu benefit which the employee may deposit into an appropriate account within the County Cafeteria Plan or may be taken as a cash payment that will be applied to the employee's monthly paycheck. Amounts taken as cash will be treated as taxable income.

    a. Covered Employees hired after December 31, 2012 and who qualify for the above-described cash In-lieu benefit shall receive $333 per month as of January 1, 2024 and $400 per month as of January 1, 2025.

2. It is specifically understood that the cash In-lieu benefits provided pursuant to this Agreement are subject to compliance with the Health Care provision requirements detailed in Section I, below.

E. Vision Care and Employee Assistance Plans

1. Vision insurance shall be provided in accordance with the Vision Plan and shall include at a minimum an annual examination and the replacement of lenses and frames every twelve (12) months. The County will contribute one-hundred percent (100%) of the monthly premium for employee-only coverage. Covered Employees may enroll eligible family members at the employee's expense and subject to the rules of the insurance provider.

2. The County shall provide to each Covered Employee an Employee Assistance Plan that includes up to six (6) visits during each calendar year with a designated Health Care Provider. Such Employee Assistance shall be strictly confidential and the employee need only show proof of employment with Colusa County to receive this benefit.

F. Health Reimbursement Arrangement

1. The County will make an IRS qualified Health Reimbursement Arrangement ("HRA") available for eligible Covered Employees who retire from the County and enroll in the County-Sponsored Health Plan. Subject to the conditions described below, the County will make monthly contributions into the HRA on behalf of each eligible retiree.

    a. Covered Employees hired after January 1, 2013 and who subsequently retire are not eligible for any retiree health benefit payments other than the MEC.

    b. Commencing January–2020 the County will contribute $50.00 per month into individual IRS qualified Health Reimbursement Arrangement (HRA) accounts for each active Covered Employee. This is in addition to any excess cafeteria funds. Covered Employees will be responsible for any administrative fees associated with their HRA account. Upon retirement the remaining balance of an active employee's HRA will be rolled into the employee's retiree HRA.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

G. Employee Wellness Program

The County will reimburse employees covered by this Agreement for up to 15% of their monthly gym membership fee through the Trindel Insurance program. The County, through the Human Resources Department, will provide information to employees about this program.

H. Health Care Compliance

It is the intent of the County to comply with the legislative and regulatory requirements for the provision of health care. If, during the period covered by this document, it is determined that the County is out of compliance with any health care related mandate or mandates, the County will take the steps necessary to comply

1. If the actions deemed necessary to comply with any health care mandate impact benefits provided to Covered Employees, the County will meet with Covered Employees regarding these impacts.

Section 5
Retirement

A. Retirement Plans

CalPERS Retirement

The County's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

1. Tier 1 – Retirement benefits for classic members hired on or prior to December 31, 2012 shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 3% @ 60 retirement formula
    - Single highest year compensation
    - Employee shall pay the 8% member contribution

2. Tier 2 – New members, as defined by CalPERS, hired on or after January 1, 2013 through September 30, 2016, shall receive the following CalPERS benefits.

    a) Miscellaneous

    - 2% @ 62 retirement formula
    - Three-year average of final compensation
    - Employee shall pay 50% of the normal cost as determined by CalPERS

3. Tier 3 – New members, as defined by CalPERS, hired on or after October 1, 2016, shall receive the following CalPERS benefits.

a) Miscellaneous

- 2% @ 62 retirement formula
- Three-year average of final compensation
- Employee shall pay 50% of the normal cost as determined by CalPERS

Member's contribution toward retirement costs are paid subject to the provisions of section 414(h)(2) of the Internal Revenue Code.

4. Optional Benefits

a. To the extent allowable by CalPERS, the County will continue to provide the optional retirement enhancement, Military Service Credit as Public Service for Miscellaneous employees pursuant to Government Code Section 21024.

b. To the extent allowable by CalPERS, the County will continue to provide the Pre-Retirement Option 2W Death Benefit pursuant to Government Code Section 21548.

B. Retirement Plan Contributions

1. Should the statutory minimum employee member contribution rates for the above retirement plans be increased through State legislative or CalPERS administrative action during the term of this Compensation Package, the County may modify its contributions in its sole discretion.

   a. Subject to all rules and procedural requirements of California Public Employees Retirement System (CalPERS), the County will pay the employer's share of CalPERS contributions.

C. Federal Insurance Contribution Act (FICA) Tax

1. The County shall pay the employer share of FICA taxes and Covered Employees shall pay the employee share of FICA taxes.

D. Internal Revenue Code Section 457 Deferred Compensation Plans

1. The County will continue to make IRC section 457 deferred compensation plans (IRC 457 Plans) available to Covered Employees, subject to the terms and conditions of plan sponsors which, in some cases, may require minimum employee contributions. Employee participation in such plans is voluntary.

2. Except for the matching contributions provided below, the County shall not make contributions on behalf of Covered Employees. Effective the first full pay period following Board of Supervisor's adoption of this Compensation Package, the County will match employee contributions to a county-offered IRC 457 Plan as follows:

   a. For Employees with up to seven (7) years of county service, $20.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

b. For Employees with seven (7) to fifteen (15) years of county service up to $30.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

c. For Employees with more than fifteen (15) years of county service up to $40.00 per month. To qualify for matching contributions, employees must contribute an amount equal to or greater than the plan minimum contribution.

3. Specific information regarding each of the available IRC 457 Plans may be obtained from the Human Resources Department.

Section 6
Miscellaneous

A Required Licenses.

1. Covered Employees are responsible for meeting the requirements and for paying any fees involved in obtaining necessary licenses, certificates, permits, and registrations. However, where such licenses, certificates, permits, and registrations are required in order for the Employee to maintain his/her current position, reimbursement may be sought upon proof of successful completion of tests or other requirements.

   a. Covered Employees who are designated as URADH are responsible for informing their employees that their duties require them to obtain such licenses, etc., and for seeing that their employees obtain the licenses.

   b. Covered Employees who are designated as URADH should make available relevant information regarding applications, fees, and qualifications for licenses required by positions within their department.

B. Layoffs.

1. Layoffs in non-general fund Departments shall be contained within those Departments with no right for laid off employees to bump outside the Departments.

C. Accelerated Salary Steps

1. Employees may be suitable for accelerated steps (equivalent to a 5% to 15% increase) when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious, and based on eligibility for advanced steps criteria. (Appendix A)

D. Class Specifications – New and Revised

1. When a new classification is added to an existing organizational structure, the change in Salary Step and/or Range will allow the impacted employee to have additional ladders of success within their new salary schedule and/or Range. Any non-promoting employee Salary Step and/or Range movement, resulting from ensuring the correct class compaction, will be equal to, or as close to, but not less than, that employee's current grade. Further, the Director of Human Resources through County Administration can

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer. (Appendix B)

E. Telework Eligibility

1. Telework may be added to the work schedule options for those eligible job classifications and eligible employees. Eligible classifications will be allowed up to a maximum of two (2) days per week scheduled telework. (Appendix C)

Section 7
Personnel Rules

Any terms and conditions of employment not specifically discussed herein shall be governed by the provisions of the Colusa County Personnel Rules.

Section 8
Employment Status

Nothing in this document or Colusa County Personnel Rules or the adopted polices and/or practices of Colusa County shall be interpreted or applied in a manner that would alter the employment status of Covered Employees. To the extent a Covered Employees is not a statutorily appointed employee or has an express written employment contract to the contrary, Covered Employees who are designated as URADH and the Senior/Deputy County Counsel are at-will employees and serve at the pleasure of the appointing authority.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

APPENDIX A
ACCELERATED SALARY STEPS

DEFINITION

Accelerated promotional steps are defined as moving a regular, non-probationary employee to a higher salary step before serving for any prescribed minimum number of years after the last promotion or appointment; thereby allowing the flexibility to move an employee to a salary step more than one step up the salary range.

PURPOSE

This rule preserves Department Head flexibility to allow for meritorious salary increases or early promotions, while making it easier to make consistent recommendations for advancement in such cases.

ACCELERATED STEPS CRITERIA

Advancement by way of accelerated step increases involves an overall career review and is reserved only for the most highly distinguished employees in the County organization. An employee may be suitable for accelerated steps when, in the discretion of the Department Head, their service to the County of Colusa is highly meritorious.

Advanced steps are reserved for those employees whose strong work ethic:

1. exceeds performance expectations;
2. has achieved a consistently high rate of productivity, level of skill, and in-depth knowledge of the job;
3. demonstrates dependability, responsibility, high initiative, and ability to work independently; and
4. who may have attained wide recognition reflective of its significant impact to their Department or to the County of Colusa organization;
5. with all of the above outlined in a department head justification submitted to the CAO for review and final approval.

Except in rare and compelling cases, advancement will not occur after less than one year at the current salary step. Moreover, mere length of service and continued good performance is not justification for further salary advancement. There must be demonstration of additional merit and distinction beyond the performance on which the current step was based.

Further, a merit increase in salary steps for a person already serving at an above-scale (11 or higher) salary level, must be justified by strong and compelling *new* evidence of merit and distinction, as continued good service is not an adequate justification.

The salary increase for a person eligible for accelerated steps is a minimum of 5% (which may be achieved in one or two steps depending on location in the salary schedule) and a maximum of 15% (which may be achieved in three to six steps, depending on location in the salary schedule); contingent upon the strict above criteria, in addition to Departmental budget capability.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Attachment A

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

APPENDIX B
CLASS SPECIFICATIONS – NEW AND REVISED

PURPOSE

The County is interested in creating ladders of success for our employees. To that end, the County would like to formalize the expectations of changes in Salary Range and Salary Step placement.

When a new classification is introduced, the establishment of this higher classification will provide promoting employees with a pathway for career advancement, fostering a ladder of success. In the event of adding a new classification to the current organizational structure, where non-promoted employees are impacted, to maintain accurate class compaction, the affected employees will be positioned at the step within the new salary range that is closest to, but not lower than, their existing salary. This will allow the impacted employee to have additional ladders of success within their new salary range, should they be at the maximum step. Further, the County has an interest in efficiency of minor job spec changes without budgetary implications and seeks meet and confer, coupled with CAO approval, to cover such changes.

Class Specifications – New and Revised:

When a position study determines the need for a new classification(s), the Director of Human Resources or his/her designee, develops and implements the new class title, salary range/band, and specification covering the proposed class. Each new or revised specification will be provided to the respective bargaining unit for review. Following bargaining unit review, the Board approves all new and revised specifications with a fiscal impact for implementation.

Procedure for Implementation of Class Changes: The Board approves allocation of positions and new or revised specifications with a fiscal impact, and takes appropriate action of recommended salary matters, in conjunction with the Director of Human Resource and the County Administrative Officer.
The Director of Human Resources through County Administration can make class changes after meet and confer. Classification changes with a budgetary impact must be approved by the Board of Supervisors. Classification actions of the Director of Human Resources, which have no fiscal impact, will become final when approved by the County Administrative Officer.

a) **New Classification:** When a new classification is added to an existing organizational structure and there are non-promoting employees affected by this new classification, in order to ensure correct class compaction, the affected employee will be placed at the step in the new range closest to, but not less than, their current salary.

b) **Reclassified (Reallocated) Positions – Status of Incumbent:** The Director of Human Resources determines whether the reclassification of a position constitutes downward, lateral, or upward movement of the level of the position relative to its former allocation. The following actions prevail with regard to each of the following kinds of changes.

   1) Downward: The incumbent is reassigned to a vacant position in the same class in that department. In-lieu of reassignment, the incumbent may demote to an appropriate vacancy if one exists. If neither of these alternatives is utilized, layoff procedures per Layoff and Rehire Policy 303 will be invoked.

   2) Lateral: The status of the incumbent will remain unchanged in the class to which the position in reallocated.

3) Upward: The Director of Human Resources will grant status to the incumbent when either:
   a) There has been no essential change in the duties or responsibilities of the position during the individual's incumbency; or
   b) There has been a gradual change in the duties and the incumbent has performed the higher-level tasks for at least six (6) months.

c) **Emergency-/Operational-Necessity Work Assignments:** During any period of operational necessity arising from an emergency declared by Federal or State emergency, natural disaster, or as declared by the Board, individuals may be required to temporarily work out of their assigned job class either in the same department or another department.

d) **Out of Class Assignments:** An employee may be requested to perform an out of class assignment for a limited term when a vacancy exists. Employees will be compensated for out of class assignments as negotiated by the respective bargaining unit. Out of class assignment pay is not reportable to CalPERS and is not considered as a part of CalPERS retirement benefit calculation.

e) **Job Analysis:** Job Analysis may be conducted as an aid in meeting the County's Equal Employment Opportunity rule and is undertaken as specified by the Director of Human Resources to provide a basis for the development of more valid selection processes and to restructure job classifications to eliminate artificial employment barriers, if such exist, and to ensure that any requirements are job related.

f) **Classification Records:** The Human Resources Department is responsible for maintaining a listing of all classifications and files of specifications for each classification.

Attachment: Unrepd MOU 2023-2025 CHANGES ACCEPTED (9513 : MOU between the County of Colusa and the Colusa County Unpresented

Attachment A

APPENDIX C
TELEWORK ELIGIBILITY

SECTION I – PURPOSE

Teleworking is a flexible work arrangement that allows eligible County of Colusa ("County") Employees to work in a designated alternative work location other than their primary work location. Teleworking is a cooperative arrangement between employees and their employing department. The Board of Supervisors have approved up to two (2) days per week maximum.

Teleworking benefits employees, the County, County departments, and the community. Benefits include:

- Ability to function during an emergency when the regular worksite is inaccessible
- Increased productivity
- Efficient use of County resources, including office space
- Recruitment and Retention of highly qualified Employees
- Greater flexibility for Employees and departments
- Improved Employee morale and job satisfaction
- Reduced Employee absenteeism
- Reduced Employee commute time and costs
- Decreased energy consumption, air pollution, traffic and parking congestion, and transit overcrowding.

SECTION II – APPLICABILITY

This policy applies to all County Employees that meet the eligibility criteria outlined in Section IV, Part A. For the purposes of this policy "Employee," as defined below, includes appointed and elected officials.

SECTION III – DEFINITIONS

Employee: Officers, deputies, assistants, and all other persons employed by the County including permanent, probationary, part-time, and extra help employees.

SECTION IV – POLICY

All County Employees who telework must have an approved *Telework Agreement and Schedule* form under this policy. A County department may have additional Telework requirements, guidelines, or procedures, provided they are consistent with this policy.

Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Teleworking Employees must comply with all County rules, policies, practices, and instructions.
A teleworking Employee must perform work during scheduled teleworking hours. Teleworking Employees may take care of personal business during breaks and the unpaid lunch period, as they would at the regular worksite.

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A department head or designee may deny, end, or modify a teleworking agreement for any business reason. Similarly, a teleworking Employee may request to end or request to modify a teleworking agreement at any time. Employees may be removed from the Telework Program if they do not comply with the terms of their teleworking agreement and this policy.

Eligibility

Telework is not a right of any employee or position. Eligibility for teleworking is based on both the position and the Employee and is subject to department approval based on the following guidelines:

a. Position Eligibility
An Employee's position may be suitable for teleworking when the job duties:

i. Are independent in nature.
ii. Are primarily knowledge based.
iii. Lend themselves to measurable deliverables.
iv. Do not require frequent in-person interaction at the regular worksite with supervisors, colleagues, clients, or the public.
v. Do not require the employee's immediate physical presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible or can report to their worksite in a reasonable amount of time as determined by their department head.
vi. Immediate physical presence is not routinely essential to on-site workflow.
vii. May be performed remotely without affecting a department's operational needs.

b. Employee Eligibility
An employee may be suitable for remote work when in the discretion of the Department Head, the employee has:

i. Met performance expectations
ii. Demonstrated dependability and responsibility
iii. Demonstrated the ability to effectively communicate with supervisors, coworkers, and clients
iv. Demonstrated initiative and strong work ethic
v. Demonstrated the ability to work independently
vi. Achieved a consistently high rate of productivity
vii. Demonstrated a high level of skill and knowledge of the job
viii. Demonstrated the ability to prioritize work effectively
ix. Good organizational and time management skills
x. Possession of equipment, software, or supplies needed to perform job duties while remotely working.

c. Employees who are not upholding County obligations, such as meeting performance or conduct expectations, are not eligible for the Telework Program.

Agreement Options

a. Teleworking agreements can be on a regular and recurring, or an occasional basis or temporary basis.

i. Regular and recurring means an employee works away from their primary work location on an established day or days, **up to two (2) days per week maximum**,

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and on a recurring schedule.

b. Employees who telework on a regular and recurring basis must be available to work at their primary work location on teleworking days if needed and provided reasonable advance notice. Conversely, occasional requests by Employees to change their regularly scheduled teleworking days should be accommodated by the department head or designee if possible. Employees must obtain prior authorization to change a regularly scheduled teleworking day.

c. Occasional teleworking means an Employee works away from the office on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for Employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria.

Work Hours

a. Teleworking Employees must perform designated work during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

b. Teleworking Employees must be available by phone and email during scheduled work hours outlined in their approved *Telework Agreement and Schedule* form.

c. Employees must account for and report time spent teleworking the same way they would at the primary work location, or according to the terms of the *Telework Agreement and Schedule* form. In addition, reports may be required detailing daily activities.

d. Employees may work overtime only when directed to do so and approved in advance by the department head or their designee.

e. Employees must obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.

f. Teleworking Employees who become ill must report the hours actually worked and use sick leave for hours not worked.

Worksite

a. A teleworking Employee must designate an alternate work location suitable for performing official business. This will routinely be a location in the Employee's home. The Employee must perform work in the alternate work location when teleworking. Requirements for the alternate work location will vary depending on the nature of the work and the equipment needed and may be determined by the department.

b. Teleworking Employees must remain available to report to their primary work location or other County office locations for in-person meetings, as necessary and when provided reasonable advance notice.

c. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. The County and/or department may request photographs of all necessary areas of the Employee's alternate work location to determine compliance with the *Telework Worksite Safety Checklist and Certification*.

d. Employees are covered by workers' compensation laws when performing work duties at

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their alternate work location during regular work hours. Employees who suffer a work-related injury or illness while teleworking must notify their department head or designee and complete any required forms.

e. The County is not liable for damages to an Employee's personal or real property while the Employee is working at an alternate work location.

County Equipment and Supplies

a. County equipment, software, or supplies provided by the County are for County business only except as limited by law or agreement.

b. A teleworking Employee does not obtain any rights to County equipment, software, or supplies provided in connection with teleworking. The Employee must return all County equipment, software, and supplies at the conclusion of the teleworking arrangement or at request of the department, or upon separation of employment.

c. A teleworking Employee must protect County equipment, software, and supplies from possible theft, loss, and damage. The teleworking Employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

d. Any equipment, software, files, and databases provided by the County shall remain the property of the County. A teleworking Employee must adhere to all software copyright laws and may not make unauthorized copies of any County-owned software. Employees may not add hardware or software to County equipment without prior approval by their department head or designee or as required for continuity of business operations. Any hardware or software incurring a cost cannot be installed without prior written authorization.

Personal Equipment

a. Employees who use their personal equipment for teleworking are responsible for the installation, repair, and maintenance of the equipment.

b. Teleworking Employees must understand and agree that the County may request any County documents stored on personal equipment used while teleworking, such as a personal computer, telephone, or fax machine and that this could involve the employee surrendering such equipment and devices for audit and review in connection with legal compliance. For this reason, employees are discouraged from using personal equipment and departments will make every effort to provide teleworking employees with necessary equipment to carry out their job duties.

c. Employees must contact their supervisors and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The department head or designee may reevaluate the Employee's Teleworking arrangement upon receiving this report.

Expenses Related to Teleworking

a. Before beginning the Teleworking Program, Employees must acknowledge in the *Telework Agreement and Schedule* form that the Telework Program is voluntary and no

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additional expenses related to teleworking will be reimbursed, except as required by law, including, but not limited to, the following expenses:

i. Maintenance or repairs of privately-owned equipment.

ii. Utility costs associated with the use of electronics; including internet service costs.

iii. Costs associated with the occupation of the home/offsite work location.

iv. Travel Expenses associated with commuting to their primary work location. [1], [2]

v. Costs associated with use of a personal cell phone or landline.

vi. Out of pockets expenses for supplies that are regularly available at their County office location. Employees can access these supplies at their primary work location for use at their alternative work location.

Security of Confidential Information

a. All files, records, papers, or other materials created while teleworking are County property. Teleworking Employees and their department head or designee shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require Employees to work in private locations when handling confidential or sensitive material. Departments may prohibit Employees from printing confidential information in teleworking locations to avoid breaches of confidentiality.

b. Employees may not disclose confidential or private files, records, materials, or information,

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[1] *5 U.S.C. § 5702 Per diem; employees traveling on official business has been interpreted to say that in circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are "official business" and the employee is entitled to travel reimbursement.* https://www.telework.gov/guidance-legislation/telework-guidance/official-worksite/

[2] *An agency must determine and designate the official worksite for an employee covered by a telework agreement on a case-by-case basis using the following criteria:*

- *The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to that regular worksite.*
- *In the case of a telework employee whose work location varies on a recurring basis, the employee need not report at least twice each biweekly pay period to the regular worksite established by the agency as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite. For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area.*
- *The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period on a regular and recurring basis to the regular worksite is the location of the telework site (i.e., home, telework center, or other alternative worksite), except in certain temporary situations, as explained under "Temporary Telework Arrangements".* https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/official-worksite-for-location-based-pay-purposes/

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and may not allow access to County networks or databases to anyone who is not authorized to have access.

Remote Access Policy

a. Teleworking Employees must comply with all County of Colusa Information Technology (IT) and departmental appropriate use and security policies as they normally would in the performance of their duties at their primary work location.

b. County of Colusa IT will verify compliance through various methods, including but not limited to; business tools reports, internal and external audits, and inspections, and will provide feedback to Human Resources and the appropriate department staff.

SECTION V – PROCEDURE

A. Application Procedure

a. Employee discusses their desire to telework verbally or in writing to their department head or designee.

b. Department head or designee and Employee communicate regarding the appropriateness of Employees request.

c. If Employee is determined appropriate for teleworking based upon Section IV, Part A of this policy, the Employee will complete the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and submit both forms to their department head or designee.

d. Department head or designee will review the *Telework Agreement and Schedule* form and the *Telework Worksite Safety Checklist and Certification* and address any questions or concerns with the Employee and/or Human Resources.

e. Department head or designee will indicate approval or denial on both forms. If the application is denied, the department head or designee will provide a written explanation for the denial on the *Telework Agreement and Schedule Form* and/or the *Telework Worksite Safety Checklist and Certification* form. Employees who disagree with a denied application may request a meeting with the department head or designee and the Human Resources Director or designee to discuss and mediate the decision.

f. Upon approval, the Employee and department head or designee will coordinate with appropriate County staff to procure any necessary County equipment as outlined in the *Telework Agreement and Schedule Form*.

g. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule* and *Telework Worksite Safety Checklist and Certifications* forms.

Periodic and Ongoing Supervision

a. Supervisors will check-in with the teleworking employee at a minimum of thirty (30) days after beginning a teleworking schedule. Periodic check-ins should be *documented* to ensure ongoing supervision and performance evaluation is occurring.

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i. If the job performance of the teleworking Employee is satisfactory and operational needs are being met, the teleworking Employee may continue to telework with no interruption.

ii. If the job performance of the teleworking Employee is unsatisfactory, the teleworking Employee may be removed from their teleworking schedule. An Employee removed from their teleworking schedule will be provided a written explanation for the reason of this action on the *Termination of Telework Agreement* form. Removal from a teleworking schedule does not exclude the employee from applying for the Telework Program in the future but could be a contributing factor to a denial of a future application.

b. Supervisors must continue to complete the performance appraisal process outlined the County of Colusa Personnel Rules.

c. Employees may be required by their department head or designee to provide ongoing updates or reports while Teleworking. This shall be outlined in their *Telework Application & Agreement*. Changes or additions to reporting requirements may occur during the term of the Telework Agreement as a method of addressing any concerns prior to termination of the Agreement.

Modification or Termination of a Telework Agreement and/or Schedule

a. The teleworking Employee or the teleworking Employee's department may initiate the termination or modification of the Telework Program at any time. A department head or designee may modify or terminate a teleworking agreement for any business reason and with reasonable (30 days) notice to the Employee.

b. If the Telework Program is terminated, the department head or designee or the Employee must complete a *Termination of Telework Agreement* form. The Employee will receive a copy of this form.

c. If the *Telework Agreement and Schedule* is modified due to a change to the alternate work location, a new *Telework Agreement and Schedule* form and *Telework Worksite Safety Checklist and Certification* outlining the modifications must be completed and approved by the department head or designee.

i. If the modification is related to a schedule change only, the schedule portion of the *Telework Agreement and Schedule* form is the only portion that needs to be completed and approved by the department head or designee.

d. County departments and Human Resources are required to maintain copies of executed *Telework Agreement and Schedule*, *Telework Worksite Safety Checklist and Certifications*, and *Termination of Telework Agreement* forms.

Investigations and Penalties

a. All Employees must cooperate with any investigations into possible violations of this policy.

b. No Employee will be subject to any form of retaliation for reporting a violation of this policy or participating in an investigation by the County or its representatives into

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allegations of violation of this policy.

c. Violations of this policy are subject to discipline in accordance with County of Colusa Discipline Policy 323, up to and including termination.

d. Questions concerning the application of this policy should be directed to the Human Resources Director, or designee.

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COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Air Pollution Control

FROM: Dawn Brown

SUBJECT: **Sitting As The Colusa County Air Pollution Control District Adopt a resolution authorizing the Air Pollution Control District Officer to accept grant funds, approve administerial grant modifications for Grant Funds awarded under the California Air Resources Board's AB617 Community Air Protection Grant program and execute the California Air Resources Board Grant Agreement, effective November 30, 2023; further authorize the Clerk to assign a county contract number.**

Sitting As The Colusa County Air Pollution Control District

Adopt a resolution authorizing the Air Pollution Control District Officer to accept grant funds, approve administerial grant modifications for Grant Funds awarded under the California Air Resources Board's AB617 Community Air Protection Grant program and execute the **California Air Resources Board Grant Agreement**, effective November 30, 2023; further authorize the Clerk to assign a county contract number.

Detailed Description/Background of request

In response to Assembly Bill (AB) 617, the California Air Resources Board (CARB) established the Community Air Protection Program (CAPP or Program). The Program's focus is to reduce exposure in communities most impacted by air pollution. CARB staff has been working closely with local air districts, community groups, community members, environmental organizations, and regulated industries to develop a new community-focused action framework for community air protection.

The Air Pollution Control District (District) continues to enhance emissions data and data collection, which will help advance air pollution control efforts throughout the District. This Program provides an opportunity to continue to enhance air quality planning efforts and better integrate community, regional, and State level programs to provide clean air for all Californians.

Prior Board Action

The Board has previously adopted Resolutions authorizing the Air Pollution Control District to accept grant funds awarded under the California Air Resources Board's AB617 Community Air Protection Grant program in 2019, 2021, 2022, and August 2023.

Fiscal Impact/Funding Source

The Colusa County Air Pollution Control District has been approved for a grant under the California Air Resources Board (CARB) Community Air Protection Program for FY 2022-2023 in the amount of $23,936.00. The AB617 grant funds are provided by the State of California. This grant agreement is a renewal of a previous grant agreements, therefore, the grant funds will be included in the District's FY24/25 operating budget. Colusa County General Funds are not impacted. Matching funds are not required to participate in the program.

Action for the Clerk

Obtain necessary signatures on Board Resolution and return electronic copies of the Resolution and Grant Agreement documents to: CARB Community Air Protection Program Liaison at AB617ProjectLiaison@arb.ca.gov <mailto:AB617ProjectLiaison@arb.ca.gov>. Return copies of the Resolution and Grant Agreement documents to the Colusa County Air Pollution Control District at ccair@countyofcolusa.com and debrown@countyofcolusa.com.

ATTACHMENTS:

- DRAFT Resolution AB617 G23 Grant (DOCX)
- G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature (PDF)

RESOLUTION NO. 23 -

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT AUTHORIZING THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT (DISTRICT) TO ACCEPT GRANT FUNDS AWARDED UNDER THE CALIFORNIA AIR RESOURCES BOARD'S AB 617 COMMUNITY AIR PROTECTION GRANT PROGRAM AND EXECUTE THE GRANT AGREEMENT

WHEREAS, California Assembly Bill **(**AB) 617 was signed into law by Governor Brown on July 26, 2017;

WHEREAS, AB 617 established a new program, the Community Air Protection Program (CAPP), to measure and reduce air pollution from mobile and stationary sources at the neighborhood level in the communities most impacted by air pollutants, and requires the California Air Resources Board (CARB) to work closely with local air districts and communities to establish neighborhood air quality monitoring networks and to develop and implement plans to reduce emissions;

WHEREAS, in coordination with CARB, the California Air Pollution Control Officers Association (CAPCOA) Board approved funding allocation for air district implementation;

WHEREAS, the Colusa County Air Pollution Control District (District) has been approved for a grant by CARB under FY 2022-23 Community Air Protection Program to help with related expenses necessary for the implementation of the CAPP in agreement with the funding allocation of CAPCOA; and

WHEREAS, the California Air Resources Board requires a Board resolution authorizing the District to sign the Grant Agreement and accept funding.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution District Board authorizes the Air Pollution Control Officer (APCO) to sign the Community Air Protection Program Grant Agreement with CARB and to execute all other necessary documents to implement and carry out the purposes of AB 617.

BE IT FURTHER RESOLVED that the Colusa County Air Pollution District Board authorizes the APCO to accept any allocated and awarded funds to the District and approve administerial grant modifications under the Community Air Protection Program Grant Agreement.

Attachment: DRAFT Resolution AB617 G23 Grant [Revision 1] (9509 : AB617 CAPP Grant Agreement 23/24)

PASSED AND ADOPTED this 2nd day of January 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Kent S. Boes, Board Chair
Governing Board of the Colusa County
Air Pollution Control District

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: DRAFT Resolution AB617 G23 Grant [Revision 1] (9509 : AB617 CAPP Grant Agreement 23/24)

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G23-CAPP-06

NAME OF GRANT PROGRAM	
Community Air Protection Program	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED $ 23,936.00
START DATE: 11/30/2023	END DATE: 06/30/2028

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 Colusa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions, General Terms and Conditions

In accordance with Assembly Bill (AB) 102, section 15.14, 25 percent of the Fiscal Year 2023-2024 CAP GGRF funds allocated under this grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

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: Alice Kindarara		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief, Acquisitions	DATE 11/28/2023	TITLE Air Pollution Control Officer	DATE 11/27/23
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard, Suite F, Colusa, California 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$ 23,936.00	3530000L39	3900-CAP N/A	3228CAP23 N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $ 0	FUND TITLE Greenhouse Gas Reduction Fund General Fund		FUND N 322 000
TOTAL AMOUNT ENCUMBERED TO DATE $ 23,936.00	(OPTIONAL USE) FY23 GGRF $14,960 upon grant execution and $4,986.66 after 4th quarter Cap-and-Trade auction FY23 General Fund $3,989.34 upon grant execution	CHAPTER 38	STATUT AB1 202

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39000500	50020 50043	2023/ $19,946.6 2023/ $3,989.3

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
N/A	

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

Exhibit A

California Air Resources Board (CARB)
Fiscal Year 2023-2024
AB 617 Community Air Protection Program
Air District Implementation Funds
GRANT AGREEMENT

Grant Provisions:

1. **Community Air Protection Program:**

   This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends for community steering committee (CSC) members in selected communities to the extent allowed by law, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Monitoring Plan(s).

2. **District Governing Board Approval:**

   Prior to the execution of this Grant Agreement (referred to, interchangeably, as the "Grant" or "Grant Agreement" or "Agreement"), the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before June 1, 2024.

3. **Reporting:**

   Required reporting includes the following:

   A. **California Climate Investments:**

      With CARB assistance and direction, the Grantee will implement reporting procedures as specified in the CARB Funding Guidelines for Agencies that Administer California Climate Investments (Funding Guidelines) to provide CARB program level information for jobs and outreach events and funds used to cover administrative costs. Grantee is required to report on outreach events, while only

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

those grantees who have or will receive more than $1,000,000 cumulatively in Greenhouse Gas Reduction Fund sourced AB 617 implementation funds are also required to report jobs. The reporting cycles cover November 1 through April 30 and May 1 through October 31. Reports are due to CARB within 30 days after the end of a reporting cycle.

B. Annual Reports:

Grantee must submit annual reports to CARB beginning one year after full grant execution and continue annually through the end of the grant term, or until all funds have been liquidated. Reports, at a minimum, must include:

a. Report number, title, Grantee name, date of submission, and grant number;

b. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.

c. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.

d. Summary of work completed and in progress since the last progress report;

e. Grant funds remaining and expended; and

f. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

C. Final Report:

Grantee must submit a Final Report to CARB by June 30, 2028. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Program Liaison at *AB617ProjectLiaison@arb.ca.gov*.

4. Program Funding:

A. Advance Payment:

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

which became effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

h. The Grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit annual fiscal accounting reports consistent with Section 3 Reporting of this grant agreement.

k. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on June 30, 2028 or the reversion date of the appropriation.

B. Grant Disbursements:

a. CARB will release any disbursements from the total Grant award after the Grantee submits the following to CARB:

i. A fully executed Grant Agreement Cover Sheet; and

ii. Grant Disbursement Request Form, provided by CARB to the Grantee after the grant execution. The Grantee must include an attachment to this form that documents expenditures for the implementation of the Community Air Protection Program. At a minimum, the attachment must provide information on expenditures, such costs include, selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for best available control technology and best available retrofit control technology considering the highest priority locations, and developing Community Emissions Reduction Programs which includes but is not limited to developing rules, hiring staff, collecting data, convening community steering committees, community outreach, and reporting.

iii. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB Project Liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. For questions regarding the current guidance, contact your CARB Project Liaison. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

Exhibit A
CARB Office of Community Air Protection Program Liaison:

OCAP Project Liaison
California Air Resources Board
Office of Community Air Protection
AB617ProjectLiaison@arb.ca.gov

Grant payments are subject to CARB's approval of Annual Reports.

b. No reimbursement will be made for expenses that, in the judgment of the Director of the Office of Community Air Protection or designee, are not reasonable or do not comply with the Grant Agreement.

c. No reimbursement will be made for expenses towards the administration of programs which already receive state funds for administration. Please refer any questions to CARB Community Air Protection Program Liaison, at AB617ProjectLiaison@arb.ca.gov, or the Program designee.

d. Any disbursement will take into consideration whether an advance payment had been received.

C. Earned Interest, Returned and Recaptured funds:

"Earned interest" means any interest generated from Program funds provided to the Grantee and held in an interest-bearing account. The Grantee shall reinvest all earned interest on Community Air Protection Program Implementation Funds into the program. "Returned funds" or "Recaptured funds" are funds provided under this Grant Award that are expended by the Grantee but subsequently returned to the Grantee either voluntarily or through enforcement action. All such funds must be reinvested in the implementation of the Community Air Protection Program.

a. Such funds must be reported to CARB.

b. The Grantee must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on program, as follows:

   i. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method;

   ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned program funds;

   iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee's other fiscal programs; and

c. Such funds must be fully liquidated or returned to CARB by completion of the program or by June 30, 2028, whichever comes first. Grantee shall

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

report all such funds to CARB annually until complete liquidation or return of funds or June 30, 2028, whichever comes first.

d. Documentation of expenditure made on those funds or returned to CARB must be:

   i. Retained for a minimum of three years after it is generated; and

   ii. Provided to CARB in Annual Reports and Final Report.

5. **Grant Amendment:**
Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint.

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

Exhibit A

General Terms and Conditions:

1. **Grant Objectives:** The California Air Resources Board (CARB) is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).
    a. In accordance with Assembly Bill (AB) 102, section 15.14, 25 percent of the Fiscal Year 2023-2024 local air district implementation GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

2. **Use of Terms:** A subgrant or subaward is a grant or award provided by the Grantee pursuant to this Grant Agreement to a "subawardee" or "subgrantee" that is used to support a project that the subawardee or subgrantee carries out in support of their own program. The subawardee or subgrantee has responsibility for programmatic decision-making and does not make a "profit" or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a "contractor" or "vendor" under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as "Recipient".

3. **Additional Remedies:**
    a. Without limiting any of the parties' other remedies, and subject to Section 15 – Disputes below, in the event that CARB determines that recouping some or all of the grant funds is necessary due to material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to return some or all of the grant funds, as requested by CARB, which shall not be greater than the amount of grant funds disbursed to Grantee which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.
    b. Grantee understands, acknowledges and agrees that Grantee's failure to comply in whole or in part with any material term or condition of this Grant Agreement is, in each instance, a material breach of the Grant Agreement. The parties agree that there may be certain material breaches that will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).

c. Subject to Section 15 – Disputes below, in the event that CARB determines recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to take all reasonable and timely efforts to require said Recipient, within sixty (60) days of written notification from CARB, to return some or all of the grant funds, as requested by CARB, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds.

d. The Parties agree that quantifying the losses arising from a material breach by a Recipient may be inherently difficult insofar as the breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the amount in subsection 2.c. above of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

e. The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

f. CARB reserves the right to prohibit any Grantee or Recipient from participating in existing or future CARB programs, projects or grants due to its non-compliance with any applicable term or condition of this Grant Agreement or due to misinformation, misrepresentation, fraud, misuse of funds as it relates to this Grant Agreement or as otherwise allowed by any law.

g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of Grant funds by a Recipient.

h. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of the Grant Agreement and each agreement funded by this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined reasonably necessary by CARB or its representative, in consultation with Grantee.

i. Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

Exhibit A

4. **Additional Required Terms for Recipient Agreements Funded by this Grant:** All written agreements and amendments executed after the effective date of this Grant Agreement, including but not limited to subawards, subgrants, and procurement contracts, entered into by and between Grantee and a Recipient using or applying Grant Funds (in whole or in part) to fulfill or perform any provision of this Grant Agreement shall also contain the following language (or similar language with the same meaning and intent) listed below to the extent applicable or feasible as determined by Grantee.

   a. Conflict of interest. Recipient certifies, represents and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Recipient's agreement. Recipient further certifies, represents and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in the agreement with Grantee. The Recipient acknowledges, understands and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

   b. Cooperation with Audits. Recipient shall cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state or federal air quality laws, or compliance with the Grant Agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

   c. Payment (Recapture) on Demand. Recipient shall, upon notification by the Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment or a violation of or failure to comply with the agreement remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.

   d. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to the agreement.

   e. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made therein are true and correct, with full knowledge that all statements and responses are subject to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

(Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in the agreement, as applicable.

f. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of Grant funds and is a continuing obligation during the term of the agreement and for any other period required by federal or state law.

g. If either the Grantee or the state of California determines, within its or their sole and absolute discretion, that recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of the agreement in a material way, then Recipient, upon demand, shall pay to Grantee or the state of California as recaptured funds or liquidated damages, some or all grant funds, as requested by the state of California, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds. The Recipient agrees that quantifying the losses arising from a breach may be inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

h. Nothing stated herein above in any way limits, prevents or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subawardees, subgrantees, or any third parties.

i. Survival. Recipient acknowledges, agrees and accepts that those sections and provisions pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, and confidentiality, shall survive the termination, cancellation or expiration of the agreement.

j. All Recipient agreements must also contain, at a minimum, all of the following:

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.

ii. A detailed budget and timeline.

iii. Provisions that allow for administrative, contractual, or legal remedies in instances where Recipient violates or breaches the agreement terms, and provide for such sanctions and penalties as may be appropriate.

iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

v. A statement that assignments are prohibited without the advanced written consent of CARB and Grantee.

vi. Language conforming to all provisions applicable to a subgrant or subaward of funds contained in this Grant Agreement.

5. **Amendment:** No amendment or variation of the terms of this Grant 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 Grant Agreement or approved as required under the Grant Agreement is binding on any of the parties.

6. **Americans with Disabilities Act (ADA) and Accessibility:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

   CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

7. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.

8. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.

9. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, 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

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

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 agreement related to the performance of this Grant Agreement.

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

11. **CARB as a Third Party Beneficiary:** Grantee represents, warrants and agrees that CARB is and shall remain a third party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreement(s) are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.

12. **Compliance with law, regulations, etc.:** The Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with and require Recipients to comply with all applicable federal, state, and local laws, rules, guidelines, regulations, statutes, and requirements.

13. **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. **Confidentiality:** Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

15. **Conflict of interest** The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

16. **Disputes:** Prior to exercising any rights or remedies which may arise as a result of a breach of this Grant Agreement, or for any disagreements or conflicts arising from implementation of this Grant Agreement, the party alleging the breach, disagreement or conflict will provide the other party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. The Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute,

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such disputes arising from implementation of this Grant Agreement. However, any disputes 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 of the rights or remedies that the parties may have under law.

17. **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.

18. **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 law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

19. **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 event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. 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.

20. **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.

21. **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, sub-awardees, suppliers, and providers of services. The Grantee and/or its contractors, subcontractors, sub-awardees, suppliers, and providers of services, as applicable, shall be responsible for any and all disputes arising out of its contract for work on a project funded by this Grant Agreement, including but not limited to payment disputes with contractors,

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any Recipient concerning responsibility for performance of work.

22. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and CARB 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 of this Grant Agreement by the Grantee.

23. **Independent contractor:** The Grantee, and its subgrantees, sub-awardees, 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.

24. **Insurance:** Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement.

    If Grantee is self-insured in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

25. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its Recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 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 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and Recipients 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 agreements with Recipients to perform work under this Grant Agreement.

26. **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 established herein.

27. **Office of Foreign Asset Control:** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security,

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

In the event CARB determines that Grantee or a Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement. CARB shall provide Grantee advance written notice of such termination.

28. **Ownership:** All information or data received or generated by the Grantee using Grant funds under this Grant Agreement shall become the property of CARB. Any release of information or data received or generated under this Grant Agreement shall comply with all applicable local, state and federal laws, including those laws pertaining to security, personally identifiable information and confidentiality.

29. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are 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, data, or records unless otherwise required by law, court order or subpoena.

30. **Prevailing wages and labor compliance:** 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. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.

31. **Professionals:** 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.

32. **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

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

enforceability of the remaining provisions, or portions of those provisions, will not be affected.

33. **Survival:** Those sections pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, return or recapture of funds, and confidentiality, shall survive the termination, cancellation or expiration of this Grant Agreement.

34. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting Community Air Protection Funds for Fiscal Year 2023-2024 by **November 30, 2023**.

35. **Termination:** CARB may terminate this Grant Agreement by written notice at any time upon violation by the Grantee of any material provision of this Grant Agreement or applicable law, 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 and applicable law within thirty (30) days of receipt of written notice from CARB, or such longer period as CARB may provide at its sole discretion. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall turn over all remaining Grant funds and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant funds, the projects funded by the Grant funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. For clarity, "remaining Grant funds" means the amount of Grant funds remaining after accounting for expenses incurred and agreements executed before receipt of the termination notice. "Remaining grant funds" may also include any liquidated damages or return, repayment, or recapture of Grant funds for Grantee's or a Recipient's material breach, as discussed above in Sections 2 and 3. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.

36. **Timeliness:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete all projects funded by this Grant Award and expenditure of funds to implement the Community Air Protection Program in an expeditious manner.

37. **Total Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

38. **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.

39. **Disbursement Deadline:** The Fiscal Year 2023-2024 Community Air Protection Program Funds specified in this Grant Agreement must be encumbered or expended by **June 30, 2026**. Grant disbursement requests must be submitted by the Grantee to CARB no later

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

than **April 1, 2028** to ensure adequate time for processing prior to the end of the fiscal year. The Community Air Protection Program Fund Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

40. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant DisbursementRequest Form and contain all documentation required with the form.

41. **Liquidation and Return of Funds:** Funds not liquidated by **June 30, 2028**, must be returned by **June 30, 2028**. Expenditure of Grant Funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

42. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

    a. Grant Agreement Cover Sheet

    b. Exhibit A – Grant Provisions, General Terms and Conditions

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

44. **Compliance with AB 794:** Grantee shall require that the agreements with all of their grantees, recipients, sub-grantees, contractors, subcontractors, consultants, affiliates or representatives, who receive or use any Grant Funds to support the purchase, or lease for greater than one year, of new drayage or short-haul trucks contain a requirement to comply at all times with the applicable requirements of AB 794 (2021) and AB 2737 (2022) as a condition of Grant Fund receipt or use and as a condition of participation in the Program.

Attachment: G23-CAPP-06 Colusa County Air Pollution Control District Grantee Signature [Revision 1] (9509 : AB617 CAPP Grant Agreement

COUNTY OF COLUSA, CA

5.2

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Air Pollution Control

FROM: Dawn Brown

SUBJECT: **Sitting As The Colusa County Air Pollution Control District DISTRICT Authorize the Board Clerk to assign Contract No. to Amendment 2 of Grant Agreement G21-PBRM-05-2, with the California Air Resources Board extending the Grant Agreement from June 30, 2025 to June 30, 2026 and increasing the total grant amount from $20,000.00 to $30,000.00.**

Sitting As The Colusa County Air Pollution Control District

Authorize the Board Clerk to assign a Contract Number to Amendment 2 of Grant Agreement G21-PBRM-05-2, with the California Air Resources Board extending the Grant Agreement from June 30, 2025 to June 30, 2026 and increasing the total grant amount from $20,000.00 to $30,000.00.

Detailed Description/Background of request

The Clerk is requesting a county contract number be assigned to the attached Agreement. The Air Pollution Control Officer was delegated authority to sign the agreement via Resolution No. 22-026.

The purpose of the Amendment, is to extend the Grant Agreement's end date of June 30, 2025 by twelve (12) months to June 30, 2026, increase the total grant amount to $30,000.00, updates Grant Agreement provisions and makes minor, non-substantive changes to increase clarity. The extension of the Grant Agreement will reduce grant processing issues for CARB. All other terms and conditions of the Grant Agreement remain the same.

Prior Board Action

The Colusa County Air Pollution Control District Board (Board) adopted Resolution No. 22-026 on June 21, 2022 which authorized the Air Pollution Control Officer to the sign the Prescribed Burn Reporting and Monitoring Support Program Grant Agreement Contract No. C22-145, effective June 1, 2022, with the California Air Resources Board and to execute all other necessary documents. On June 1, 2023 the APCO executed the first modification (C23-116), which extended the Grant Agreement's end date to June 30, 2025 and increased the total grant amount to $20,000.00.

Fiscal Impact/Funding Source

The Colusa County Air Pollution Control District has been approved for an additional $10,000.00 under the California Air Resources Board Prescribed Burn Reporting and Monitoring Support Program Grant for FY23-24. This grant agreement is an amendment to a current grant agreement, therefore, the additional grant funds will be included in the District's FY24/25 operating budget. Colusa County General Funds are not impacted. Matching funds are not required to participate in the program.

Action for the Clerk

After county contract number is assigned send completed signed copies of all documents to the Colusa County Air Pollution Control District at ccair@countyofcolusa.com and debrown@countyofcolusa.com.

ATTACHMENTS:

- G21-PBRM-05-2 FINAL Copy (PDF)

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G21-PBRM-05-~~1~~-**2**

NAME OF GRANT PROGRAM	
Prescribed Burn Reporting and Monitoring Support Program	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED ~~$20,000.00~~**$30,000.00**
START DATE: 06/1/2022	END DATE: 06/30/~~2025~~**2026**

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 Colusa County Air Pollution Control District (the "Grantee").

Sample Exhibits (TBD)
Exhibit A – Grant Agreement Provisions
Exhibit A, Attachment 1 – Scope of Work Tasks and Project Elements
Exhibit B – Work Statement
Exhibit B, Attachment 1 – Budget Summary
Exhibit B, Attachment 2 – Project Schedule

The purpose of Amendment 2 is to extend the Grant Agreement end date, add FY 23/24 funds, and make other minor changes to Exhibit A and B. 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: Alice Kindarara		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE 11/28/2023	TITLE Air Pollution Control Officer	DATE 11/27/2023
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard, Suite F Colusa, CA 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$10,000.00	FY 21/22: 3510000L32 FY 22/23: 3510000L32 **FY 23/24: 3510000L32**		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE		FUND NO.
$20,000.00	General Fund		0001 0001 **0001**
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATUTE
$30,000.00	FY 21/22: $10,000.00 FY 22/23: $10,000.00 **FY 23/24: $10,000.00**	FY 21/22: 69 FY 22/23: 249 **FY 23/24: 38**	2021/ SB129 2022/ AB179 **2023/ AB102**

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
101	5432000	39007100	50017	2021/22
101	5432000	39007100	50017	2022/23
101	**5432000**	**39007100**	**50017**	**2023/24**

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

EXHIBIT A

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

1. Grantee agrees to acknowledge the California Air Resources Board (hereinafter referred to as CARB or the Board) as a funding source for the Prescribed Burn Reporting and Monitoring Support Program when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board's logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.

CALIFORNIA
AIR RESOURCES BOARD

2. The CARB logo is a visual representation of our air environment. The arcs represent; the different elements that make up air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Prescribed Burn Reporting and Monitoring Support Program

Grant Funding Amount: ~~$20,000~~ **$30,000**

This grant is intended to provide resources to air pollution control districts for enhancing and improving their smoke management programs. This work specifically includes: enhanced planning, managing and reporting of prescribed fire activity in their regions, air monitoring of smoke from prescribed fires, improved public outreach regarding prescribed fires, efficiencies in permitting and related recordkeeping, and resources for district staff to attend training sessions on different elements of the State's smoke management program.

1. Grant Amendment One (Effective upon execution of this Grant Agreement)

   This amendment:

   a. Increases the total grant award from $10,000 to $20,000. Original award was $10,000 from FY21/22. Amendment adds $10,000 from FY 22/23;

   b. Extends the original Grant Agreement termination date from June 30, 2024 to June 30, 2025;

   c. Changes the Project Liaison from Greg Vlasek to Jason Branz;

   d. Makes other minor, non-substantive changes to increase clarity; and

   e. Updates to the grant agreement provisions.

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

2. **Grant Amendment Two (Effective upon execution of this Grant Agreement)**

   This amendment:

   a. **Increases the total grant award from $20,000 to $30,000. Original award was $10,000 from FY 21/22. Amendment one added $10,000 from FY 22/23. This amendment two adds $10,000 from FY 23/24;**

   b. **Extends the Grant Agreement termination date from June 30, 2025 to June 30, 2026;**

   c. **Makes other minor, non-substantive changes to increase clarity.**

   d. **Updates to the grant agreement provisions.**

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. 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). The Grantee will perform the activities outlined in Section G, Scope of Work.

2. The CARB Project Liaison is Jason Branz. Technical correspondence regarding this project shall be directed to:

   Jason Branz, Manager
   Agricultural & Prescribed Burning Support Section
   Air Quality Planning and Science Division
   California Air Resources Board
   P.O. Box 2815
   Sacramento, CA 95812
   Jason.Branz@arb.ca.gov

   Administrative correspondence regarding this project shall be directed to the AQPSD Grant Liaison:

   AQPSD Grant Liaison
   Administrative Assistance and Support Section
   Air Quality Planning and Science Division
   California Air Resources Board
   P.O. Box 2815
   Sacramento, CA 95812
   aqpsdgrants@arb.ca.gov

3. The Grantee Liaison is Anastacia Allen. Correspondence regarding this project must be directed to:

   Anastacia Allen
   Air Pollution Control Officer
   Colusa County Air Pollution Control District
   100 Sunrise Boulevard, Suite F
   Colusa, CA 95932
   mallen@countyofcolusa.com

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

D. GOVERNING BOARD APPROVAL

Prior to commencement of work or any expenditure of funds under this Grant Agreement, the Grantee shall submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. CARB assumes no liability or responsibility for, and no funding or reimbursement will be provided for any work done prior to CARB's receipt of a resolution, minute order, or other approval from Grantee's governing board.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties and Grantee's submission to CARB of its governing board's resolution, minute order, or other approval, described in Section D of this Grant Agreement. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the California Air Pollution Control Officers Association (CAPCOA) for review and approval. For purposes of this Agreement, a project milestone is defined as the measurable progress toward, or accomplishment of, Tasks and Project Elements 1. Through 5. of the Scope of Work, Attachment 1., measured and reported to CAPCOA each quarter. The Grantee's draft Final Report must be submitted to CAPCOA no later than March 31, ~~2025~~**2026**. In addition, the Grantee must submit a final Grant Disbursement Request to the CARB Project Liaison no later than March 31, ~~2025~~**2026**.

3. The Grantee must submit a Final Report to CAPCOA for review and approval no later than May 31, ~~2025~~**2026**.

4. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Agreement to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement.

1. **CARB is responsible for the following:**

   a. Participating in an initial project meeting or conference call coordinated by CAPCOA, and ongoing coordination meetings at least quarterly with the Grantee and other district Grantees to discuss project activities and guide project implementation;

   b. Reviewing and approving elements developed by the Grantee or by the CAPCOA on behalf of the Grantee, such as Progress Reports, the draft Final Report, and the Final Report;

   c. Providing project oversight and accountability (in conjunction with the Grantee); and

   d. Ensuring compliance with the applicable requirements of this Grant Agreement.

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

2. **The Grantee is responsible for the following:**

   Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

   a. Participating in an initial project meeting or conference call;
   b. Ensuring that all project tasks are completed during the period of this Grant Agreement;
   c. Apprising the CARB project liaison of any delays in implementing the scope of work below;
   d. Overseeing the project budget and funds; and
   e. Coordinating with CAPCOA on the submission of quarterly progress reports, holding at least quarterly program meetings with CAPCOA and CARB, a draft Final Report and the Final Report in compliance with the project schedule included as Exhibit B, Attachment II.

3. **Project Development and Implementation**

   The Grantee's Scope of Work includes the tasks and program elements described in Attachment I.

4. **Initial Project Meeting and Ongoing Coordination**

   Grantee will participate in the initial project meeting with similar grantees scheduled by CARB and CAPCOA. This meeting will take place near the onset of the Grant Agreement period and will cover expectations throughout the period of the Grant. In addition, the meeting will include discussion of the ongoing coordination that will be required between the Grantee and CAPCOA.

5. **Progress Reports**

   The Grantee must coordinate with CAPCOA on the submittal of comprehensive quarterly Progress Reports to CARB. If CAPCOA submits comprehensive quarterly Progress Reports which include progress by the Grantee, that will satisfy this requirement. Otherwise, the Grantee is responsible for submitting the quarterly reports directly to the CARB Project Liaison.

6. **Final Report**

   The Grantee must coordinate with CAPCOA on the submittal of a comprehensive, draft Final Report by March 31, ~~2025~~**2026** and a comprehensive Final Report by May 31, ~~2025~~**2026**. If CAPCOA submits comprehensive draft and final reports, that will satisfy this requirement. Otherwise, the Grantee must submit them directly to the CARB Project Liaison. At a minimum, the draft and Final Report must include the following:

   a. Accounting summary of funds expended;
   b. Summary of work completed by the Districts; and
   c. Narrative of how the milestones have been met.

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

G. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is up to ~~$20,000~~**$30,000**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written and executed Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this project is shown in Exhibit B, Attachment I. The sum of all Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests or expends less than the total funds allocated for the project for all project activities performed during the term of the Grant Agreement. The Grantee may transfer unused or unneeded funds to another PBRM Support Program Grantee that is actively engaged in the Program and has an unmet need for such funds, subject to the following conditions:

i. The Grantee funding the transfer applies to CARB requesting the fund transfer;
ii. The CARB Project Manager approves the transfer and notifies the CARB Accounting Section of the approval; and
iii. Both Grantees submit to CARB documentation of their respective governing Boards' approval of the transfer as described in Section D. above.

2. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which became effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

a. The advance payments are necessary to meet the purposes of the grant project.

b. The use of the advance funds is adequately regulated by grant or budgetary controls.

c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

d. The Grantee is either a small air district or the Grantee meets all of the following criteria:

   i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
   ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
   iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
   iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
   v. CARB shall consider the available fund balance when determining the amount of the advance payment.
   vi. Reports to CARB any material changes to the spending plan within 30 days.
   vii. Agrees to not provide advance payment to any other entity.

e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form with each Grant Disbursement Request Form that is requesting advance payment. The Advance Payment Request Form and the Grant Disbursement Request Form must be sent to the CARB Accounting Section at accountspayable@arb.ca.gov with a copy to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

   Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.

g. CARB may provide an advance of the direct project costs of the grant if the Grantee's program has limited reserves or potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.

h. The grantee assumes legal and financial risk of the advance payment.

i. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

j. CARB will withhold payment of ten (10) percent of the Grant's value, by advance pay or reimbursement payments, until completion of all work and CARB's approval of the Grantee's Final Report. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds when the final Report is approved by CARB.

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section F.2. of this grant agreement.

l. Grantee shall remit to CARB any unused portion of the advance payment and interest earned within ninety (90) days following the end date of this Grant Agreement term on June 30, ~~2025~~**2026** or the reversion date of the appropriation. If the Grant Agreement is terminated early for any reason, Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days of the termination date.

3. Grant Disbursements

a. All disbursements from the total Grant award, including both advance payments and grantee reimbursements for funds not advanced, will be made following CARB's review and approval of Grant Disbursement Request Forms**.**

b. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

c. The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a copy to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

4. Suspension of Payments and Grant Agreement Termination

a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions.

c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Section L, General Grant Agreement Provisions.

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

5. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

6. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. 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)[1]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project and 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 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 are current as of the date costs are incurred by the Grantee; and

   v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

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 (3) years after final payment under this Grant Agreement.

c. The above documentation must be provided to CARB in the Final Report, except to the extent these records were submitted in previous quarterly or annual grant reports.

[1] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

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H. PROJECT MONITORING

1. Technical Monitoring

a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

c. In addition to quarterly Progress Reports submitted by CAPCOA, the Grantee must coordinate with CAPCOA to provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must coordinate with CAPCOA to provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in quarterly Progress Reports submitted to CARB by CAPCOA. A Final Report must be submitted through CAPCOA after all project funds have been expended. As specified in Sections F.5 and F.6 of this Agreement, Grantee may satisfy this requirement by including the required information in quarterly Progress Reports and a Final Report submitted directly to the CARB Project Liaison.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement 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.

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3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

5. CAPCOA, under a separate Grant Agreement for services, will serve in an oversight role to facilitate the overall success of the enhanced smoke management program. Grantee shall coordinate with CAPCOA on the submission of quarterly progress reports, the number of prescribed burns to monitor, the draft Final Report, and the Final Report.

6. In the event that CARB determines that recouping grant funds is necessary due to falsification, misspending, misinformation, misappropriation, fraud, negligence, non-compliance with program requirements or applicable laws, or other related circumstances by the Grantee or it's subgrantees or subcontractors, Grantee agrees to return all grant funds requested, including any interest earned, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.

K. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

CARB has determined that the project funded by this grant agreement is exempt from CEQA; Grantee should ensure that the project is implemented consistent with the grant agreement to maintain CEQA exempt status.

L. GENERAL GRANT AGREEMENT PROVISIONS

1. Amendment: No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties.

2. Americans with Disabilities Act (ADA) Language: Grantee must ensure that products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its sub-contractors, sub-grantees (hereinafter referred to as sub awardees) under this Grant, as specified in Exhibit (insert exhibit # here) or (list items here) to (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided to CARB inPDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

   CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

   Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors and subgrantees, not meeting the Accessibility Requirements. If

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Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. Assignment: This grant is not assignable by the Grantee either in whole or in part, without the prior written consent of CARB in the form of a formal fully executed written amendment.

4. Audit: Grantee agrees that CARB, the Department of General Services, Department of Finance, the California State Auditor, 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 theState to audit records and interview staff in any Grant or Contract related to performance of this Agreement.

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

6. Authority: Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.

7. Compliance with law, regulations, etc.: The Grantee agrees that it will, at all times, comply with and require its sub awardees to comply with all applicable federal, State and local laws, rules, guidelines, regulations, and requirements.

8. Computer software: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

9. Confidentiality: Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by the California Public Records Act (California Government Code Section 7920.000 et seq), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give

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CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

10. Conflict of interest: The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

11. 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 of the rights or remedies that the parties may have under law.

12. 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 population of the State of California. Equal access includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state and federal laws.

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

14. Fiscal management systems and accounting standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking 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 Grant award accounts in accordance with generally accepted accounting principles.

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

15. 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, enemyor hostile governmental action, civil commotion, strikes, government declaration of emergency, 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 the intent to invoke the clause and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this grant. 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.

16. 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.

17. Grantee's responsibility for work: The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors or subgrantees. The Grantee shall be responsible for any and all disputes arising out of its contract for work performed in relation to, as a result of or as a consequence of this Grant, including, but not limited to, payment disputes with contractors, subcontractors, subgrantees, employees, agents, affiliates, suppliers and providers of services. Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work performed pursuant to this Grant Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. Grantee shall not use Grant funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees or other third parties.

18. Indemnification: The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, and expenses, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of, resulting from or related to any

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

actions or inactions Grantee or any of its contractors, subcontractors, subgrantees, affiliates, employees, officers, agents and assigns, including but not limited to the operation of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified or used with Grant funds. State shall give Grantee prompt written notice of any claim for which indemnification is sought, but failure to give such notice will not abrogate or diminish Grantee's indemnification obligations hereunder except to the extent the failure to notify materially prejudices Grantee's ability to defend or settle the claim. Grantee shall have the right to select legal counsel to represent the indemnified parties and to otherwise control the defense and settlement of the claim, but State shall have the right to participate in the defense of the claim at its own cost and expense. State shall provide such reasonable cooperation and assistance as Grantee may request, at Grantee's expense.

19. Independent contractor: The Grantee, and its sub-awardees, 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.

20. Nondiscrimination: During the performance of this Grant Agreement, the Grantee and all of its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns, shall not unlawfully discriminate against, 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, genetic information, sexual orientation, sex, gender, gender identity, gender expression, veteran or military status, medical condition, (including HIV and AIDS) marital status, age (over 40) nor shall any employee be discriminated against or harassed based on a request for or because of taking family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall ensure that the evaluation and treatment of all employees and applicants for employment are free from and not subject to such discrimination and harassment. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns 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, subcontractors, subgrantees, affiliates, employees, agents and assigns shall give written notice of their, its, his, her obligations under this clause to labor organizations with which there exists a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, agreements, and subcontracts to perform work under this Grant Agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with sub-awardees to perform work under this Grant Agreement.

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21. No third-party rights: This Grant Agreement does not create, and nothing stated in this Grant Agreement creates 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.

22. Ownership: All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above, in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.

23. 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.

24. Prevailing wages and labor compliance: Grantee agrees to monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met by sub awardees.

25. Professionals: For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and licensed professionals are required for those services under California law.

~~**26.** Russian Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts or grants with, and to refrain from entering any new contracts or grants with, individuals or entities that are determined to be a target of Economic Sanctions.~~

~~The Grantee represents by signing this Agreement that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine by the United States government or the State of California. The Grantee is required to comply with the federal economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website~~

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

~~(https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Grantee is also required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in immediate termination of this Agreement, at the sole discretion of CARB.~~

~~For contracts or grants with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:~~

~~a. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;~~
~~b. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and~~
~~c. Direct support to the government and people of Ukraine~~

27. 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.

28. Survival: Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation or expiration of this Grant Agreement, shall so survive, including but not limited to the general provisions.

29. Termination: CARB may terminate this Grant Agreement for cause 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 within the time frame set forth by CARB via written notice to the Grantee.

30. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

31. 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.

32. Order of precedence: In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

a. Grant Agreement Cover Sheet
b. Exhibit A – Grant Provisions
c. Exhibit B – Work Statement

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

EXHIBIT A, ATTACHMENT 1

Scope of Work
Tasks and Project Elements

1. Grantee will coordinate with CAPCOA on an appropriate number of prescribed burns to monitor during the grant period. For prescribed burns meeting the criteria to be coordinated with CAPCOA, the Grantee should obtain monitoring equipment from the nearest regional cache of equipment. When use of cache monitors or similar deployable Air District E-BAM monitors is not feasible, Grantee should obtain and consider other available and relevant PM monitoring data before, during and after burns and report such burns as monitored burns. Monitored fires will be reported to CAPCOA using the format provided ensuring the prescribed fire that was monitored is clearly identified.
2. Grantee staff will attend training that CAPCOA will be coordinating on the use and deployment of air monitoring equipment, as needed. Funding for burns that are monitored is available on a reimbursable basis from CAPCOA.
3. Grantee will coordinate with CARB and CAPCOA on public messaging and outreach regarding the benefits of prescribed burning versus extreme fire events.
4. Grantee agrees to utilize the Prescribed Fire Information Reporting System (PFIRS) for prescribed burns of ten acres or more or that produce one ton of particulate Matter (PM) emissions or more in their jurisdiction where feasible. Grantee agrees to encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160. CARB will provide one-on-one training to the Grantee on the use of PFIRS upon request.
5. Grantee will coordinate with CAPCOA on any additional training needs to facilitate an optimized prescribed fire monitoring and smoke management program in their jurisdiction.
6. Grantee will keep records of each prescribed burn in their jurisdiction, or access this information from PFIRS, and provide this information quarterly to the CAPCOA coordinator for collection and preparation of a comprehensive quarterly progress report to be submitted to CARB. This information shall include the following:
   a. Burns requested, burns permitted, acreage burned.
   b. Locations of burns (by address, assessor's parcel number, and/or by latitude and longitude).
   c. Type(s) of fuels burned for each prescribed burn.
   d. For each prescribed burn not monitored under task 1., whether smoke concentrations (as PM 2.5 or PM10) were monitored and what monitors were used (e.g., FRM system monitors, E-BAMs, Purple Air Network, etc.)
7. Grantee will coordinate with CAPCOA on the preparation of a comprehensive, draft Final Report and Final Report covering the entire grant period.

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EXHIBIT B

Work Statement

Budget Summary (Attachment 1)
Project Schedule (Attachment 2)

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

EXHIBIT B, ATTACHMENT 1

Budget Summary

Grantee: Colusa County Air Pollution Control District

Grant Agreement No.: G21-PBRM-05-1-2

Project: Prescribed Burn Reporting and Monitoring Support Program

Total Costs & Funding

	FY 2021-2022	FY 2022-2023	FY 2023-2024
Project Funds	$9,000	$9,000	$9,000
Administrative Costs	$1,000	$1,000	$1,000
Total Costs	$10,000	$10,000	$10,000

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

EXHIBIT B, ATTACHMENT 2

Project Schedule

Grantee: Colusa County Air Pollution Control District

Grant Agreement No.: G21-PBRM-05-~~1~~-2

Project: Prescribed Burn Reporting and Monitoring Support Program

Work Task	Timeline
Participate in a project kickoff meeting for this grant.	Summer 2022
Coordinate with CAPCOA on the submission of comprehensive quarterly reports describing progress made during the quarter in meeting the objectives of this grant.	Quarterly
Coordinate with CAPCOA on available training for: state prescribed burning policy and best practices, smoke management program regulations, the Prescribed Fire Information Reporting System (PFIRS), and smoke monitor deployment. Ensure that all personnel participating in the program are familiar with the procedures for each.	Ongoing and as needed
For prescribed burn monitoring to be coordinated with CAPCOA, obtain monitoring equipment from the nearest regional cache of equipment, deploy the monitors, collect and report valid data immediately before, during the burn, and immediately after the burn, and collect the equipment at the end of each burn for return to the nearest regional cache.	Ongoing
Document and report to CAPCOA prescribed burns monitored for smoke impacts by means other than the regional caches.	Ongoing
Utilize PFIRS for prescribed burns within the Grantee's jurisdiction whenever feasible and encourage the use of PFIRS by burners for any and all burns requiring a Smoke Management Plan pursuant to 17 CCR §80160.	Ongoing
Coordinate with CAPCOA on the preparation of a draft final report and final report.	No later than March 31, ~~2025~~**2026** (draft final report) and May 31, ~~2025~~**2026** (final report)

Attachment: G21-PBRM-05-2 FINAL Copy (9510 : Prescribed Burn Reporting and Monitoring Grant Amendment)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

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

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

Detailed Description/Background of request

SSV-EMS staff will update the Board on the results of the RFP process, and next steps.

Prior Board Action

9/12/2023 - Approved RFP and authorized SSV-EMS to issue.

Fiscal Impact/Funding Source

No fiscal impact for this update, however the resultant agreement will require a subsidy of $1,500,000 annually to the provider. This subsidy comes from the special sales tax passed for this purpose.

Action for the Clerk

None.

ATTACHMENTS:

- AMR - Colusa Proposal (PDF)
- AMR Rates (PDF)
- 2023-2 Colusa RFP Summary Scoring Sheet (PDF)
- Notice of Intent to Recommend - Colusa County Ground Ambulance RFP 2023-2 (PDF)

EMERGENCY AMBULANCE SERVICE, ADVANCED LIFE SUPPORT (ALS) TRANSPORT AND EMS SYSTEM PERFORMANCE SPECIFICATIONS

For Colusa County, California

RFP #2023-2 | NOVEMBER 13, 2023



PROPOSAL NARRATIVE

AMR®
A Global Medical Response Solution

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Table of Contents

RFP #2023-2

Table of Contents 1

I. Executive Summary 2

Understanding Your Needs 2
24/7 EMS Coverage 3
What Makes Our Proposal Unique? 4
Unmatched Experience 7
Thank You! 7

II. Submission of Required Forms 8

III. Minimum Qualifications 12

Key Takeaways 12
A. Organizational Disclosures 13
B. Experience & References 16
C. Clinical Performance 23
D. Financial Strength & Stability 24

IV. Core Requirements 27

Key Takeaways 27
A. Contractor's Functional Responsibilities 28
B. Clinical 28
C. Operations 38
D. Personnel 45
E. Data Management & Reporting 47
F. EMS System & Community 48
G. Administrative Provisions 49

V. Competitive Criteria 54

Key Takeaways 54
A. Clinical 55
B. Operations 67
C. Personnel 77
D. Management/Supervision 95
E. EMS System & Community 98

VI. Budget & Pricing Documentation 104

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

I. EXECUTIVE SUMMARY



This proposal focuses on our commitment to the future of EMS, healthcare, and public safety in Colusa County. We are committed to taking this EMS system to new heights with local leadership, experienced caregivers, well-equipped ambulances and response vehicles and the latest emerging technology.

Understanding Your Needs



American Medical Response West (AMR) is excited to submit this proposal to serve Colusa County, California. We have thoroughly studied your system and your RFP and are prepared to rapidly move forward with a unique solution that is sustainable and highly integrated.

We recognize the importance of this Request for Proposal (RFP) process, which could not have come at a more critical time in California EMS. The last five years alone have brought changes in reimbursement, an ongoing public health pandemic, new technologies, increased disaster response, a national staffing shortage and new ways public and private partners can work together. As an organization, AMR has led the way as municipalities and industries adapt to these changes. We understand and appreciate the importance of a true single 911 ambulance provider system. This will positively affect overall system performance, enhance responsiveness and flexibility under changing conditions, and improve uniformity and transparency of data for contract compliance. We have kept all this in mind while preparing this proposal. The solutions in this document concentrate on providing a single-source system, increasing access to ambulance resources, enhancing clinical quality, and building a collaborative and accountable EMS system for the residents and visitors of Colusa County.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

24/7 EMS Coverage

Our decades of California EMS experience and unmatched relationships with ambulance vendors and medical suppliers make us uniquely qualified to meet your requirements. AMR will provide emergency ambulance coverage for Colusa County residents and visitors 24 hours a day, 7 days a week, 365 days a year.

AMR will provide two (2) Ford Transit Type II ambulances in Colusa County dedicated to the 9-1-1 system. A regional ambulance located nearby in Yolo County will be specially equipped for bariatric transportation and fire rehabilitation support for use in Colusa County.

We offer first hiring preference to the incumbent field personnel with no disruption of seniority and have robust recruitment and training programs to keep your system constantly staffed with experienced local caregivers. We will also stay fully accountable to S-SV EMS and County stakeholders and provide regular reports and ways to view system metrics in real time.

We consider these the minimum requirements to meet your needs and run a functioning EMS system. Many other providers can model a conceptual deployment plan and – if they have the staff and resources – attempt to put enough ambulances on the road. What sets AMR apart is how we can rapidly and continuously meet these base requirements and, most importantly, what we do beyond them.



"AMR Longmont and the Longmont Fire Department have worked closely together for a number of years, and I have found AMR Longmont to be a good EMS partner throughout this time . . . AMR's management has been accessible and receptive which has allowed us to maintain a strong working relationship. I believe AMR has the capabilities to provide quality EMS transport in your jurisdiction as well."

Dan Higgins, Fire Chief
Longmont Fire Department (Longmont, Colorado) | March 2023

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

What Makes Our Proposal Unique?

Years of providing EMS in California have taught us what you already know – this is a massive task. Our experienced leaders and field staff continue to customize our processes and introduce new tools to meet emerging needs and keep us at the forefront of EMS.

New Enhancements for the Colusa County EMS System

We look forward to working with you to create a more integrated, transparent and responsive EMS system – wholly customized to you and this community.

Integrated Community Focus

- **Regional MCI bus and command vehicle** for improved disaster response and support
- **Improved public safety support** with fire rehabilitation, shared purchasing power, and joint training
- **Community education and outreach** with stop-the-bleed training, school visits, jointly designed public service announcements and more
- **Collaborative implementation plan** with S-SV EMS to provide a seamless transition of providers

Operational Transparency & Benchmarking

- **Patient satisfaction surveys by the EMS Survey Team** to assess, compare and provide third-party reports on how Colusa County patients perceive our quality of care
- AMR's own **Operations Planning and Analytics Platform (OPAP)** for deployment modeling and daily and real-time status reports on how well we are performing and meeting response times



Enhancing Clinical Outcomes through Innovation

- **Stryker's CODE-STAT**, a data review software and retrospective analysis tool that provides easy access to resuscitation data and reports for post-event review
- **Innovative clinical equipment** to improve patient outcomes, including video laryngoscopy on every responding ALS unit
- Regional **bariatric transport** capabilities for patients up to 1,200 pounds



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

The EMS Employer of Choice

- **All members of the incumbent workforce** that meet all S-SV EMS, state and AMR criteria will receive first hiring preference with comparable pay and benefits and no disruption in seniority
- **GMR Life and employee well-being**, therapy dogs and CISM

Modern Equipment for the Needs of Tomorrow



- **Dedicated Colusa County fleet of Ford Type II ambulances**
- **Stryker Power-LOAD automatic gurney loading systems** on every ambulance
- Deployment of **new Stryker LIFEPAK 15 monitors** and CODE-STAT 12-lead viewing software of all hospital facilities, which will greatly benefit the community

Exclusive Benefits with AMR

Unmatched Disaster Support & Experience

No other provider in the past decade has been as battle-tested in their ability to respond to every type of disaster as AMR. In the last decade alone, we have seen wildfires, earthquakes, MCIs, active shooters, and a global health pandemic. As our national organization is the **contracted FEMA provider for federal disaster deployments for the entire country**, we stand ready as the certain solution during uncertain times.

Our preparedness resources in California are extensive and will be made available to Colusa County to respond in times of need. This includes access to our **regional MCI ambulance bus** (capable of transporting up to 12 patients) and **regional mobile command vehicle** (to support prolonged, large-scale disasters), both based at our Napa EMS operation.

End to End Support

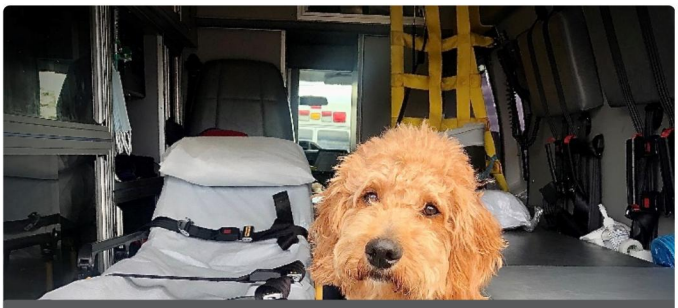
Already based in County, Williams 331 – the local helicopter EMS aircraft, supports the people of Colusa County with a critical care air transport team. Staffed with REACH Air Medical pilots, nurses and flight paramedics, Williams 331 is prepared to augment the EMS ground system in partnership with AMR.

Not only will the critically ill or injured continue to have the air transport resource available to them, but together REACH and AMR can offer an enhanced transport service to its communities. Joint preparedness, combined clinical skill training, large-scale incident drills – these teams will provide seamless care to the county's residents.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Whether AMR is transporting by ground, transporting to an LZ to have the patient flown to definitive care, or utilizing the REACH team in the ambulance to care for critically injured patients by ground, AMR has the partnership and utility to ensure the best pre-hospital care possible.

Custom-Built Caregiver Assistance Programs



Brackett (pictured here) will be our Colusa County therapy dog if selected to serve this community

Our **GMR Life** department links caregivers with external resources like no-cost support groups, therapy dogs, CISM teams, free therapist support for crews and family, and other programs aimed at improving life expectancy and wellbeing of first responders.

AMR also has **EMS therapy dog teams** located across the country that supports our crews during and following crucial situations. This award-winning therapy dog program provides trained and certified dogs that serve to help alleviate stress and tension for our employees. We propose to add a local therapy dog in Colusa County if selected as your EMS provider.

Supply Strength & Purchasing Power



The COVID pandemic has illustrated the need for **a reliable and comprehensive approach to equipment and supply management**. As other providers have struggled with continued shortages and delays, AMR has been able to protect our clinicians and patients during this crisis because we have always taken steps to ensure we're prepared for all possible contingencies.

Our massive volume purchases over the years have paved the way for long-term established vendor contracts that allow for **significant discounting and purchase abilities**. Our organization is also the largest purchaser of ambulances in the nation, making us a preferred customer with manufacturers and retailers and heightening our local resource availability. AMR is happy to **share our industry-leading purchasing power** with local first responder agencies for their own equipment and supplies, if desired. This may provide significant cost savings on medical supplies, equipment, clinical hardware, and the latest technology.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Unmatched Experience

AMR understands present-day EMS. We operate dozens of successful high-performance emergency and non-emergency systems in California and have the support of our parent and sister companies throughout the region. Alongside our local partners, we have led the way as the industry adapts to an ever-changing environment.

In service for more than 30 years, AMR manages dozens of 9-1-1 Advanced Life Support (ALS) EMS systems in California. Our national organization manages hundreds more across the United States.

In many systems, this includes providing emergency ALS response and transportation, non-emergency, interfacility and mental health transportation – all in the same service area. In California alone, we employ 8,000 EMS personnel and 13 medical directors. Plus, being part of Global Medical Response (GMR) integrates us with local and regional air ambulance partners. This is extremely unique and lets us fulfill our promises to this community.

Thank You!

We view this proposal as the start of what we hope is a long-term, sustainable, and clinically focused EMS system in Colusa County. Thank you for your consideration of our proposal.

We look forward to meeting and discussing our proposal and are happy to answer any questions or provide additional information as you conduct your review.

Sincerely,



BRIAN HENRICKSEN
Senior Regional Director
C: 707.331.5103
brian.henricksen@gmr.net

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

II. SUBMISSION OF REQUIRED FORMS



In the following pages, AMR has completed and included all applicable forms and bid documents provided by the S-SV EMS Agency and Colusa County.

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Appendix 2 – Required Proposal Forms

APPENDIX 2 – EXHIBIT A – FACE SHEET (Page 1 of 1)	
THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL	
Name of Proposer:	American Medical Response West
DBA:	American Medical Response (AMR)
Type of Organization:	☑ Corporation ☐ LLC ☐ Partnership ☐ Other: _____
Date Founded/Incorporated:	May 27, 1992
Legal Address:	6501 S. Fiddlers Green Circle, Suite 100 Greenwood Village, CO 80111
Mailing Address (If different than above)	
Federal Tax ID Number:	77-0324739
Contact Name/Title:	Brian Henricksen, Senior Regional Director
Contact Telephone Number:	707-331-5103
Contact E-Mail Address:	brian.henricksen@gmr.net

PROPOSAL ACKNOWLEDGEMENT/ATTESTATION

This is a proposal to contract with the Sierra-Sacramento Valley EMS Agency to provide emergency ground ambulance services to persons/entities requesting said service throughout the County of Colusa. I hereby certify that all information listed in this proposal is true and correct to the best of my knowledge and belief.

Printed Name	Signature	Date
Brian Henricksen	DocuSigned by: Brian Henricksen	11/6/2023

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

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APPENDIX 2 – EXHIBIT B – DEBARMENT AND SUSPENSION CERTIFICATION (Page 1 of 1)

The Proposer, under penalty of perjury, certifies that, except as noted below, Proposer, its principal, and any named subcontractor:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space. Exceptions will not necessarily result in denial of award but will be considered in determining Proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CERTIFICATION EXCEPTION DETAILS (If applicable)

Printed Name	Signature	Date
Brian Henricksen	DocuSigned by: Brian Henricksen	11/6/2023

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

APPENDIX 2 – EXHIBIT C – INVESTIGATIVE AUTHORIZATION – INDIVIDUAL (Page 1 of 1)

The undersigned, being Senior Regional Director (title) for AMR (entity), which is a prospective Contractor to provide emergency ambulance transport services to Colusa County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require an inquiry into matters which are determined relevant by the S-SV EMS Agency or its agents, such as, but not limited to, the character, reputation, competence of the entity's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the S-SV EMS Agency, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the date of signature.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:

Signature	Brian Henricksen Printed Name	10/31/2023 Date

ACKNOWLEDGEMENT

STATE OF: California COUNTY OF: Sacramento

On this 31 day of October, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appears Ivory Jackson to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public:

IVORY JACKSON
Notary Public - California
Sacramento County
Commission # 2430704
My Comm. Expires Dec 13, 2026

Notary Public Seal: Commission Expiration Date: 12-13-2026

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

APPENDIX 2 – EXHIBIT D – INVESTIGATIVE AUTHORIZATION – ENTITY (Page 2 of 2)

This authorization shall expire six (6) months from the date of signature.
AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE ENTITY:

Entity Name: American Medical Response Date: 10/31/2023

Authorized Representative Signature: [signature]

Authorized Representative Printed Name: Brian Henricksen

Authorized Representative Title: Senior Regional Director

ACKNOWLEDGEMENT

STATE OF: California COUNTY OF: Sacramento

On this 31 day of October, 20 23, before me appeared Brian Henricksen to me personally known, who bien by me duly sworn, did say that he/she is the SR Regional Dir of America Medical Resp and that said instrument was signed in behalf of said entity by authority delegated to him/her, and said affiant acknowledges said instrument to be the free act and deed of said entity. In WITNESS WHEREOF, I have hereunto set by hand and affixed my official seal the day and yearlast above written.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public: [signature]

IVORY JACKSON
Notary Public - California
Sacramento County
Commission # 2430704
My Comm. Expires Dec 13, 2026

Notary Public Seal: Commission Expiration Date: 12-13-2026

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

III. MINIMUM QUALIFICATIONS



As shown in the following pages, AMR meets or exceeds every required minimum bidding credential. We serve dozens of EMS systems with large populations, many with similar response requirements as Colusa County, and have the support and backing of our parent company.

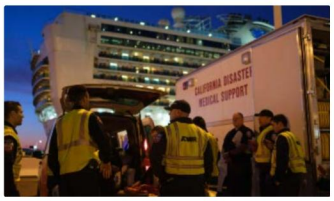
Key Takeaways

- We **meet or exceed** every required bidding credential required in the RFP
- **Decades of successful EMS experience** as a sole provider of emergency Advanced Life Support (ALS) services for several areas of comparable size and clinical complexity
- **Proven high levels of clinical performance and sophistication** across the state
- **Unique financial strength and stability**, including the backing of the nation's largest EMS provider
- **Excellent response time compliance** history and endurance through the COVID pandemic
- Resources and support of our parent company, **Global Medical Response (GMR)**









Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

A. Organizational Disclosures

Your emergency ambulance provider should be stable, secure, and well-insured for any event. With AMR, the Colusa County EMS system will be supported by a reliable and steadfast California leader with the financial backing and security of a national organization. Please see below for information on our organization, licensure, litigation and more.

1. Organizational Ownership & Legal Structure

Proposer shall describe its legal structure including type of organization, its date, and state of formation.

American Medical Response West (AMR), the bidding entity, is a California company incorporated May 27, 1992. We are owned by AMR HoldCo, Inc., the largest and most established ambulance services provider in the United States.

American Medical Response (AMR)

The AMR family of companies provides high-quality EMS to approximately 250 communities across the United States. In March 2018, AMR HoldCo, Inc. joined with the nation's leading private air ambulance providers to form Global Medical Response, Inc. (GMR).

Our corporate structure is pictured here. This level of stability and support is unmatched in EMS today.



Global Medical Response (GMR)

GMR was formed by combining the industry leaders in air, ground, managed medical transportation and community, industrial/specialty, and wildland fire services. With more than 37,000 personnel and a fleet of over 8,000 vehicles, GMR teams deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States and around the world.

This national support provides AMR with an unprecedented access to a depth of industry resources, financial backing, disaster response teams and a pool of certified personnel.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

2. Continuity of Business

Proposer shall provide the organization's background and number of years under present business name, as well as prior business names.

American Medical Response West has been in business for more than 30 years. We were incorporated in May 1992 and have continuously provided high quality ALS ambulance transport services since then.

We have also registered the below Doing Business As (DBA) names:

- AMR
- American Medical Response
- NCTI
- National College of Technical Instruction
- 911 Emergency Services
- Sonoma Life Support

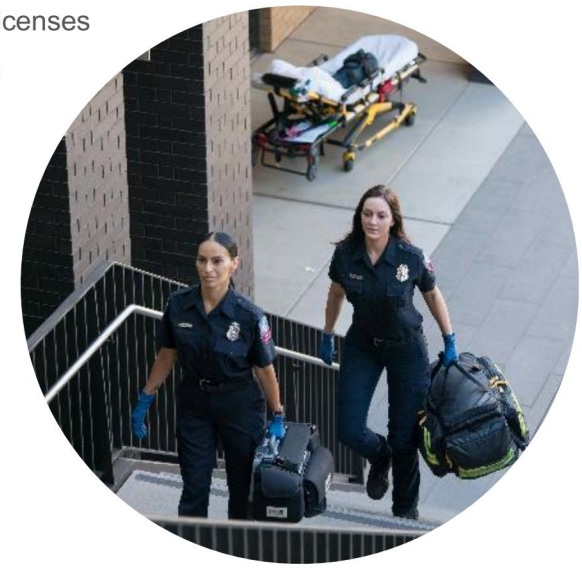
We are a subsidiary of GMR, which has many operating companies that function under the AMR umbrella. We are happy to provide information on any of our affiliated companies if helpful to your review.

3. Licenses & Permits

Proposer shall provide copies of business licenses or permits required by the nature of the contract work to be performed. Examples of state licenses, and local permits for other operational locations may be submitted to fulfill this requirement.

AMR has longstanding EMS operations in several surrounding communities. Upon contract award, our implementation team will immediately begin the process of securing all business licenses, permits and certifications needed to serve Colusa County.

Please see **EXHIBIT-01** for example copies of business licenses and permits required in similar operational locations. This includes examples of our current good standing in nearby communities, including:



- City of Rocklin, California (business license)
- City of Davis, California (business license)
- City of West Sacramento (business license)
- City of Winters (business license)
- City of Woodland, California (business license)
- Placer County (California Highway Patrol permits)

We are happy to provide any other examples if needed.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

4. Government Investigations

Proposer shall provide a listing of all federal, state, or local government investigations, findings, actions or complaints, and their respective resolutions for Proposer's organization and any parent or affiliated organization within the last three (3) years. This item may be submitted separately on a USB drive and will not count against the limits on Proposal length set forth in Section II.F.2. Proposer must provide documentation that it has resolved all issues arising from government investigations, including any continued obligations of the Proposer or describe status and expected outcome of open investigations.

Like others in the industry, our organization has from time-to-time been contacted by government agencies in connection with their regulatory or investigational authority. Any past matters have been resolved with the appropriate governmental agency.



Please see **EXHIBIT-02** for more detailed regulatory compliance information for AMR and our affiliated organizations.

5. Litigation

Proposer shall provide a listing of all resolved or ongoing litigation involving Proposer's organization including resolution or status for the last five (5) years. This listing shall include litigation brought against Proposer's organization or affiliated organization and any litigation initiated by Proposer's organization or affiliated organization against any governmental entity or competing ambulance service. This item may be submitted separately on a USB drive and will not count against the limits on Proposal length set forth in Section II.F.2. Proposer must provide documentation that it has resolved all issues arising from litigation or describe the status of open litigation.

We have no outstanding or pending litigation that would affect our ability to serve Colusa County. We have included a five-year claims summary with our response and are happy to provide more information, if needed.



Please see **EXHIBIT-02** for this five-year litigation history. As of the date of this submission, we believe there is no outstanding or pending litigation that would affect our ability to materially perform the requirements of the RFP.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

B. Experience & References

We greatly exceed the analogous experience required. We have provided multiple reference letters and other details of our paramedic ALS emergency ambulance experience in this section. The size variance in our coverage areas (large urban centers to smaller rural communities) gives us diverse experience and helps us customize our services to the needs of Colusa County.

1. Comparable Experience Example

Proposer must document three (3) years, within the last five (5) years of providing continuous 911 ALS transport services in the United States at the ALS level, for an operating area with a minimum population of 20,000, and a 911 call volume of at least 1,000. These minimum standards must be met under one contract.



Included below are just a few examples of our current experience managing a combined emergency 911 ALS ambulance service for operating areas with populations of 20,000 or greater. In the following pages, we've provided more detailed information on our current California EMS contracts served by AMR West and its affiliates.

EMS Excellence in Large Systems Across California

AMR 911 Operation	Years Served	High Performance ALS 911 Contract?	County Pop.	Annual Transport Volume (2021)
Riverside County	40 years	Yes	2.4MM	179,712
San Bernardino County	72 years	Yes	2.16MM	157,022
San Mateo County	29 years	Yes	767,423	34,476
Stanislaus County	60 years	Yes	530,561	53,246
Placer County	41 years	Yes	398,329	33,161
Santa Cruz County	30 years	Yes	273,213	14,168
Yolo County	25 years	Yes	216,403	16,266

We serve communities of all sizes, providing 911 emergency services 24-hours-a-day, seven days a week. Our team of experienced EMS professionals and clinical healthcare teams work with cities, counties, fire departments and government agencies to ensure they receive the right service with the highest level of patient care. We also provide – often in the same communities – a wide range of interfacility and non-emergency solutions for large healthcare systems, payors, and local hospitals.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

2. Government Contracts

Proposer shall provide a list of emergency ambulance service contracts completed or ongoing during the last three (3) years, including the term or date of termination of the agreement, the services provided, the dollar amount of the agreement and the contracting entity.

AMR and our affiliates serve more than 250 EMS contracts throughout the country. This includes 911 Advanced Life Support (ALS) in more than 20 counties in California, plus interfacility support in nearly all California counties. Each 911 operation must comply with high-performance response time criteria, many with similar populations, geographical spread, call volume, and system design to Colusa County.

In the following pages, we have provided a list of California communities where we operate the same or similar services requested by Colusa County. We look forward to continuing this record of California EMS success in the years ahead.

NOTE: For each contract below, "Contract Amount" shows the **approximate annual net revenue**. If S-SV EMS would like other information to describe the dollar amount of any agreement, we are happy to oblige.

Riverside County, California

Agency:	Riverside County EMS Agency	Service Type:	911 ALS
Population:	2.4 million	Years Served:	40
Transports:	168,092 (2020) 179,712 (2021)	Contract Amount:	$100M+ (approx. annual revenue)

San Bernardino County, California

Agency:	Inland Counties EMS Agency	Service Type:	911 ALS, BLS, CCT
Population:	2.16 million	Years Served:	72
Transports:	158,325 (2020) 157,022 (2021)	Contract Amount:	$75M+ (approx. annual revenue)

Santa Clara County, California

Agency:	County of Santa Clara	Service Type:	911 ALS
Population:	1.9 million	Years Served:	41
Transports:	78,469 (2020) 85,829 (2021)	Contract Amount:	$50M+ (approx. annual revenue)

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Contra Costa County Fire Protection District (CCFPD)

Agency:	CCFPD	Service Type:	911 ALS, IFT
Population:	1.1 million	Years Served:	4
Transports:	69,250 (2020) 76,121 (2021)	Contract Amount:	$25M+ (approx. annual revenue)

Los Angeles County, California

Agency:	Los Angeles County EMSA	Service Type:	911 BLS
Population:	918,000	Years Served:	102
Transports:	156,757 (2020) 156,433 (2021)	Contract Amount:	$75M+ (approx. annual revenue)

City of San Francisco, California

Agency:	County and City of San Francisco	Service Type:	911 ALS
Population:	883,305	Years Served:	40
Transports:	30,133 (2020) 29,991 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

Ventura County, California

Agency:	Ventura County EMS Agency	Service Type:	911 ALS, IFT & CCT
Population:	846,000	Years Served:	71
Transports:	49,586 (2020) 58,288 (2021)	Contract Amount:	$25M+ (approx. annual revenue)

San Mateo County, California

Agency:	County of San Mateo	Service Type:	911 ALS
Population:	767,423	Years Served:	29
Transports:	31,576 (2020) 34,476 (2021)	Contract Amount:	$25M+ (approx. annual revenue)

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Sacramento Metropolitan Fire District

Agency:	Sacramento Metro Fire District	Service Type:	911 ALS, back-up & surge
Population:	738,000	Years Served:	25
Transports:	17,144 (2020) 21,231 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

San Joaquin County, California

Agency:	County of San Joaquin	Service Type:	911 ALS & CCT IFT
Population:	702,602	Years Served:	30
Transports:	61,600 (2020) 65,144 (2021)	Contract Amount:	$50M+ (apprx. annual revenue)

Stanislaus County, California

Agency:	Stanislaus County EMS Agency	Service Type:	911 ALS
Population:	530,561	Years Served:	60
Transports:	50,685 (2020) 53,246 (2021)	Contract Amount:	$25M+ (approx. annual revenue)

Santa Barbara County, California

Agency:	County of Santa Barbara	Service Type:	911 ALS/BLS & CCT IFT
Population:	446,449	Years Served:	50
Transports:	27,876 (2020) 30,770 (2021)	Contract Amount:	$25M+ (approx. annual revenue)

Monterey County, California

Agency:	County of Monterey	Service Type:	911 ALS/BLS & CCT IFT
Population:	435,000	Years Served:	12
Transports:	23,065 (2020) 25,168 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Placer County, California

Agency:	County of Placer	Service Type:	911 ALS & ALS IFT
Population:	398,329	Years Served:	41
Transports:	29,566 (2020) 33,161 (2021)	Contract Amount:	$25M+ (approx. annual revenue)

Sonoma County, California

Agency:	County of Sonoma	Service Type:	911 ALS & ALS IFT
Population:	296,394 (EOA)	Years Served:	30
Transports:	25,019 (2020) 27,286 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

Santa Cruz County, California

Agency:	County of Santa Cruz	Service Type:	911 ALS
Population:	273,213	Years Served:	30
Transports:	13,239 (2020) 14,168 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

Yolo County, California

Agency:	County of Yolo	Service Type:	911 ALS & CCT IFT
Population:	216,403	Years Served:	25
Transports:	14,398 (2020) 16,266 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

Shasta County, California

Agency:	County of Shasta	Service Type:	911 ALS
Population:	180,000	Years Served:	36
Transports:	13,020 (2020) 13,280 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Imperial County, California

Agency:	Imperial Public Health Department	Service Type:	911 ALS, BLS, CCT
Population:	181,215	Years Served:	3
Transports:	11,253 (2020) 11,420 (2021)	Contract Amount:	$5M+ (approx. annual revenue)

Napa County, California

Agency:	Napa County HHS Agency (EMS)	Service Type:	911 ALS, BLS, CCT
Population:	137,744	Years Served:	11
Transports:	10,745 (2020) 11,454 (2021)	Contract Amount:	$10M+ (approx. annual revenue)

Humboldt County, California

Agency:	North Coast EMS	Service Type:	911 ALS
Population:	80,000	Years Served:	35
Transports:	10,621 (2020) 11,543 (2021)	Contract Amount:	$5M+ (approx. annual revenue)

San Benito County, California

Agency:	County of San Benito	Service Type:	911 ALS
Population:	55,270	Years Served:	20
Transports:	2,408 (2020) 2,437 (2021)	Contract Amount:	$2.5M+ (approx. annual revenue)

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

3. Contract Compliance

Proposer shall detail any occurrence of its failure or refusal to complete a contract with a governmental entity for which Proposer was providing emergency ambulance services. This shall specifically state whether Proposer or an affiliated organization was found in material breach of the contract and the reasons why the contract was terminated. If Proposer has been found in material breach of a governmental contract or if Proposer "walked away" from its obligations under a governmental contract within the last three (3) years, Proposal may be rejected as not complying with the Minimum Qualifications.

Like others in the industry, AMR West in its day-to-day operations has been involved in contract disputes, received notices of non-performance, and been involved in litigation with customers, vendors, payers, patients and others. In many EMS systems, AMR West reports monthly performance and receives notices of contractual assessments which involve exemptions and appeals. There are no pending actions against AMR West that we believe would materially impair or otherwise impact its ability to perform the obligations under the RFP. AMR West is unaware of any final judgments in a court against it for material breach or default of an EMS agreement.

4. Reference Letters

Proposer shall include two (2) letters of reference related to the organization's current/ existing: a) Reputation/performance as a contractor of ALS services. b) Clinical performance &/or quality assurance/improvement program effectiveness. c) Relationships with first responder agencies, hospitals &/or specialty care centers. Letters of reference may not be supplied by or considered from S-SV EMS or Colusa County entities/staff and must include the following: a) Signed & dated by the author. b) Direct or indirect business or financial relationship between the author/organization & Proposer. c) Extent to which the author/organization is familiar with the Proposer & Proposer's work/performance.

03 Please see **EXHIBIT-03** for multiple reference letters from similar clients, customers and community partners.

This includes the following:

- Sacramento Metropolitan Fire District
- San Benito Emergency Medical Services Agency
- Woodland Fire District
- Arbuckle-College City Fire
- Williams Fire
- Colusa Indian Community Council, Cachil Dehe Band of Wintun Indians

"As the successful bidder over the past two EOA RFPs, Santa Cruz County has enjoyed a longstanding relationship with AMR. We found two key qualifies that they have brought to the table for us: Quality and Resilience."

David Ghilarducci MD, EMS Medical Director & Deputy Health Officer
County of Santa Cruz Health Services Agency | March 2023

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

C. Clinical Performance

Our organization provides 911 EMS in more than 230 communities across the United States. While each system has its own nuances, infrastructure and support design, a common factor is the need for a reliable provider that adheres to stringent response time performance standards.

Proper shall describe how it ensures consistent, high-quality clinical care and how it is able to verify its clinical performance.

Verifying & Documenting our Clinical Performance

We will provide Colusa County with all elements of information requested and benchmark local Key Performance Indicators (KPIs) against established standards. Reports may include patient demographic information, patient condition, total local transports, medication usage information, incoming calls, wait times, call times, the number of daily/weekly/monthly/annual transports, our on-time performance percentage and/or hundreds of additional performance metrics.

We also commit to working with the County and S-SV EMS to develop new metrics as needed to ensure the evolution of targeted and effective patient care. We look forward to working with you to determine the exact frequency and content of clinical reports.

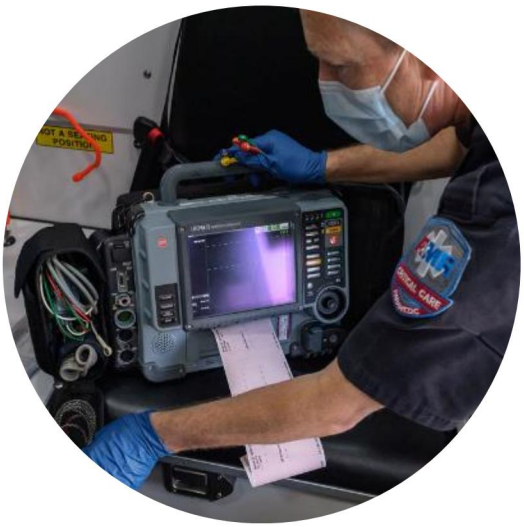
Clinical Metric Analysis with GMR Medicine

AMR is not just an EMS provider. We are a partner in public safety and a mobile healthcare provider, working across all elements of the healthcare spectrum. The healthcare spectrum is evaluated on the delivery of initial clinical care, patient experience, and improved patient outcomes. Improving the patient experience and their outcomes forms the basis of our clinical culture for our entire organization, defined as **GMR Medicine**.

GMR Medicine is more than a mission; it is a culture that drives continuous clinical excellence. This professional, national unit within our company is unique in the industry and provides clinical best practice guidance to local operations and their partners by verifying, documenting, and analyzing our clinical performance.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Ongoing Clinical Research



Our equipment, training, and protocols are based on the latest clinical research, best practices, and industry advice. Our team of medical directors is deeply involved in the local, regional, and national EMS communities, and we follow the current research and innovations as they evolve.

If awarded this contract, AMR commits to collaborating with the S-SV EMS Agency and the local medical director to identify local healthcare needs and seek out special trials, papers, and projects for participation that support and enhance the EMS system.

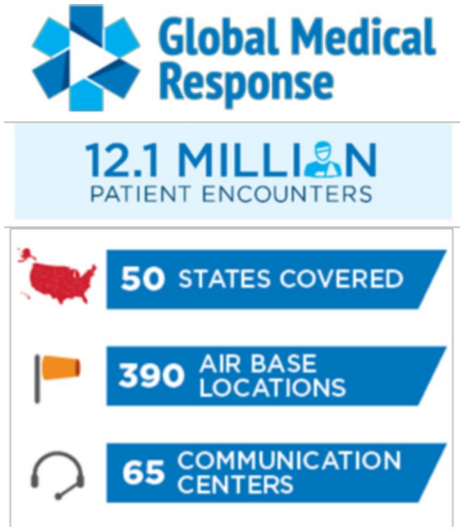
D. Financial Strength & Stability

As shown here, AMR has the financial resources and organization in place to meet or exceed the estimated investment in capital assets and working capital (including implementation and start-up costs) necessitated by the new contract.

The history and stability of an organization is typically a good indicator of its future performance. During an emergency, the citizens and visitors of Colusa County deserve to know they are in the hands of a skilled, reliable, and trusted provider.

We are part of the largest medical transport organization in the world, Global Medical Response, Inc. (GMR), focusing on intimate and high-service solutions at the local level. This gives the S-SV EMS Agency unique peace of mind, especially during these uncertain economic times.

We are happy to provide any additional information you may require.



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

1. Financial Statements

[Supporting documentation required] Provide year-end financial statements for the last three (3) years that support the organization's financial ability to perform the services included in this RFP and the Proposal.

06 Please see **EXHIBIT-04** for copies of our year-end financial statements for the most recent three-year period. Our long-time stability lets us invest in this operation and support the highest quality performance of services.

2. Audited Statements

[Supporting documentation required] Provide independently audited financial statements for the most recent fiscal year.

06 Our documentation provided in **EXHIBIT-04** includes independently audited financial statements for the most recent fiscal year.

3. Financial Commitments

[Supporting documentation required] Provide a list of commitments, and potential commitments, which may impact assets, lines of credit, guarantor letters or otherwise affect Proposer's ability to perform the Contract.

Not applicable. AMR has no commitments or potential commitments that would impact assets, lines of credit, guarantor letters, or otherwise affect our ability to serve Colusa County.

4. Working Capital

[Supporting documentation required] Proposer shall describe its working capital sources and quantify the amount it expects to need for startup and improvements to the Colusa County EMS system. The information shall include the estimated amount of start-up capital required to finance administration and ambulance operations for the first six (6) months of the Agreement, include the source of this capital and if any part of it will be borrowed, and include verification from a financial institution that the organization is approved or pre-qualified to borrow sufficient funds.

AMR anticipates the approximate amount needed for startup, capital purchases and the first six months of operations in the Colusa County EMS system to be $925,704.

We are committed to support the startup of the operation through the support of the many centralized shared services, including sufficient capital for the acquisition of vehicles and equipment and sufficient working capital until the operation becomes self-funding through cash flows from operations.

GMR is a financially healthy and stable organization, with approximately $116 million cash on hand and $500 million available on our line of credit (as of the end of Q3 2023). This stability ensures our ability to invest in the infrastructure and provide for continued performance of services. As shown in our financial attachments,

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

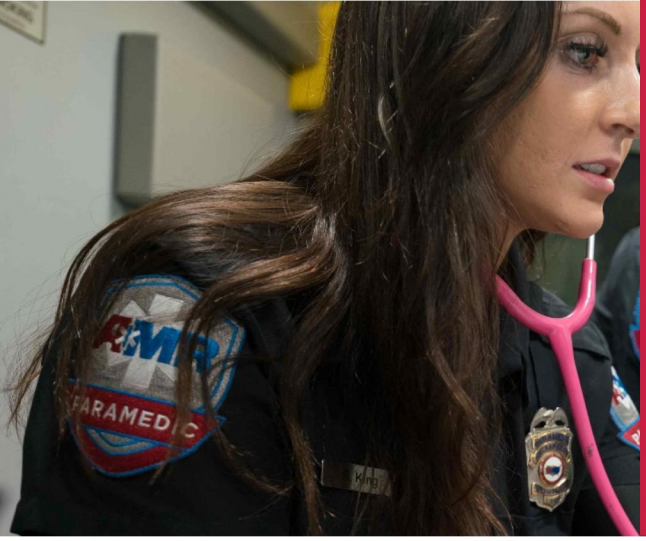
our organization has the financial resources and infrastructure in place to meet or exceed the estimated investment in capital assets and working capital.

5. Financial Interests

[Supporting documentation required] Proposer shall disclose and describe any financial interests in related businesses.

None. AMR has no professional or personal financial interest that could be a possible conflict of interest in providing products and services to Colusa County. Our only financial interests in "related businesses" are in those of our fellow Global Medical Response, Inc. (GMR) subsidiary companies.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)



IV. CORE REQUIREMENTS

In the following pages, AMR has described our compliance with each Core Requirement requested by S-SV EMS in RFP #2023-2. Where requested, we've expanded some responses with additional information.

Key Takeaways

- **Dedicated Clinical & Education Services (CES) team** – including regional support from our CES Manager, Arlen Soghomonians, PhD and other GMR clinical leaders
- **Cornerstone learning management system** with online courses and the ability for caregivers to self-assign new courses and learn new skills
- **Unmatched disaster preparedness & response capabilities** as part of the AMR family, FEMA's national provider since 2007
- **Regional MCI bus and mobile command vehicle** for improved disaster response and support
- **Local ambulance and resources** for fire rehabilitation and support
- **Use of AMR's SACCOM**, a robust communications center that processes over 100,000 emergency and non-emergency medical calls across 10 counties each year and has been an IAED Accredited Center of Excellence (ACE) since 2006
- **First hiring preference to the current workforce** (that meet all local, state and AMR criteria) with comparable pay and benefits
- **Robust leadership involvement** with a team of national and state medical directors supporting our local Medical Director
- **Industry-leading insurance coverage** reaching eight figures









Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

A. Contractor's Functional Responsibilities

As shown below, AMR understands and agrees to all requirements and commitments listed in RFP Section IV.A. Contractor's Functional Responsibilities.

1. Basic Services

2. Services Description

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.A.(1.-2.).
	Proposer takes exception to provisions contained in Section IV.A.(1.-2.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

B. Clinical

We have read, understand and agree to all requirements and commitments listed in RFP Section IV.B, as confirmed below.

1. Clinical Overview

2. Medical Oversight

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.B.(1.-2.).
	Proposer takes exception to provisions contained in Section IV.B.(1.-2.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

3. Minimum Clinical Levels & Staffing Requirements

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.B.3.
	Proposer takes exception to provisions contained in Section IV.B.3 as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Every AMR employee serving Colusa County will be appropriately and currently licensed, accredited, and credentialed. We track this electronically and follow-up with reminders and ongoing training for caregivers, spearheaded by our Clinical Education Services (CES) team.

Personnel Licensure, Certification & Training Requirements

From the moment our staff is hired, we provide them with in-depth training using the latest industry guidelines and unique tools. This includes classroom orientation, driver training, ride-alongs in the field, system familiarization and final evaluations. Each of our employees will continue to be competent and holders of appropriate licenses and permits in their respective professions and pass a criminal record check and physical agility test prior to working in the Colusa County system.

TRACKING & UPDATING EMPLOYEE CERTIFICATIONS

We use Ninth Brain for all credential management and clinical quality measurement to streamline our reporting and performance tracking.

We also use the **Cornerstone** learning management system to electronically store employment records, track certification and re-certification requirements, paramedic accreditation and ongoing training. This platform also features more hours of EMS educational offerings that can be used for continuing education hours for recertification at no cost to the employee.

Our Colusa County team will use the combination of ninth brain? GMR Connect and Cornerstone to plan and conduct continuing education courses, notify employees prior to certification expiration and provide updates to personnel on the status of their licenses and certifications.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

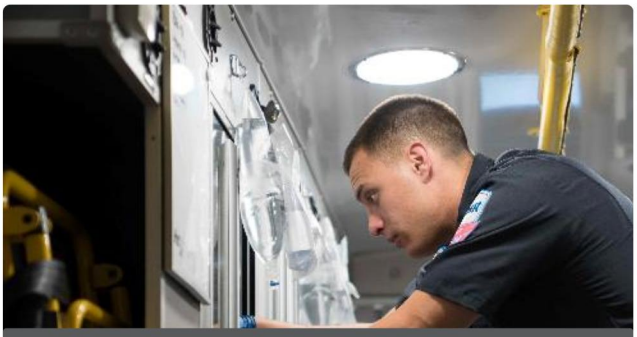
COMPANY & EMS SYSTEM ORIENTATION & ON-GOING PREPAREDNESS

One of the most essential parts of the process is an orientation program that establishes preparedness for responders to function in various roles within the EMS System. AMR has a stringent New Employee Orientation Program (NEOP) that meets the minimum standards defined in the RFP but goes beyond, enabling caregivers with equipment familiarization, documentation and narration training, simulation training and provider safety techniques.

New Employee Orientation Program

This training academy is classroom-based and covers the following topics:

- Customer service
- Enhanced training of inclusivity, diversity, equity and humility
- Overview of online training requirements (hazardous materials, cultural sensitivity, HIPAA, Code of Conduct, compliance, workplace violence, harassment prevention, information security, AMR corporate overview, AMR Medicine, documentation, Just Culture, air/bloodborne pathogens, disinfection, fire extinguisher, handwashing, infection control, safe lifting, patient moving/lifting, transmittable diseases, heat illness)
- Overview of local EMS system and fire departments
- Emergency Vehicle Operations
- Cardiac Arrest Management (CAM)
- High Performance CPR
- Cardio-Pulmonary Resuscitation (CPR)
- ImageTrend ePCR Training
- Refusal of care & transportation/AMA
- Physician consultation procedure
- Controlled substance procedures
- Overview/tour of operations center
- Overview/tour of ALS/BLS ambulances
- Overview of check-out/check-in procedures
- Any applicable Colusa County EMS updates
- AMR Field Training and Evaluation Program (FTEP) & training phases
- Patient care documentation training
- Overview Colusa County EMS Paramedic Accreditation policy and requirements
- Local MCI plan training
- AMR internal disaster plan training
- Infrequently used skills validation
- Gurney/StairChair training
- County geography/mapping
- Daily log on/log off procedures
- Critical Incident Stress Management tools
- Wellness & resiliency training



Orientation and field training lets new caregivers learn all the fine details of responding in this EMS system

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Field Training Process for New Hires

After the trainee has successfully completed the New Employee Orientation Program, they are assigned a Field Training Officer (FTO). The purpose of this training is to orient the new hire to the geography of the County and provide exposure to:

- Area hospital location and capabilities
- Each AMR posting location
- Local first responder stations and operations
- Comprehensive basic and advanced skills and patient assessment / care evaluation
- Other frequented facilities

Completion of this segment is at the discretion of the FTO and the medical director, but generally includes six rides for EMTs and eight for paramedics. Our FTOs play a key role in our onboarding program. They provide instruction in orientation programs, conduct field orientation for new personnel, assist in teaching in-service education programs and provide ongoing field observation and mentoring for our caregivers.

New employees are prohibited from working independently without first demonstrating their ability to perform patient care duties correctly and safely. Employees must satisfy AMR's competency-based checklist and demonstrate their understanding of local policies, which contain the guidelines for all patient care issues. Employees, too, must demonstrate proper documentation and procedural competency required by the scope of practice.

Ongoing Education Support

Our Clinical Education Services (CES) team monitors employee compliance with continuing education requirements and tracks completion of clinical education courses using a web-based platform. In Colusa County, we will have a regional CES Specialist and a Field Training Officer (FTO) Supervisor to directly support our day-to-day clinical training needs. Our CES team will host short-term, recurring classes for our staff – including using manikins – and offer the training sessions to local public safety partners.

In addition, all caregivers receive continuing education on compliance, customer service expectations, performance improvement, documentation, safety, the billing and reimbursement process and dozens of other courses each year.



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

PREPARATION FOR MULTI-CASUALTY INCIDENTS



AMR will train all ambulance personnel and supervisory staff in their respective roles and responsibilities under S-SV EMS Multi-Casualty Incident plans/ policies and prepare them to function in the medical portion of the Incident Command System. As shown below, this is already a standard practice for AMR today across the state.

Specialized Disaster Training

In addition, all AMR personnel in Colusa County will be trained in FEMA Incident Command System (ICS) and National Incident Management System (NIMS) courses to better collaborate with local, regional and national responders during disasters and other unplanned events. This has been instrumental in our responses over the years, including large California wildfires.

	SEMS	ICS 100	ICS 200	ICS 300	ICS 400	ICS 700b	ICS 800a
Field Employees (EMTs, Paramedics, etc.)	✓	✓	✓	*Optional*	*Optional*	✓	✓
Field Supervisors	✓	✓	✓	✓	✓	✓	✓
Managers	✓	✓	✓	✓	✓	✓	✓
Directors	✓	✓	✓	✓	✓	✓	✓

Regional Disaster Support

Our resources in Northern California are simply unmatched and will be made available to Colusa County to respond to any events that may happen. To further enhance our disaster response capabilities, AMR will provide use of a regional mass-patient transport bus, capable of transporting at least 12 patients from a single incident, and a disaster response command post vehicle to support large-scale or prolonged operations in the region.



"It is inevitable in any response system that, periodically, demand for service will exceed predictions, and we have benefited from AMR's presence in neighboring counties to enable seamless temporary utilization of out of county resources. This provides the depth of resources and resilience that would not be possible with a smaller provider."

David Ghilarducci MD, EMS Medical Director & Deputy Health Officer
County of Santa Cruz Health Services Agency | March 2023

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

ASSAULTIVE BEHAVIOR MANAGEMENT TRAINING

We teach a variety of skills and techniques to defuse and manage potentially difficult scenes and effectively manage patients with psychiatric, drug/ alcohol or other behavioral or stress related problem. This training is a standard requirement at AMR and part of both new employee orientation training and ongoing compliance training each year. Our assaultive management training is based on assessing four distinct levels of behavior, learning each appropriate response to the respective level and incorporating this new knowledge in role play. There is an analysis of the trainee's personal tendencies (done individually) when in conflict and what happens when the trainee is unprepared and frightened in a situation. While our focus remains on identifying and diffusing situations and personality traits of individuals with assaultive behavior, we teach proven techniques to ensure violent situations are handled safely for the patient, bystanders, and all responders on scene.

DRIVER TRAINING

AMR will maintain an on-going driver-training program for ambulance personnel. The program, the number of instruction hours and the system for integration into our operations will be reviewed and is subject to approval by S-SV EMS.

All newly hired employees are required to pass our **Emergency Vehicle Operator Course (EVOC)** program, which helps them overcome common challenges and better understand the dynamics of operating an ambulance.

Instructor Training & Certification

Our EVOC Instructor Certification program that defines requirements for initial certification and annual recertification competency checks for didactic and practical instruction. The instructor program includes online modules and eight hours of classroom training. All Instructors must be signed off on their knowledge of every track module through a knowledge test.

Didactic Training

New hire employees will be given the classroom portion of the program for half of a day during orientation. The new hire will be assigned the online course and be required to pass the 61 questions, multiple choice test with a 90% or greater within 3 attempts. If unsuccessful, the employee may require further evaluation or may be released from employment for not successfully completing field training.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Practical Skills Training

The skills course provides confidence training simulating maneuvers required for daily emergency vehicle operations. Each station of the practical skills training is designed to provide the student with an opportunity to learn specific skills to operate an emergency vehicle safely and limit risk of self, partner, patient and community.

Commentary Driving

Commentary driving is performed by an informed AMR Field Training Officer (FTO) who uses verbal communication to educate, train and reinforce desired driving behaviors. They act as coaches and encourage new hires to drive in accordance with AMR expectations. This includes driving by each fire station and its area and explaining how certain traffic patterns complicate some responses.

Recurrent Training

Anyone who drives an AMR vehicle, in the course of the job, must successfully complete AMR driver training through online courses and/or classroom refresher at least every two years. Employees may require re-instruction through didactic and/or practical skills training if not able to complete recurrent training.

INFECTION CONTROL

Across California and the United States, AMR has created a culture focused on infection prevention. We develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure.

Training Required for All Employees

Every employee receives training during our new hire orientation on infection control, including how to use personal protective equipment as well as practices to reduce cross-contamination between themselves and patients and patient-to-patient. Employees also complete annual refresher classes on these subjects. In addition, we provide all supervisors with a solid foundation in safety and risk management training. This includes instruction on how to manage and provide timely, proper treatment of blood and airborne pathogens as well as contact exposure.

Advanced & Evolving Practices

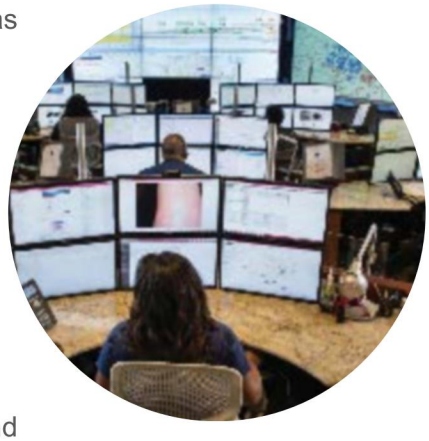
We maintain a set of ongoing practices to further reduce risk of infection and re-infection including:

- Infection control training
- Cleaning, disinfection, and disposal
- Sharps exposure prevention
- Respiratory protection program, including the Cal OSHA 5199 Aerosol Transmissible Disease (ATD) Standard
- Employee vaccinations

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

- Personal protective equipment
- Post-exposure management

As a chief part of our infection control program, we track and monitor the hepatitis-B and influenza immunization status for field employees. They also receive a mandatory Tuberculosis (TB) screening upon hire and are offered additional no-cost screenings each year.



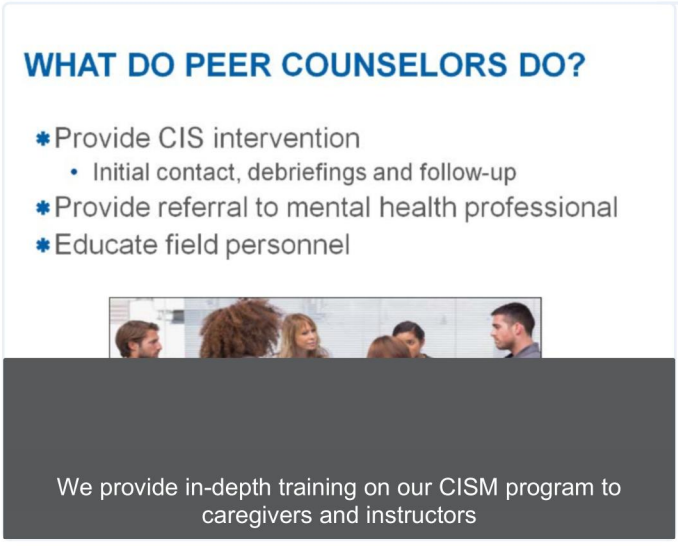
As described in the next section, every AMR employee also has access to a nurse-operated mobile monitoring and screening program – our **Exposure/Injury Hotline**, available 24 hours a day. In addition, we use the Baldwin Aviation safety system for the reporting of patient safety concerns. This lets us gather and analyze data on all incidents that occur within our workforce to find causative factors and determine preventive measures.

Locally and nationally, we create custom policies based on identified behaviors, following the Just Culture™ approach, and implement training and corrective action on safety related incidents.

CRITICAL INCIDENT STRESS MANAGEMENT

AMR will establish a repetitive stress and critical incident stress action plan. Included will be an ongoing stress reduction program for its employees and access to trained and experienced professional counselors.

An in-house group of peer counselors with specialized training in CISM is available for employees who need help following stressful and/or traumatic events. Our supervisors remain as the first point of contact for any issues. CISM is initiated by call-type in our computer-aided dispatch system, or by request of employee. Immediately following notification of an incident where they may be needed, a CISM team member and/or Supervisor responds to the scene or the hospital to hold a defusing session with the crew involved.



Approximately two days after the event, they also hold debriefings in a group setting to refresh coping skills and identify any additional help that may be available. Employees also receive one-on-one confidential aid from peers if they wish. The CISM program provides stress education sessions for all EMS providers and will interface with other existing public safety and health care CISM programs for additional resource support.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

CISM Activation

The process for activating our CISM team is shown below.

1. A Supervisor will page or have dispatch page the "CISM management team" via Everbridge to discuss the possible need for a CISM team deployment.
2. A designated member of the CISM management team will contact the on-duty Supervisor who initiated the "CISM management team" to discuss the incident.
3. The CISM manager will take over the incident and assign a CISM team member to the incident if it is decided an activation is needed.
4. The CISM team member assigned to the incident will contact the on-duty Supervisor for the incident and produce a plan to meet with the effected employees.
5. The CISM team member assigned to the incident will take lead for the incident and make sure all CISM services are fulfilled and follow up with the effected employee is completed.
6. The CISM team member assigned to the incident will inform the CISM management team of any addition resources needed for the incident.

Ongoing Wellbeing Support

As part of the AMR team, the incumbent EMS personnel will receive all the benefits and support programs available as a Global Medical Response employee. This includes the programs shown below, many of which are described in greater detail in the following sections. We look forward to meeting the local incumbent personnel and further discussing what a career with AMR can provide.

GMR LIFE. GMR Life is our internal division that exists to promote, support and encourage wellness for all employees and maximize overall wellness. The program is critically involved in the creation and dissemination of training opportunities to promote Wellness.

THERAPY DOG TEAMS. GMR has a team of certified dogs across the country who we bring in during crucial situations. We propose to provide a local dog, “Brackett,” in Colusa County. He will provide regular support for AMR Colusa crews and at public events. In addition to local support, we also send our therapy dogs on site during crises like hurricanes, floods and other disasters.

EMPLOYEE ASSISTANCE PROGRAM. Offered at no charge to our employees and their immediate family members and is 100% confidential. Our EAP provides mental health services and substance abuse counseling with a certified behavioral health care provider, 24 hours a day.

GMR CHARITABLE FOUNDATION. This foundation provides financial assistance to hundreds of our co-workers following catastrophic events each year, including co-workers who experienced property losses from fires or floods, suffered the death of an employee or family member or who were unable to work due to catastrophic illness.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)



EXPOSURE/INJURY SCREENING & MONITORING. Every AMR employee has access to a nurse-operated mobile monitoring and screening program, available 24 hours a day. In the event of an exposure in the field or infection with a communicable disease, our nurse navigators walk employees through a care plan, including eternal testing and referral. If desired, this program is also available to local first responders.

HIPAA COMPLIANCE

AMR provides regular training for all staff on compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and other current rules and regulations enacted by the U.S. Department of Health and Human Services. Our HIPAA compliance program has been in place for more than 25 years and is well-positioned to meet the increased expectations of patient privacy and electronic data security.

This program includes:

- A dedicated privacy officer to implement, oversee and enforce the HIPAA program
- A set of HIPAA compliance policies and procedures that provide all employees with the appropriate procedures and protocols to ensure compliance with the Privacy & Security Rule
- Mandatory new-hire and annual HIPAA education and training for all employees
- A dedicated HIPAA Helpline number to report concerns or questions available to all employees, patients and customers and vendors
- State-of-the-art information technology systems with encryption capabilities to protect the electronic patient data maintained by our organization

Our proposed data systems – including ImageTrend – fit all S-SV EMS data reporting requirements and can interface with nearly any platform. These systems are HIPAA and HITECH compliant and operating staff complete annual refresher training on ensuring patient and customer confidentiality.

OIG COMPLIANCE

AMR will also provide initial and ongoing compliance training for all personnel. This training will be in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers and be led by our Ethics and Compliance department, founded in 1998.

The department implements our Business Code of Conduct & Compliance program, designed to promote ethical decision-making and professionalism in every aspect of our operations. This includes a Business Code of Conduct & Compliance Handbook to promote and to monitor business integrity and compliance with law and company policies. Annual Code of Business Conduct training is mandatory for all employees, who are encouraged to report any compliance concerns anonymously via our toll-free compliance help line.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

C. Operations

As shown below, AMR understands and agrees to all requirements and commitments listed in RFP Section IV.C. Operations.

1. EMS Dispatch & Communications

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.C.1.
	Proposer takes exception to provisions contained in Section IV.C.1. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

AMR proposes to partner with our ACE accredited Sacramento Communication Center (SACCOM) to receive and dispatch all Colusa County ambulance requests. As described below, SACCOM provides 911 dispatch services for multiple counties in Northern California. Using the Logis CAD system and ProQA software, we can rapidly provide dispatching services to support Colusa County.

Proposed Dispatch Center & Computer Aided Dispatch System

Our Sacramento Communication Center (SACCOM) will provide all equipment and software necessary to receive, manage and respond to all ALS ambulance service requests from Colusa County. This includes highly trained staff using the Medical Priority Dispatch System (MPDS) and advanced software to determine the best AMR resource to respond. AMR and SACCOM will work collaboratively with Colusa County PSAPs to create and maintain a direct CAD-to-CAD interface for seamless communication, data collection and reporting.

ABOUT SACCOM

Our use of SACCOM provides Colusa County with access to an experienced workforce and a sophisticated centralized dispatching operation that is trusted and reliable. The center processes more than 100,000 emergency and non-emergency medical calls across 10 Northern California counties each year. It has been recognized by the International Academies of Emergency Dispatch as an



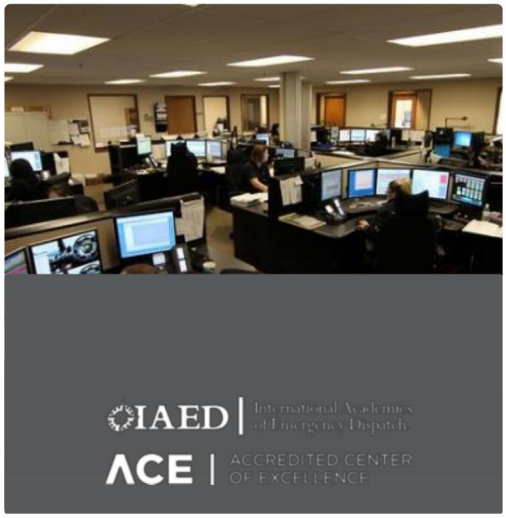
Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Accredited Center of Excellence (ACE) since 2006 – one of only 14 accredited centers in California.

The technology used there, including the Logis IDS CAD system and ProQA-AQUA software, has continued to be upgraded to keep pace with current needs. SACCOM can support telephone requests for emergency ambulance services directly from agencies currently operating within Colusa County, but as an enhancement of our services, we can also easily establish CAD to CAD linkages to allow for simultaneous dispatching and elimination of telephonic notifications which greatly improves overall response times as well as reduces the time on task of our partnered agencies in Colusa County.

CENTER OF EXCELLENCE ACCREDITATION

AMR's SACCOM Communication Center was issued their initial IAED Center of Excellence Accreditation in 2006 and has maintained this accreditation ever since. IAED accreditation recognizes excellence in communications and dispatch processes, including stringent adherence to the academy's proven continuous quality improvement program. To receive this accreditation, the center completed a self-assessment of its ability to meet the 20 points of communications excellence mandated by IAED. The self-assessment was followed by an in-depth assessment by the academy, including extensive scrutiny of dispatch protocols. We commit to maintaining this prestigious accreditation throughout the term of the contract.



LOGIS IDS COMPUTER AIDED DISPATCH

SACCOM uses the Logis IDS Computer Aided Dispatch (CAD) system, designed for emergency and non-emergent call intake, dispatch and tracking of field ambulances.



Logis features an intelligent logistics engine that helps us determine the right ambulance, provide detailed reporting, and show real-time maps of system resources. It also enhances our move-up plan, offering such features as "auto dispatch," which accelerates the activation of ambulances for an EMS response.

Upon award, we will develop an electronic data transfer interface from the County's PSAPs to facilitate receipt of service requests. This includes integration with Logis, which we use across the country and have connected to dozens of PSAPs with excellent success.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Auto Dispatch

A unique feature of Logis is called “auto dispatch.” This enhancement accelerates the activation of ambulances for an EMS response. For a 911 call, the call-taker will obtain key information from the local caller. At the point that the minimum necessary information is captured to initiate a response, Logis will identify the closest appropriate ambulance (based on AVLS/GPS data) and dispatches that ambulance to quickly respond. As examples, in operations such as Placer County and Yolo County, California, we’ve seen 20-30 second response improvements using this feature. This feature does not prevent the dispatcher from overriding or amending the auto dispatch decision.

AVL & Route Optimization

Logis also provides the latest in Automated Vehicle Location (AVL) using an advanced geographic information system. Information from dispatch—such as vehicles and crew-assigned cellular phones, their positions and their status—is displayed on a digital map and is continuously updated. The system constantly optimizes the planned route, considering multiple factors like time-of-day, travel speeds and traffic conditions.

Actual travel times obtained from vehicles are used to adjust their estimated-time-of-arrival when scheduling trips. This process happens automatically, allowing the scheduling engine to make much more accurate predictions on travel times. The adjusted travel times translate into a more accurate image of the actual schedule without the need for manual adjustment.

DISPATCH REDUNDANCY

SACCOM provides a unique level of redundancy and peace of mind for Colusa County. It can receive requests for emergency ambulance services made by any of the PSAPs currently operating within the Colusa County and rapidly establish CAD-to-CAD linkages to allow for simultaneous dispatching and elimination of telephonic notifications which greatly improves overall response times. Moreover, SACCOM’s built-in redundancies and established disaster contingency plans ensure that it can maintain operations when other centers that lack such preparation and infrastructure would fail. Some of SACCOM’s backup features include:

- SDWAN implementation with multiple fiber connections operated by different carriers with geographically diverse paths to the site.
- Enhanced radio communications that allow for dispatching alternatives should internet go down
- UPS and backup power generators
- LOGIS IDS is hosted in off-site, Tier IV data centers. This allows the Sacramento team to bring dispatch functions up at an alternate site should an unforeseen event occur requiring personnel evacuate the building



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Trained & Certified Emergency Medical Dispatchers

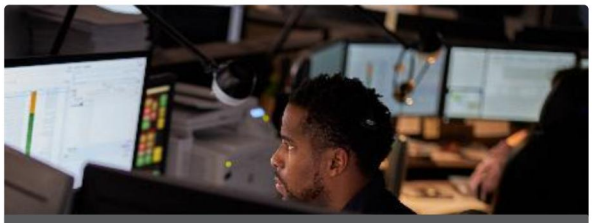
All dispatch staff serving Colusa County will be Emergency Medical Dispatch (EMD) certified and use S-SV EMS approved MPDS protocols. With a current dispatching staff of more than 45 EMD certified personnel – and a communications center leadership team comprised of a director, manager, shift supervisors, as well as training and QA supervisory staff – SACCOM has the expertise to meet the demands of Colusa County's EMS system. In addition, SACCOM is in the process of adding an in-house EMD instructor (operational by March 2023).

All SACCOM dispatchers currently provide Emergency Medical Dispatcher (EMD) certified call prioritization and pre-arrival medical instruction in accordance with national standards. Through AMR's well established emergency dispatch training academy, every emergency dispatcher operating in SACCOM obtains NAED certification in Medical Priority Dispatch protocols within 90-days of being hired.

MATCHING RESOURCES WITH DEMAND

AMR SACCOM will utilize the ACE medical dispatch protocol reference system for all Colusa County requests, including:

- Standardized caller interrogation questions
- Standardized dispatch pre-arrival instructions
- Schematized coding protocols that allow the agency to match the dispatcher's evaluation of the injury or illness severity with the vehicle response



We require a first ring answer on telephonic notifications 90% of the time, and processing of electronic notifications within 15 seconds

ProQA Software

To achieve this, dispatchers at AMR's SACCOM center have used the industry leading ProQA™ EMD software package for more than a decade. ProQA incorporates the unique, non-visual nature of the medical dispatch environment, where patients must be assessed and treated remotely. The software is based on MPDS and EMD protocols and provides a standardized format for conducting the practice of priority dispatching. It is an automated system which operates by evaluating incoming information according to logical rules built on expert medical knowledge.

During an emergency medical call, ProQA walks our dispatchers through the process of gathering the necessary information from the patient, obtaining the patient's status, choosing an appropriate dispatch level and instructing the caller with approved medical protocols until the dispatched units arrive at the scene. Paired with its companion software package AQUA™ (Advanced Quality Assurance), ProQA provides a superb quality assurance platform designed specifically for the needs of medical directors, quality improvement coordinators and dispatch supervisors.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Proposed Radios & Communications Equipment



AMR has extensive experience implementing and maintaining both mobile radio and cellular communications systems and will be responsible for all equipment, licenses, permits and frequencies to serve Colusa County. We invest heavily in a robust field communication system, complete with radio, cellular, Automatic Vehicle Locators (AVL), Mobile Data Computers (MDCs), GPS mapping and even satellite communications where needed.

This system is fully capable of receiving and transmitting all necessary communications during regular operations and disaster situations. We will maintain all necessary FCC licenses and permits required to run this system and follow current SACCOM policies to ensure compliance under FCC.

FIELD COMMUNICATIONS HIGHLIGHTS



- AMR will equip all ambulances and field supervisor vehicles with both **handheld and mobile radio equipment** capable of communicating on all UHF and VHF frequencies used by fire department first responder agencies and PSAPs in Colusa County.
- AMR crews can talk and reply with SACCOM, County PSAPs and Hospitals by voice or data linkage, and they have access to backup and redundant radio communication systems to ensure added capacity during major disasters.
- Our crews can communicate with SACCOM and their peers with an Enterprise Secure Chat feature using their cell ones in the event of radio system failures.
- AMR will provide **FirstNet cellular telephones** on all ambulances and field supervisor vehicles, plus satellite phones on each supervisor vehicle for extra redundancy.
- Using **ImageTrend ePCR** and **LIFEPAK 15 monitor/defibrillators**, AMR's ambulance crews can transmit 12-lead ECGs and ePCRs to receiving facilities as required by S-SV EMS policies.
- All AMR ambulances operating in Colusa County's EMS system will be equipped with AVL/GPS tracking systems to ensure the closest available unit can be dispatched to the call and routed in the most effective manner using state-of-the art mapping technology.
- AMR SACCOM tracks both the in-vehicle AVL/GPS and the cellular device(s) assigned to the field units providing high reliability of crew/unit location.



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

2. Ambulance Deployment Requirements

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.C.2.
	Proposer takes exception to provisions contained in Section IV.C.2. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

3. Response Time Performance Requirements

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.C.3.
	Proposer takes exception to provisions contained in Section IV.C.3. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

4. Response Time Measurement Methodology

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.C.4.
	Proposer takes exception to provisions contained in Section IV.C.4. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

5. Response Time Exceptions

6. Response Time Performance Reporting Procedures & Penalty Provisions

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.C.(5.-6.)
	Proposer takes exception to provisions contained in Section IV.C.(5.-6.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

7. Fleet Requirements

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.C.7.
	Proposer takes exception to provisions contained in Section IV.C.7. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

D. Personnel

We have read, understand and agree to all requirements and commitments listed in RFP Section IV.D, as shown below.

1. Treatment of Incumbent Work Force

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.D.1.
	Proposer takes exception to provisions contained in Section IV.D.1 as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

We offer first hiring preference to the incumbent EMS workforce and will transition all approved staff, keeping their seniority status and providing comparable benefits and wages in line with local labor agreements. AMR will always provide Colusa County with an experienced team of dedicated EMTs, paramedics and support staff to care for this community.

Maintaining Continuity of Service

To provide a seamless transition of providers and prevent disruption to employees, AMR will take every measure to retain and employ as many current local employees as possible. We value the experience and expertise of the incumbent workforce and consider them the most valuable system asset. As such, we will invest abundant resources to retain the personnel already in this system.

Immediately upon contract award, we will encourage all current personnel to apply for positions with AMR and continue to serve Colusa County. AMR will host community "town hall" meetings with the current field personnel, giving them information on joining our organization.

Our commitment is summarized below.



All members of the current workforce will receive first hiring preference and retain their seniority in the system with comparable pay and benefits

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

A Seamless Employment Transition

All members of the incumbent workforce that desire to continue their careers in the system (and meet all local, state and AMR criteria) will receive first and full consideration. This includes all eligible non-supervisory field EMT and paramedic personnel working for the current Colusa County ground ambulance EOA Contractor. Seniority will be transferred on a lateral basis, without "demoting" current employees.

- AMR will provide applicable non-supervisory field EMTs and paramedics (both current and newly hired personnel) employment in **substantially similar positions**.
- AMR will provide all full-time non-supervisory field EMTs and paramedics (both current and newly hired personnel) a **comparable wage and benefit programs** to the employees' current programs.
- AMR will provide applicable non-supervisory field EMTs and paramedics (both current and newly hired personnel) the ability to **retain their "seniority status"** earned while working full-time in the Colusa County EMS system for such purposes as ambulance shift bids/assignments.

The only circumstances that potentially will disqualify an employee from being retained include failure of a drug screening, background check, driving requirements or a physical ability test. We also invite S-SV EMS to participate in the hiring process, if desired.

2. Character, Competence & Professionalism of Personnel

3. Internal Health & Safety Programs

4. Evolving OSHA & Other Regulatory Requirements

5. Discrimination Not Allowed

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.D.(2.-5.)
	Proposer takes exception to provisions contained in Section IV.D.(2.-5.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

E. Data Management & Reporting

As confirmed below, AMR understands and agrees to all requirements and commitments listed in RFP Section IV.E. Data Management & Reporting.

1. Data & Reporting Requirements

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.E.1.
	Proposer takes exception to provisions contained in Section IV.E.1. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.

Describe Exceptions Taken (if applicable)
No exceptions

Constant Transparency for S-SV EMS & Colusa County

AMR will provide the S-SV EMS Agency and Colusa County with a variety of monthly reports showing our clinical, operational and financial performance (examples below). Our use of ImageTrend, CODE-STAT and EMS Survey Team patient satisfaction surveys will ensure we constantly provide you with accurate, timely and approved reports.

- Clinical Scorecard
- Continuing education reports
- Summary of clinical inquiries/resolutions
- Summary of unit/deployment changes
- Summary of errors affecting service delivery
- Patient satisfaction benchmarking
- Community education events
- PR activities and government relations reports
- Yearly audited financial reports
- Billing reports
- Customer hotline reports
- Personnel reports
- Other reports as requested by the S-SV EMS Agency



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

F. EMS System & Community

We have read, understand and agree to all requirements and commitments listed in RFP Section IV.F, as shown below.

1. Participation in EMS System Development

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.F.1.
	Proposer takes exception to provisions contained in Section IV.F.1. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

2. Multi-Casualty Incident (MCI)/Disaster Response

3. Mutual Aid & Public Safety Standby Services

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.F.(2.-3.)
	Proposer takes exception to provisions contained in Section IV.F.(2.-3.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

". . . AMR far surpasses expectation and requirements regarding outreach in general community preparedness, as well as comradery and community building."

Kris Mangano, Emergency Services Manager
San Benito County Office of Emergency Services | March 2023

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

4. Permitted Subcontracting

5. Supply Exchange & Restock

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.F.4-5.
	Proposer takes exception to provisions contained in Section IV.F.6. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

6. Service Inquires & Complaints

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.F.6.
	Proposer takes exception to provisions contained in Section IV.F.7. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

G. Administrative Provisions

As confirmed below, AMR understands and agrees to all requirements and commitments listed in RFP Section IV.G. Administrative Provisions.

1. Contractor Payments for Procurement Costs, Compliance Monitoring, Contract Management & Regulatory Activities

2. Contractor Revenue

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.G.(1.-2.)
	Proposer takes exception to provisions contained in Section IV.G.(1.-3.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

3. Federal Healthcare Program Compliance Provisions

4. State & Local Compliance Provisions

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.G.(3-4.)
	Proposer takes exception to provisions contained in Section IV.G.(4.-5.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

5. Billing/Collection Services

6. Market Rights

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G.(5-6.)
	Proposer takes exception to provisions contained in Section IV.G.(6.-7.) as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

7. Audits & Inspections

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

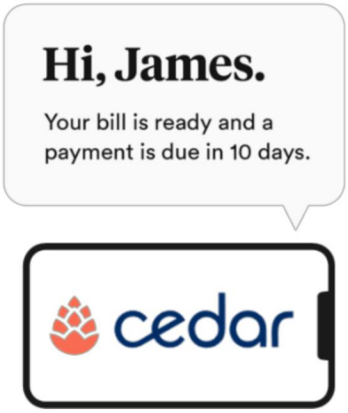
Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, and commitments contained in Section IV.G.7.
	Proposer takes exception to provisions contained in Section IV.G.8. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

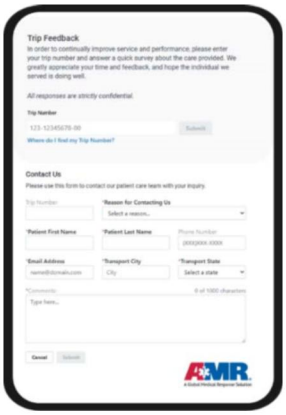
Ensuring an Accurate & User-Friendly Billing Process

To ensure patient care documentation standards are met, our Colusa County operation will have a dedicated staff that performs extensive pre-billing activities prior to delivery of the patient care record to our third-party billing agency.

Patients can also log-in to the Cedar platform to view and pay their bill, ask questions, answer surveys and more. It also includes room for custom patient complaints or the ability to live chat with agents.

In addition, AMR has a team of patient advocates that are solely dedicated to escalated customer concerns and complaints, with the goal of attaining the highest degree of customer satisfaction.





Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

8. Insurance Provisions

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.G.8.
	Proposer takes exception to provisions contained in Section IV.G.9. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification. **Supporting documentation included below.**
Describe Exceptions Taken (if applicable)	
After a thorough review of the insurance requirements in Appendix 9, we have requested amended language for select RFP insurance provisions. Please see below for more information.	

We have reviewed the insurance requirements and meet the coverage and limits requirements. Other technical requirements will need to be discussed between the County insurance team and our insurance team at the time of contract negotiations.

9. Hold Harmless/Defense/Indemnification/Taxes /Contributions

10. Agreement Term

11. Extensions to Agreement

12. Continuous Service Delivery

13. Default & Provisions for Termination of the Agreement

14. Termination

15. Emergency Takeover

16. Transition Planning

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

17. S-SV EMS Remedies

18. Provisions for Curing Material Breach & Emergency Takeover

19. "Lame-Duck" Provisions

20. General Provisions

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section IV.G.9-20.
	Proposer takes exception to provisions contained in Section IV.G.9. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive & result in disqualification.
Describe Exceptions Taken (if applicable)	

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

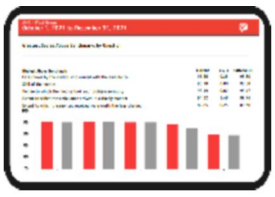


V. COMPETITIVE CRITERIA

For decades, AMR has built a reputation as a locally focused ambulance provider with unique national support. Our proposal to S-SV EMS and Colusa County offers the highest quality Advanced Life Support (ALS) services available today.

Key Takeaways

- **Responsive regional leadership**, including both an Operations and Clinical Management
- **New patient satisfaction surveys** by the EMS Survey Team for feedback and benchmarking
- **Dedicated fleet of Ford Type II ambulances** \
- **Stryker LIFEPAK 15 monitors and CODE-STAT** 12-lead viewing software
- **Video laryngoscopy** on every responding ALS unit
- **Constant clinical quality improvement** with CARES, Mission: Lifeline, Baldwin tracking and more
- **Proprietary OPAP system** for deployment monitoring, system status management and reporting
- **Community education and outreach** with topics targeted to this community









Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

A. Clinical



Colusa County deserves the highest levels of performance and reliability, and we hold clinical excellence in the upmost regard. Our highly trained and experienced staff, collaborative improvement processes and continuing education programs will improve your patient outcomes and deliver the highest performance available today.

1. Competitive Criterion: Quality Management

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.A.1.
	Proposer takes exception to provisions contained in Section V.A.1. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Spearheaded by our Medical Director, Dr. Jack Wood, and supported by our Clinical Education Services (CES) team, the goal of the program will be to constantly raise the level and quality of care provided to the residents and visitors of Colusa County. Our quality programs are built upon rigorous education, innovation, a "just culture" and constant support for our clinicians.

AMR will provide a comprehensive quality improvement program for the EMS system with ongoing education and feedback from stakeholders from across Colusa County. Our approach is to continually monitor and improve the quality of care delivered to our patients while encouraging system feedback and collaboration.



From the new hire selection process and comprehensive orientation training program to our daily monitoring and review of clinical reports, we will ensure our field staff have the training and tools they need to meet the demands of this high-performance EMS service. We also participate in several third-party programs, registries, committees and oversight groups that keep us accountable to our service communities and up to date with the latest clinical research.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Our Quality Program At A Glance

Our overall approach to quality management and improvement in Colusa County includes:

- Active AMR Medical Director participation and physician-approved protocols
- Clinical Education Services (CES) personnel, responsible for developing training methods to implement new procedures, improve performance and address individual training needs
- A team of Field Training Officers (FTO) to help maintain performance standards, conduct training programs, monitor performance in the field and participate in peer review audits
- A stringent screening program for new employees with a physical ability test and background checks
- A comprehensive new employee orientation program that is followed by FTO-facilitated field training, evaluation and continued mentorship
- Our in-house continuing education and training programs for staff and open to first responders
- Use of GMR Connect and Cornerstone LMS to track employee credentials and education
- Use of Ninth Brain quality improvement tracker to monitor and improve performance
- Constant compliance with all relevant state, S-SV EMS and County regulations
- Patient feedback surveys by the EMS Survey Team for third-party benchmarking and reporting

We will work with S-SV EMS, the EMS Medical Director, AMR Medical Director, local first responders and all system agencies to implement and maintain our comprehensive approach to quality improvement.



Continuous Improvement

Our program will continually monitor and improve the quality of care delivered to Colusa County patients while encouraging system feedback and collaboration.

A key part of our quality process is the close monitoring of our staff, their run reports and key clinical benchmarks.

"In terms of clinical performance, response time standards and continued strong working relationships with stakeholders, AMR has met or exceeded our quality expectations. Through extensive IHI informed quality improvement projects, AMR has led the way in terms of meeting and improving clinical quality metrics as well as resource utilization and safety initiatives . . ."

David Ghilarducci MD, EMS Medical Director & Deputy Health Officer
County of Santa Cruz Health Services Agency | March 2023

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Daily Management & Reporting

We use a variety of monitoring tools to evaluate our services and identify performance issues, allowing us to develop the most effective solutions to ensure the best possible patient care. During every patient encounter, we collect and analyze data on hundreds of clinical and operational Key Performance Indicators (KPIs) to create electronic patient records. This combination of data systems provides immediate notification of any event to our leadership and allows us to isolate and analyze select trends for any KPI, for any period.

IMAGETREND PATIENT CARE REPORTS

We propose to use ImageTrend for gathering and sending electronic Patient Care Reports (ePCRs) in the field and will provide the platform for all local first responder agencies as required in the RFP. This NEMSIS-compliant system allows for rapid identification of issues at the individual level as well as overall system performance as it pertains to clinical practice.

ImageTrend can also send messages to supervisors and caregivers letting them know of quality issues. It also links to our CAD and billing programs. For Colusa County, ImageTrend provides full interoperability and chart transfers, systemwide. This system also gives immediate notification of any sentinel event to clinical and operational leadership and can pull needs-based reports. In Colusa County, our EMS crews can send the ePCR securely via wireless connection to the receiving emergency department and provide a heads-up alert en route. In large scale incidents, first responders can use the same system they use daily to record patient tracking and coordinate with destinations for routing.



NINTH BRAIN QUALITY TRACKING TOOL

AMR will also use the **Ninth Brain** software for quality tracking by uploading our health, safety and quality policies, procedures and plans to the platform. Using Ninth Brain's Quality Improvement tool with pre-defined and custom-defined incidents will greatly aid in improving execution of our Colusa County quality plans.

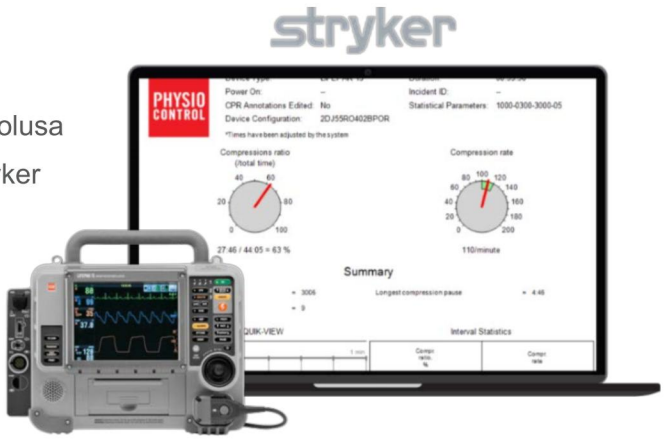
The program includes:

- 19 predefined incident record templates
- Tools to create company-specific incident records with data points
- Ability to create assignment workflow on a "need-to-know" basis
- Notifications for incidents requiring review
- Real-time reports to help analyze key performance indicators

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

- Communication with those involved for loop closure and notification
- QI Dashboard for quick and easy incident management
- Customizable QI Listing Grid to view custom QI incident information

CODE-STAT DATA REVIEW

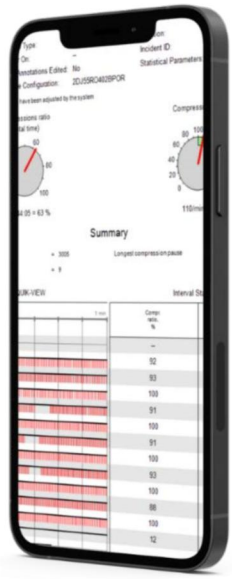


AMR will use LIFEPAK 15 monitor/defibrillators on our Colusa County EMS responses, which are manufactured by Stryker (previously by Physio-Control).

We also propose to deploy **Stryker's CODE-STAT**, a data review software and retrospective analysis tool that provides easy access to resuscitation data and reports for post-event review.

CODE-STAT complements our current LIFEPAK devices, which will allow our crews to use their wireless LIFEPAK connection to transmit the monitor data into CODE-STAT software. The combination of this invaluable equipment will ensure all AMR EMTs and paramedics in Colusa County have the tools they need to deliver the best possible care in cardiac arrest situations. It will also provide additional opportunity for post-event evaluation, reporting, quality improvement and health information exchange.

Performance At A Glance



Using CODE-STAT in Colusa County will let us:

- Review specific post-event metrics of CPR performance to provide feedback and improve performance, thereby closing the gap between perceived and actual quality of performance
- Display CPR metrics visually, according to Colusa County targets, for intuitive insight
- Dive into moment-by-moment details of an entire event on a graphic, continuous time scale
- Review interval statistics for the entire resuscitation, broken down by time interval

The American Heart Association recommends establishing a process to routinely collect and review resuscitation data from defibrillators. CODE-STAT Data Review software achieves this goal by allowing for analysis of the cardiac arrest care provided by our field personnel and for timely feedback on the quality of that care. We propose the use of this technology in Colusa County, which will optimize treatment provided and save lives.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

MISSION: LIFELINE RECOGNITION ACROSS THE COUNTRY

Across California and the country, AMR has earned **Mission: Lifeline EMS recognition** for our work, training and commitment to EMS agencies and first responders. We regularly pursue gold-standard sites for this American Heart Association award, partnering with first responders and local healthcare facility partners to achieve and maintain this recognition. In some our California EMS systems, AMR has received this award every year it's been offered, including the EMS Gold and EMS Gold Plus awards.

Mission: Lifeline recognizes emergency medical services for their efforts in improving systems of care to rapidly identify suspected heart attack patients, promptly notify the medical center and trigger a prompt response from the awaiting hospital personnel. We commit to pursue this award in Colusa County.

MORE CAAS ACCREDITATED OPERATIONS THAN ANY PROVIDER

AMR is also recognized by the Commission on Accreditation of Ambulance Services (CAAS) across California and the United States. Nationwide, AMR companies have 32 CAAS accredited operations, representing more than 15% of the total CAAS accredited centers nationally.



More than 30 AMR operations are accredited by CAAS – the EMS industry's gold standard

CAAS was started to promote a higher quality of patient care in medical transportation systems throughout the United States. An independent commission, CAAS established a comprehensive series of standards for the ambulance service industry that, today, serve as a premier benchmark for the industry. The accreditation signifies that an ambulance service has met the stringent standards determined by the ambulance industry to be essential in a modern EMS provider.

These standards often exceed those established by state or local regulation and are meant to increase operational efficiency and clinical quality while decreasing risk and liability to the system. The accreditation process consists of a wide-ranging self-assessment and an independent external review of the applicant organization. In short, CAAS is a good way to confirm an ambulance provider is in the highest tier of quality and capability and our extensive history with the program offers Colusa County a unique level of stability and peace of mind.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

2. Competitive Criterion: Clinical Oversight Personnel

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.A.2.
	Proposer takes exception to provisions contained in Section V.A.2. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

AMR will provide Colusa County with around-the-clock clinical oversight and leadership. This includes our regional Clinical Manager, Arlen Soghomonians, plus a Clinical Education Specialist. Together, they will work with our medical director, S-SV EMS and all system partners to provide the highest quality care available in EMS today.

Our clinical teams operate as a resource for field staff and our ongoing innovation throughout California. They provide clinical coaching and mentoring for field crews, assist with education and training programs, implement new EMS system protocols and procedures and participate in EMS clinical research and improvement projects. Our proposed clinical oversight team for S-SV EMS and Colusa County is shown below.

Regional and National Support

- **Brian Henricksen, Senior Regional Director**
- **Gabriel Cruz, Director of Operations.** 20 years in EMS.
- **Operations Manager.** Provides direct oversight of ground ambulance services.
- **Field Training Officers (FTO).** For orientation, field training, caregiver mentorship.
- **Field Supervisors.** Paramedic certified team to provide the direct supervision of field personnel.
- **Arlen Soghomonians, PhD, Clinical Education Manager.** 25 years in prehospital care.
- **Dr. John Wood, DO, FACEP, Medical Director.** 50+ years' experience in EMS.
- **Dr. Atilla Uner, MD, Regional Medical Director, California.** 24 years' experience in EMS.
- **Keelee Bennett, CCRN, RT, National Clinical Director.** 20+ years in emergency medicine.
- **Dr. Edward Racht, MD, Chief Medical Officer, GMR.** 30+ years' experience in EMS.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

3. Competitive Criterion: Medical Direction

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.A.3.
	Proposer takes exception to provisions contained in Section V.A.3. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Our local Medical Director, Dr. John "Jack" Wood offers Colusa County a level of expertise rarely matched in the EMS industry. He will be supported by our regional and national medical directors. The involvement, commitment and expertise provided by this elite team of physicians will continuously enhance to clinical service levels and quality of care in Colusa County.



Dr. John "Jack" Wood, Local Medical Director

AMR's proposed Medical Director for Colusa County is Dr. John "Jack" Wood, DO, FACEP, an established local clinician with 50 years of experience in the medical field. Dr. Wood is locally available to support our clinical activities oversight of patient care, customized training and quality support.

Since 1988, Dr. Wood has served as the medical director for AMR in the greater Sacramento area. He is also the Executive Medical Director for our National College of Technical Instruction (NCTI), the nation's largest private college of emergency medical services and EMS training. He received the outstanding EMS Resident Award upon graduation from LA County+USC Emergency Medicine Residency and has been continuously Board Certified since 1983. Dr. Wood also served as a Senior Oral Board Examiner for the American Board of Emergency Medicine for 25 years. In addition to his role as our local Medical Director, Dr. Wood currently maintains a variety of EMS-related positions, earning him the designation as one of the most experienced EMS physicians in the state. He is also the Medical Director for our SACCOM dispatch center.

As AMR Medical Director for Colusa County, Dr. Wood will actively work alongside our local staff, collaborating with our CES team to provide the highest-quality and most up-to-date training, research and field observations. As part of his role, Dr. Wood also will also provide this same level of commitment to the S-SV EMS Medical Director, collaborating to ensure the overall dedication to the health of Colusa County citizens remains unwavering. The medical direction provided by Dr. Wood does not rest merely with our EMS staff. Throughout his tenure in the Sacramento area, Dr. Wood has worked holistically with local hospitals, physicians, first responder and EMS agencies and other key members of the medical community to support

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

each system's standard of care. Working together with AMR and Dr. Wood, Colusa County gains a powerful partner in the mission to identify and resolve any medical issues that may arise here.

One of our unique strengths is the ability to bring together clinical and operational expertise from throughout the country to support local practices. Our partnership philosophy allows us to identify best practices from our extensive network of operations and share them throughout the organization. Throughout the new contract, Dr. Wood will have the full support of Dr. Atilla Uner.



Dr. Atilla Uner, Medical Director, GMR California Operations

Dr. Atilla Uner has been GMR's statewide Medical Director in California since 2020. He is a respected emergency medicine physician and is affiliated with multiple hospitals in Southern California, including UCLA Medical Center. He received his medical degree from Freie University Berlin Faculty of Medicine and has been in practice for more than 20 years. Working closely with our clinical teams at GMR Medicine, Dr. Uner provides constant clinical oversight and support to Dr. Wood and our 12 other medical directors throughout the state.

One of our common clinical goals across state and national EMS systems is to align protocols where appropriate. Dr. Uner oversees this effort to streamline and align protocols and joint training across ALS, BLS and CCT services in California. To promote this in Colusa County, we propose a **Joint EMS Training Consortium** to provide and standardize training with all local first responders.

Unique Clinical Integration

Our partnership with GMR provides advanced medical direction but also includes unique air-ground integration.

In addition to aligned protocols, AMR will provide an air ambulance training program and best practices from our sister companies like REACH and CALSTAR. We also have ongoing employee mentorship programs to encourage growth and longevity, where we transition EMTs to medics and then eventually into a flight paramedic or similar path.



Dr. Edward Racht, GMR Chief Medical Officer

Dr. Edward Racht is the Chief Medical Officer for Global Medical Response (GMR). He has more than 34 years in the EMS industry and has served as our Chief Medical Officer for more than a decade. He received his undergraduate and medical degrees from Emory University in Atlanta and completed his residency at the Medical College of Virginia. Dr. Racht is known for his expertise in "operationalizing" medicine and will support our operations for Colusa County in the years ahead.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

4. Competitive Criterion: Focus on Patients & Other Customers

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.A.4.
	Proposer takes exception to provisions contained in Section V.A.4. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

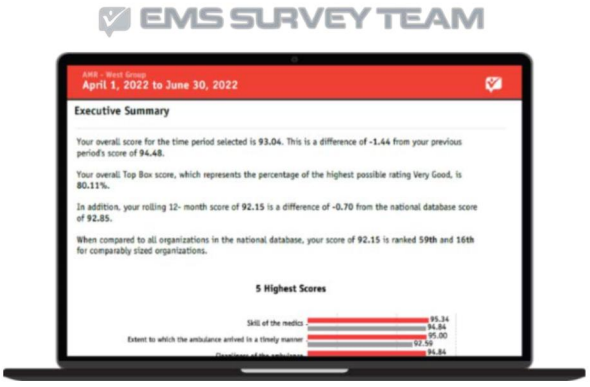
We will address all customer service inquiries through our formal resolution process, on which all employees receive training. These and other customer service practices are described below. Our newly proposed EMS survey tool will enable us to rapidly respond to customer inquiries and benchmark our satisfaction results against other similar operations.

As described in the following pages, AMR will work hard to solicit feedback from the patients, agencies, individuals and organizations we interact with as part of the system each day.

EMS Survey Team Tool

Knowing the impression we make on patients is extremely valuable. It lets us improve our service, update our training and continue to build and identify best practices. For years, the EMS industry has faced challenges in measuring patient satisfaction in standardized, repeatable and confidential way.

Many providers use self-mailed “reply cards” for patient satisfaction, but these rely on internal collection and reporting, with no way to benchmark results against other agencies. Because of this, AMR has invested in new ways to bridge this gap and provide a better method for survey distribution, follow-up, benchmarking and analysis. In January 2020, our organization partnered with the **EMS Survey Team (EMSST)** to provide a comprehensive solution for surveying all aspects of our patient experience – a program we are excited to propose for use in Colusa County.



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

CONSISTENT THIRD-PARTY SAMPLING

In Colusa County, AMR will upload our patient encounter data to EMSST, which conducts mail or telephone surveys for a randomized sample. This happens within days of the patient transport. The EMSST uses a consistent set of questions to assess patient experience for more than 100 EMS agencies – and more than 350,000 patient experiences – across the United States. Using this tool in Colusa County, AMR will distribute enough surveys to attain a statistical 95% confidence level.



The survey's questions and methodology were developed collaboratively with the Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS), which developed and conducts patient satisfaction surveys for many hospitals. The five composites measured in surveys include:

- Dispatch
- The ambulance
- The medics and field crews
- The billing / office staff
- Overall assessment of services provided

EMS SURVEY TEAM

Survey Collection

Data Analysis

Satisfaction Reporting

National Benchmarking

HIPAA Compliant Security

NATIONAL BENCHMARKING

After submitting our information, AMR will receive reports from these Colusa County patient surveys that include a comparison with other agencies in the database (spanning 30 states). These comparative groups include similar-sized organizations, fire-based EMS departments, other EMS agencies in California, CAAS accredited agencies and comparisons between other AMR and GMR operations. Benchmarking our results to this national database gives additional value to our quantified results and lets us see where we can improve. Any type of negative feedback received in the process will be sent to AMR within 24 hours of receipt. In addition, a customized master data file is updated monthly, allowing us to "data mine" all the responses that have been received for our local operation.

SECURITY OF PATIENT INFORMATION

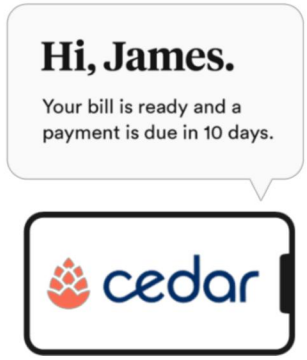
When surveys are conducted, no patient medical information is included – only a unique identifier key connects the patient back to the specific experience. The tool collects and randomizes the data we provide, separating all personal and medical information and uploading the surveys via a 128bit encrypted SSL to the cloud. The storage platform and onsite data analysis center both comply with HIPAA data security standards.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Complaint Management

In addition to our EMS Survey Team survey tool, AMR will provide a local hotline that can be used by patients, public and system participants to report compliments or complaints. This will be answered by a manager or supervisor or will provide the opportunity for the caller to leave a voicemail message.

We will also provide an online complaint process. Patients can go to https://pay.amr.net/ to make an online payment, which includes a portal to discuss any billing issues. These methods are all listed on the www.amr.net website for easy access. Our local business office address will also be listed here.



For billing issues, patients can log-in to the **Cedar** platform to view and pay their bill, ask questions, answer surveys and more. In addition, AMR has a team of patient advocates that are solely dedicated to escalated customer concerns and complaints, with the goal of attaining the highest degree of customer satisfaction.

Members of our Colusa County leadership team will be automatically notified of any incoming complaint calls. Whenever possible, we aim to resolve all patient concerns at once. We launch a formal inquiry that involves interviewing all parties involved, including, when necessary, firefighters who were on the scene. Should our investigation find a shortcoming, we provide the necessary remediation and mentoring. We track complaint trends in every area of our operation and work as a team to tackle the issue and avoid recurring problems.

“There were no deficiencies cited in your on-site report by the review team . . . Our most sincere congratulations on your accreditation. The Panel members asked that you receive their special commendation for an outstanding achievement.”

Sarah L. McEntee, Executive Director
Commission on Accreditation of Ambulance Services (CAAS) | July 2022

REPORTING CLINICAL COMPLAINTS

AMR will forward complaints or issues of a clinical nature immediately and confidentially to the S-SV EMS Agency. We will work collaboratively with system partners to investigate and resolve these issues with a focus on correction through education. We are committed to working together to investigate all issues or concerns involving AMR and the Colusa County EMS system.

In addition, each patient experience survey from the EMS Survey Team includes 26 data points across five areas of the patient engagement with AMR. Standardized reports built from this comprehensive data provide actionable insights by segment of the patient experience. Customized reports are also available from the survey, if desired.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

PATIENT SAFETY METRICS & REPORTING WITH BALDWIN

We use the **Baldwin System** for the internal reporting of patient safety concerns. Designed to monitor safety in aviation, Baldwin gathers the information in a standardized form that allows us to report to our national director of clinical safety and regional safety officers and pull the data for review. These results can be tracked and trended to allow us to identify systems issues as well as equipment and education needs.

All patient care safety reports go into Baldwin and can be tracked and analyzed, letting us identify trends before they become problems. Using the data pulled from Baldwin, we can see equipment problems, areas with medication errors, supply shortages and more.

Using Customer Feedback

An important part of evaluating our collective performance is soliciting feedback from those individuals and organizations we interact with as part of the system. We use a variety of tools to evaluate patient care, including an extensive patient survey, and use the results to improve our operations.

PDSA CYCLE

All sources of customer communication – whether complaints, positive feedback, questions, or concerns – are captured, recorded and trended. AMR uses this feedback to continuously find opportunities to improve our customer experience. It is then put through the IHI Plan-Do-Study-Act cycle, as described below:

- The **Plan** step involves identifying the goal for improvement based on the customer feedback.
- The **Do** step tests the intervention proposed and measures the results.
- The **Study** step compares the actual results of the intervention with those that were expected.
- Finally, the **Act** step responds after study to enact the updated best practices.



If the intervention had the desired effect, the appropriate action is to adopt the intervention as the new standard process. If the intervention did not meet expectations, it is appropriate to adapt or simply change the intervention, return to the planning step and repeat the cycle.

TREND IDENTIFICATION

Customer feedback is also incorporated through our comprehensive data review and assessment processes. Each month, AMR will receive customer communication and categorize it into its proper department. We use this information to watch trends and compare our complaints across different operations. When we receive recurring customer information that finds a trending issue, we start our PDSA and other quality processes to ensure the issue is resolved systemwide and a standardized solution is put in place and easily understood.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

B. Operations



Colusa County and the S-SV EMS Agency will receive the latest ambulances and medical equipment, innovative system status management planning tools and unique access to purchasing power by partnering with AMR. Our national support keeps us stocked and prepared and will ensure your system receives seamless and uninterrupted operations.

1. Competitive Criterion: Vehicles

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.B.1.
	Proposer takes exception to provisions contained in Section V.B.1. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

We propose to provide two Ford Type II ambulances. Our fleet includes the latest equipment, including regional bariatric support for large patients up to 1,200 pounds. Our vehicles will have standardized branding and configuration and will be removed from service when they reach their mileage limits.

Ford Type II Ambulances

We propose the use of two Ford Type II Transit ambulances in Colusa County. Each will be stocked and equipped at the ALS level, including items like Stryker Power-PRO stretchers, Power-LOAD automatic gurney loaders, LIFEPAK 15 monitors/defibrillators and other innovative equipment.

Our ambulance units are manufactured and customized specifically for AMR, boasting the latest in safety design and construction. Each is certified by the manufacturer to meet the specifications in effect at the time of their manufacture. All ambulances provided for service in Colusa County will meet state and federal standards and will be supplied and equipped according to S-SV EMS standards.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

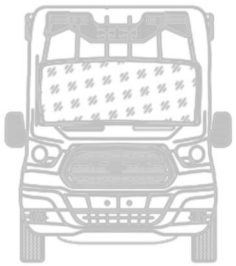
AMBULANCE FEATURES

Our proposed Ford Type II Transit ambulances will come equipped with the following enhanced designs, making them the most innovative ambulances available:

- Pre-collision assist with Automatic Emergency Braking
- Attendant seat provided with three-point seat belt
- Forward collision warning system
- Lane-keeping system
- Auto high beam headlamps

Type II Ford Transits

We propose the use of 2 Type II "transit" ambulances, equipped at the ALS level to provide 24/7 coverage.



MARKINGS & BRANDING

Each ambulance will have similar markings, decals and color schemes and be dedicated to the 911 system. Each will display the "911" emergency telephone number and its level of service. If desired, AMR will also work with S-SV EMS to create temporary public service announcement branding, if desired (promoting things like seatbelt use, texting, child seat safety and more).

BARIATRIC PATIENT SUPPORT

One of our regional ambulances will be specially equipped and outfitted to accommodate patients weighing up to 1,200 pounds. This Type ambulance is larger and includes a bariatric stretcher able to load larger patients. In addition, our standard stretchers used on every Colusa County ambulance will be equipped with expandable siderail additions to help transport larger patients that may not need the full bariatric ambulance.

Replacement Schedule

Our organization is the largest purchaser of ambulances in the nation, acquiring more than 600 vehicles each year. This makes us a preferred customer and heightens our local resource availability.

The bulk of our ambulance fleet is purchased from several ambulance manufacturers under the REV Group, a specialty manufacturer of ambulance units using the country's most trusted brands and vendors (including Leader, American Emergency Vehicles, Horton and many others). Our relationship with the REV Group allows us the flexibility and timing for providing emergency vehicles, built to specific specifications required by our customers in their respective areas of operation. We're able to place orders in anticipation of need and some units are ordered without a destination and can be allocated to operations in need.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

2. Competitive Criterion: Equipment & Supplies

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.B.2.
	Proposer takes exception to provisions contained in Section V.B.2. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

We will provide all supplies necessary for our caregivers to perform basic and advanced life support services in Colusa County. Our proposal provides a variety of equipment and technology enhancements, such as Stryker Power-LOAD automatic gurney loading systems, and video laryngoscopes. Details on our major equipment and supply practices are provided here.

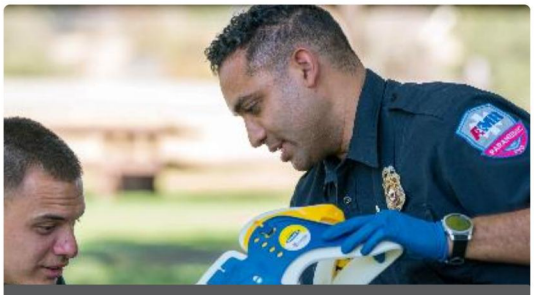
All equipment/supplies will meet or exceed the minimum requirements contained in applicable S-SV EMS Provider Agency Inventory Requirements policies and will remain up to date with industry trends and applicable EMS statutes/regulations and S-SV EMS policies/protocols.

Major Vendor Relationships

AMR's massive volume purchases have paved the way for long term established vendor contracts that allow for significant discounting and purchase abilities. We have a national relationship with McKesson Corporation, one of the largest distributers of medical supplies in the country.

This strategic relationship makes us a "priority entity" in their system, giving AMR and our first responder partners access to supplies or medication that may be in short supply. McKesson's tremendous sourcing ability, fulfillment teams and innovative technology have supported our growth, our sustained and successful response to daily business and enhanced our ability to respond to major disasters (from the Camp Fire to COVID-19).

As an organization, we stay actively involved in new research and industry trends and will collaborate with S-SV EMS to help your system stay at the forefront of EMS and clinical care.



Our supply chain management practices have ensured we remain stocked and prepared in times of need

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

On-Board Equipment Summary

Please see below and the following pages for descriptions of our major on-board equipment proposed for the new contract. For decades, we have established healthy relationships with Ford Motor Company, Stryker Corporation and others. This allows us to provide Colusa County residents with the latest in equipment and supplies that optimize our care.

Equipment / Device	Benefits	On each ALS ambulance?
LIFEPAK 15 monitors / defibrillators	12-lead cardiac data & auto STEMI transmission, WiFi, cellular, CPR assistance & more	✔
Stryker Power-PRO XT battery gurneys	Hydraulic lift for caregiver safety & patient comfort	✔
Stryker Power-LOAD devices	Automatic stretcher loading with no heavy lifting for better safety	✔
Stryker Stair-PRO stair chairs	Tread system to transport a patient downstairs without lifting	✔
Stryker XPS siderails	Expandable patient surfaces to accommodate larger patients	✔
ALS airway bag	Includes bag valve masks, CPAP equipment, ETCO monitoring supplies & more	✔
Video laryngoscopes	Supports first attempt success of airway intubation	✔
ALS drug box	Similarly configured with all medications, IV supplies, needles, sharps container, etc.	✔
Multi casualty incident bag	Full MCI bags with vests and triage equipment, including tourniquets & combat gauze	✔

Defibrillators/Monitors for Integrated Patient Care

AMR will use Stryker **LIFEPAK 15** monitor/defibrillators on our front-line vehicles in Colusa County. This combination 12-lead heart monitor and defibrillator is a state-of-the-art, comprehensive patient monitoring system incorporating multiple new algorithms to support decision-making in the field or in consultation with the

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

hospitals. It is capable of invasive monitoring (up to two arterial lines), capnography and end tidal wave forms, non-invasive monitoring, pulse oximetry and wireless transmission of 12-leads and pediatric vital signs.

These integrated patient monitoring devices include:



- CPR assistance, increasing the odds of cardiac arrest survival
- Open 12-lead capabilities, reducing time-to-balloon by interfacing with all ECG/STEMI management systems
- Innovative open communication, including integrated WiFi, simplifying transmission and charting

CODE-STAT REVIEW



In addition to these innovative monitor/defibrillators, we propose to use their associated **CODE-STAT** program (version 11.1), a data review software tool that provides easy access to resuscitation data and reports, in Colusa County. This will provide our local team with a variety of feedback for post-event review and ongoing improvement.

CODE-STAT provides additional opportunities for post-event evaluation, reporting, quality improvement and health information exchange. Post-event review of specific CPR performance metrics can be used to provide feedback and improve performance in our system, thereby closing the gap between perceived and actual quality of performance.

ImageTrend ePCR



Our field crews will also record and transmit patient information using Panasonic CF-20 Toughbooks outfitted with our the **ImageTrend Elite electronic Patient Care Report (ePCR) software**. This NEMSIS-compliant system allows for rapid data entry and transmission of patient data in the field. It provides real-time and retrospective identification of issues related to our clinical practice and sends. Our employees can also send the ePCR securely via wireless connection to the hospital's receiving emergency department and provide alerts when en route. AMR will also provide the ImageTrend ePCR platform for Colusa County first responders, as required in the RFP.

AMR will also provide the ImageTrend ePCR platform for Colusa County first responders

Power-PRO Battery-Powered Stretchers



We first implemented battery-powered hydraulic gurneys in 2012 to reduce provider injury when raising and lowering patients. Use of the **Stryker Power-**

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

PRO XT is proven to reduce work related injuries, lost or modified workdays and workers' compensation costs. These gurneys include a battery powered hydraulic system that raises and lowers the cot electronically using an easy-to-reach button.

- Ergonomically designed with a textured, nonslip surface on grips
- The lift/lower controls are duplicated on upper and lower lift bars
- A pneumatically assisted backrest significantly reduces crew effort and increases patient comfort



Power-LOAD Devices for Auto Loading

As a significant investment and enhancement, we propose to equip each Colusa County ambulance with **Stryker Power-LOAD** devices. These are ergonomically designed to help reduce caregiver injuries and reduce the risk of patient drops.

Expandable Stretcher Siderails

Each stretcher will be equipped with the **Stryker XPS siderail** additions with upgraded bolster mattresses, increasing the patient surface area while remaining integrated in the cot. The XPS stretcher addition allows any of our units to transport much wider patients that are well within the manufacturer's recommended weight limits but don't need a full bariatric response. Certain patients won't have to wait for bariatric transport vehicles, thereby providing services more quickly, safely and efficiently.



Stair Chairs for Unique Patient Movements

We also use the **Stryker Stair-PRO 6252** with stair tracks on all Colusa County EMS ambulances. These "stair chairs" use a tread system that lets our caregivers transport patients downstairs without lifting. They include adjustable handles, track angle and built-in descent control – further enhancing patient and crew safety. Like our power-assist stretchers, stair chairs have been shown to help reduce the risk for operator injury and increase the efficiency of our response.



Advanced Airway Support

AMR will also provide the latest technology in airway management – video laryngo Colusa County. This device is used to insert a breathing tube in critical patients, a



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

perform this complex procedure with greater ease by using a camera mounted on the end of a laryngoscope. AMR uses video laryngoscopy in several advanced EMS systems in California and will ensure all our Colusa County ALS ambulances and supervisor vehicles have video laryngoscopy capabilities.

Beyond video laryngoscopy, we are committed to investing in the most realistic and life like airway management training manikins to support training and clinical feedback.

3. Competitive Criterion: Vehicle & Equipment Maintenance

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.B.3.
	Proposer takes exception to provisions contained in Section V.B.3. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Colusa County will receive consistently reliable ambulances and medical equipment using an in-house maintenance shop and experienced mechanics. We nurture a proactive, aggressive and preventative fleet service program to ensure safety, quality, efficiency and compliance. As a result, our equipment and unit reliability and longevity in California are second to none.

Ambulance Maintenance

A strong preventive maintenance program enhances vehicle dependability and ensures vehicles are safe for our employees and patients. We follow a rigorous preventive maintenance schedule for all vehicles, with screenings and repairs conducted by highly trained staff at regular intervals.

Every 5,000 miles, our fleet maintenance personnel perform a systematic bumper-to-bumper inspection of our vehicles examining more than 190 parts, using a preventive maintenance inspection form. Following this comprehensive inspection, mechanics perform service maintenance that averages up to 2.5 hours per vehicle. We also conduct more extensive inspections, dependent on the oedometer.



Our Colusa County maintenance staff will service ambulances every 5,000 miles, documenting the maintenance history of each vehicle

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Any vehicle or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, will immediately be removed from service. This includes significant visible cosmetic damage, which will be removed from service for repair without undue delay.

Consistent Maintenance Every 5,000 Miles



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

ELECTRONIC MAINTENANCE TRACKING

We use the Ron Turley Associates (RTA) software program to track maintenance and evaluate our performance, both in California and across the country. Designed for large fleets requiring high reliability, RTA documents service and repairs, tracks mileage and generates a full range of reports, including vehicle service schedules.

As the preventive maintenance and repair work is performed and the data is posted, the system updates the vehicle maintenance history, documents equipment failures, deducts the parts used from inventory and tracks maintenance costs. Our mechanics and fleet personnel document every action they take on a maintenance inspection form. They also use standard work orders to record all labor, repair parts, fluids and supplies used during repairs. They enter this data into the RTA database, which tracks component performance and gives up-to-date maintenance and inspection schedules. Any vehicle failure is tracked, immediately reported and thoroughly investigated.



RTA encompasses all data related to the specific pieces of equipment, offering a variety of record-keeping strategies for parts and inventory tracking, work orders, fuel and tire management, warranty tracking, purchase orders and more.

As a result, our staff will have the entire maintenance history of each local ambulance on hand, letting them be thorough and precise. Using these data, our technicians can also predict part failures or end of useful life and provide the appropriate maintenance specific to each ambulance.

QUALITY PARTS REPLACEMENT

We inspect all major components in detail at every service internal and replace or service them as needed. Our companywide fleet policy mandates the use of original equipment manufacturer (OEM) replacement parts when maintaining and repairing vehicles. The use of high-quality OEM replacement parts guarantees proper fit with their original specifications, helping us get ambulances back on the road as quickly as possible.

This policy includes the Ford Motorcraft lubrication program, using synthetic blended oils. We also monitor and search our national database based on mileage and history and proactively replace certain components prior to their industry standard interval. For example, we replace tires when their tread depth reaches 5/32” (the Department of Transportation standard is 2/32”).

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Equipment Maintenance



AMR will provide an in-house program for equipment maintenance, installation and updates in Colusa County. Our close relationships with our vendors and manufacturers will ensure we always remain stocked and prepared to serve you.

DAILY MONITORING

Each day, our staff perform checkout procedures to identify equipment and supplies that need repair or replacement to ensure we operate at the highest level of readiness. Our heart monitor/defibrillator vendor performs annual preventative maintenance and timely repair as needed. Our powered gurneys and stair chairs are assigned to a specific ambulance and inspected when the vehicle undergoes regular preventative maintenance by our trained fleet service technicians.

If an issue is identified, the equipment is taken out of service and a factory authorized gurney vendor performs the repair. Additionally, the vendor performs annual maintenance on all gurneys and stair chairs. Batteries for powered gurneys, portable radios and heart monitor/defibrillators are dated when placed in service and monitored for replacement when showing signs of no longer holding a full charge.

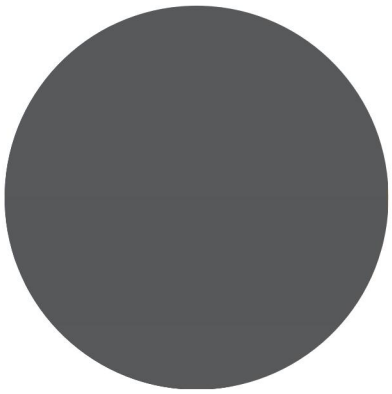
CLOSE MANUFACTURER RELATIONSHIPS

AMR maintains equipment with all manufacturer requirements and industry standards. Any equipment with deficiencies that compromise or may reasonably compromise its function is immediately removed from service. We strictly follow our manufacturers' suggested maintenance schedules. We also use certified manufacturer service technicians for durable critical patient care equipment. For example, service technicians from Stryker conduct scheduled inspections of equipment each year. Their technicians make necessary repairs and upgrades and provide scheduled preventive maintenance for all Stryker equipment, including our monitor/defibrillators, battery-powered stretchers, stair chairs and more.

Upon award, we will provide an ample amount of spare equipment in Colusa County to ensure our ambulances run continuously. Should a cardiac monitor, stretcher or other piece of critical equipment be removed from service, we will immediately assign a spare device. Out of service equipment is labeled "OOS" and kept separate from other equipment until it can be repaired and returned. Service technicians will be contacted to schedule a service appointment as soon as possible, or an arrangement is made to send the equipment for diagnosis and repair. Upon return to service, all equipment is tested before being issued back into the service rotation. Non-durable equipment found to be defective will be immediately removed from service and replaced. Our team of logistic professionals investigates the failures and works closely with manufacturers and vendors to determine the root cause. This information gathered is used to help identify problems before they become widespread.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

C. Personnel



Our EMS team members are our greatest strength. The ability to provide superior patient care and great customer service while keeping this safe depends on the continued professionalism and expertise of our world-class workforce. AMR will closely support our Colusa County team members and ensure these caregivers have what they need to thrive.

1. Competitive Criterion: Work Schedules

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.C.1.
	Proposer takes exception to provisions contained in Section V.C.2. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Our schedules are designed to ensure the optimal performance of the Colusa County 911 system while ensuring that the EMTs and paramedics who respond to emergencies are not unduly burdened. We consistently re-evaluate or schedules to ensure the appropriate staffing models are in place to support or community and workforce.

Shifts & Scheduling

We propose to use 24-hour shifts and adhere to maximum working hour limits to ensure crews are well-rested. We collaborate with our employees to schedule around their life events, such as education and childcare scheduling, and create a flexible and accommodating work environment.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

SAMPLE SCHEDULE

Please see below for a sample schedule proposed for Colusa County, modeled using our Operations Planning and Analytics Platform (OPAP). **We anticipate the need for 12 full-time employees (6 paramedics and 6 EMTs) to provide this level of ALS coverage**.

Start	End	Hours	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Shift Type	Core
07:00:00	07:00:00	24.00	FT	FT	FT	FT	FT	FT	FT	2456	☑
08:00:00	08:00:00	24.00	FT	FT	FT	FT	FT	FT	FT	2456	☑

- (2) units 24/7/365
- Shift Type of 24/56
- 0700/0800 Crew change

Mitigating Fatigue & Impairment

Depending on local labor agreements, AMR crew members working on ambulances in the Colusa County system will not be scheduled to work shifts longer than 24 consecutive hours. The only exception will be a declared disaster. Rest periods of at least twelve consecutive hours between shifts is required. Crew members can also request down time if they become fatigued and need a break.

To assure these requirements are adhered to, we measure workload by first monitoring daily local unit hour utilization and looking for trends. Although fatigue is subjective in nature, AMR has developed policies and practices that help us determine the correct workload balance that moves this system toward safety. This includes unit hour utilization (UHU) monitoring – consisting of both transport UHU and workload UHU – mandatory rest periods and more.



UNIQUE MONITORING TECHNOLOGY

Using the **OPAP** demand charting and analysis, we can identify if crew workloads are too high and make appropriate adjustments, such as a revised posting plan, schedule adjustments to improve coverage and increased ambulance unit hours. These actions result in a decrease in crew workload and a better distribution of the workload throughout the day.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

AMR also uses **TeleStaff**, a comprehensive online scheduling system that acts as a tool to reduce excess overtime for our employees. We have seen repeated success in reducing employee fatigue using this system, which prevents employees from scheduling shifts that would place them at risk of fatigue and outside of policy for maximum consecutive shifts.

The programs' logic rules halt for review any employee who is requesting a shift or being assigned a shift over the maximum consecutive shift limit.

We will continue to use these audit criteria, policies and practices to provide reasonable work schedules, working conditions, sufficient rest periods and workload protections for our EMS crews.



2. Competitive Criterion: Risk Management & Loss Control

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.C.2.
	Proposer takes exception to provisions contained in Section V.C.3. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

At the end of the day, the goal of every EMS provider is to return to their loved ones safely. Our health, safety and loss mitigation programs show our commitment to the safety of not only our employees, but to the patients and communities we serve.

Fully embedded in our quality management process, the program includes a variety of strategies for achieving safety, detailed in the following pages.

Screening & Background Checks

Each candidate for employment, after completing an online application, follows a standardized multi-step process that includes the following:

- **Oral interview:** This assesses customer service skills, stress response, critical thinking and more.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

- **Records and reference checks:** We conduct a seven-year criminal and DMV record check using SuperVision continuous license monitoring
- **Criminal record / sexual abuse / child abuse background checks:** All candidates undergo a background check performed by a bonded agency
- **Debarment records checks:** Upon hire and each month, AMR monitors all employees for debarment exclusions, suspensions, or ineligibility
- **Physical ability examination:** Employees also complete a custom Physical Ability Test
- **Drug screening:** A post-offer / pre-placement drug test under the direction of a physician
- **Certifications:** Employees must maintain their certifications as a condition of employment; we closely track certification, re-certification and training using proven programs and software
- **New Hire Orientation / Probationary Period:** Also serves as an aptitude screening process for field attitudes, etc.

Comprehensive Safety Training

All caregivers are required to complete comprehensive safety training during new employee orientation as well as annual refresher training, which includes a comprehensive workplace violence course focused on de-escalation and prevention of violent or potentially hostile conflicts. This course extends beyond simply prevent and de-escalation to techniques for physically re-directing a potential threat and defending oneself from violence.

Below is a list of safety courses that every AMR caregiver is required to complete, in addition to the training they receive while working with their Field Training Officers (FTOs). A full copy of our Health and Safety Manual is available for review, if desired.

- Just Culture: How the World Works/System Reliability/Human Reliability
- Airborne Pathogens: Epidemiology/Routes of Entry/Control & Protection
- Bloodborne Pathogens
- Infection Control
- Hazard Reduction
- Cleaning and Disinfection
- Hand Washing
- Fire Extinguisher & Emergency Action Plan
- Safe Lifting in EMS
- Workplace Violence
- Hazard Communication & GHS Training
- Hazardous Materials Response Awareness
- Workplace Violence: Prevention, Recognition, Response
- Escape and Evasion Training
- Heat Illness Prevention
- Includes practical hands-on training for safe stretcher and Stair Chair operations
- Emergency Vehicle Operator Course: Classroom & Track Course
- Low Friction Transfer Sheet Training

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

In response to specific threats in the field, AMR works closely with local law enforcement to determine the best ways to respond to specific threats and take appropriate action.

We place top emphasis on the personal safety of our team members, especially at work.

Safety & Risk Mitigation & Planning

Using a proven approach and unique software, AMR will gather and analyze data on all incidents that occur within our workforce to find causative factors and determine preventive measures. We create custom policies based on identified behaviors, following the Just Culture™ model, and implement training and corrective action on safety related incidents. Our safety and risk teams work with our clinical leaders to monitor the results of the safety plan and refine our policies, equipment and training as new information is available.

SAFETY MANAGEMENT SYSTEM APPROACH

Our parent company, GMR, was formed by combining the industry leaders in ground and air ambulance companies. AMR is the ground ambulance solution of GMR, integrating us with several large rotor- and fixed-wing air ambulance providers, including REACH and CALSTAR.

The integration of our companies into one GMR organization began in 2018 and has been a valuable process for AMR. We have been able to examine and share new technologies, policies, clinical and operational practices and employee support programs with our air ambulance companies and find solutions that benefit our ground EMS operations.



We share policies & best practices with air ambulance sister companies like REACH, including a strong approach to safety

One of these is the adoption of a **Safety Management System (SMS)** approach.

A long-time system used in the air industry – where the impacts of unsafe behavior and equipment have immediate and tremendous consequences – an SMS goes beyond standard preventive approaches and includes the elements of a Just Culture™, informs a national risk profile, facilitates a predictive posture towards risk and feeds our safety culture.

At its core, our SMS offers a systemic approach to managing organizational safety in ground EMS, including the necessary organizational structures, accountabilities, policies and procedures. It is a businesslike approach to safety and teaches many of the principles found in a quality management system, relying on data over emotion to guide strategy.

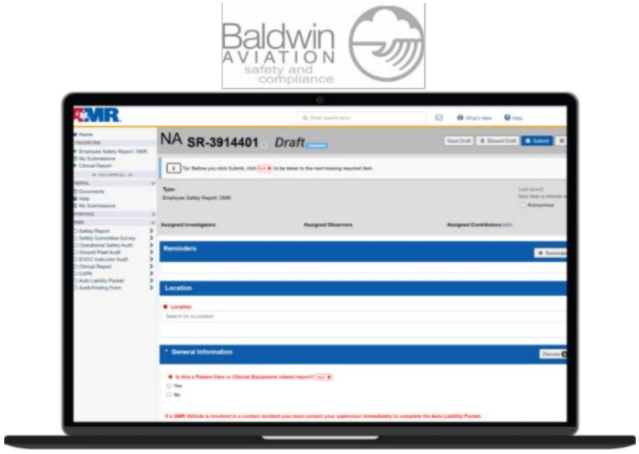
To be the safest provider, we invest heavily in our personnel, our training and our EMS technology. We hire highly experienced field personnel and mechanics, provide them with robust initial and annual recurrent

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

training and add additional training cycles to keep their skills sharp. Our ambulances are equipped with state-of-the-art navigation and operational equipment, maintained at levels far above those required by the manufacturer. We firmly believe our culture, our people, our training and our equipment all contribute to outstanding safety and our demonstrated record attests to our effectiveness.

BALDWIN SAFETY TRACKING

Safety is a key performance indicator for our organization and is embedded in our quality management programs. Strict incident reporting standards allow our team to respond immediately to adverse events, initiate a thorough investigation, implement mitigation measures and carry out corrective actions in a timely manner.



We use the **Baldwin Aviation safety system** for the reporting of patient safety concerns, letting us gather data on every reportable incident that occurs among our workforce. Baldwin gathers the information in a standardized form that allows us to report to safety teams and pull the data for review. The data can be tracked and trended to allow us to identify systems issues as well as equipment and education needs.

Using Baldwin, we monitor a variety of patient safety measures and key items for review, including ketamine, bariatric, equipment failures, medication errors and more. In Colusa County, we will use the Baldwin system to review safety issues, employee health/infection control related information and other safety/risk management issues.

JUST CULTURE

We recognize that improving our service is not limited to clinical functions alone. Our approach to learning from mistakes has shifted over the years from one of punitive corrections to one of “Just Culture™.” This is not just a term or training course for AMR – it is integrated into every aspect of our day-to-day operations. Every leader and support staff across the nation has been trained in t this methodology and we have seen outstanding results because of it.



Just Culture™ focuses on risk instead of fault, seeking to develop improvements not just through the skills, knowledge and abilities of our personnel, but improvements of the many systems and the dynamic expectations through which they navigate every day. At AMR, the objective of Just Culture™ is to improve safety by decreasing risk and to make our company a more desirable place to work. For issues identified

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

involving personnel where the performance by the clinician is an obvious concern, we work to appropriately coach employees and provide Clinical Educational Assignments designed to guide their performance for specific situations. Corrective action may be taken where employees exhibited carelessness, recklessness or knowingly violated policy.

Infection Control

We also have a comprehensive infection control and communicable disease program that incorporates research from across the entire health care spectrum. Our program includes specific policies and procedures to help reduce the risk of employee exposure to airborne, blood-borne, droplet and contact pathogens, as well as free immunizations and screening.

All prehospital personnel are trained in prevention, personal protective equipment and universal precautions. Any incidents or records of exposure are reviewed to determine the type and frequency of the occurrence, and changes are made to the policy and implemented through training.

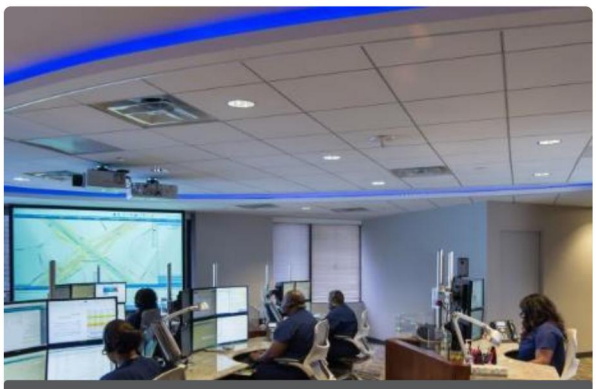
24/7 EXPOSURE/INJURY HOTLINE

Today, every one of our organization's more than 38,000 employees has access to our **Employee Exposure/Injury Hotline**, which is answered by a team of certified nurse navigators (RNs and LVNs) trained in triaging occupational exposures and injuries. Started in 2017, the program gives us standardized response and treatment to those exposed to infectious diseases or injured on the job. This made us uniquely prepared to assist and support employees when COVID emerged in 2020.

When an employee calls the hotline, a nurse triages the employee utilizing evidence-based protocols and recommends the best course of treatment and follow-up. The nurse then coordinates a treatment plan with their local supervisor and sends an injury alert email to the local team.

We have seen amazing results in the last five years, including:

- Increased use of first aid
- Reduced lost workdays
- Better triage and response to exposures
- Improved coordination with hospitals and occupational health workers
- Improved OSHA compliance



All AMR Colusa County caregivers will have access to our Exposure/Injury Hotline for rapid support by trained nurse navigators

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

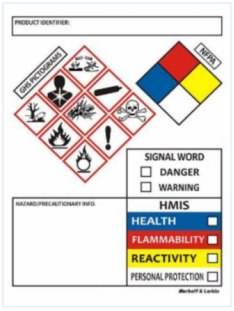
The hotline is available 24 hours per day, 7 days a week, including holidays. Hundreds of employees call the hotline each month and the program has helped improve employee satisfaction, health and well-being. All data is entered in the Baldwin system for quality tracking and reporting, which helps us create policies for safe practices across all GMR operations.

PPE & SAFETY EQUIPMENT

AMR provides our crews with personal protective equipment (PPE) to ensure their safety. All safety equipment (gloves, masks, sharps containers, gowns, etc.) is vetted at great length to ensure its appropriateness for field use.

Examples of this equipment are shown below.

- Eye protection on person, in carry-in bags and in the vehicle
- Direct access from the employee Portal to 3E Safety Data Sheets (SDS) online binder
- Surgical masks
- Impervious gowns
- Exam gloves in appropriate sizes
- Waterless viricidal hand cleaner
- Towelettes
- Easily accessible sharps disposal containers
- Impervious shoe covers
- N95/P100 respirators (mask fit testing for all employees each October)
- Disposable absorbent barriers (chux)
- Lined Paper sheets to protect patients
- High visibility coats, jackets and/ or vests
- Containers for disposal of bio-hazardous waste, contaminated sharps and pharmaceutical waste, red biohazard bags and yellow infectious linen bags
- DOT HazMat reference book











Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Safe Lifting Training & Injury Prevention

Our robust injury prevention program and investment in the latest safety technology has helped up significantly reduce work injuries. Our gurney training is integrated into the didactic and track experience part of our Emergency Vehicle Operations Course (EVOC) driver training. This is usually done during orientation, but remedial training is also done on an “as needed” basis. We provide annual refresher and tracking as required.

PHYSICAL ABILITY TESTS

All field employees are expected to continuously maintain the physical strength, aerobic capacity, knowledge, skill and ability to pass the Physical Ability Test (PAT), which is required upon hire or after a leave of absence.

To demonstrate competence, employees must:

- Pull the gurney out of the ambulance with 165 pounds on it
- Carry two pieces of equipment 25 feet
- Carry the same equipment up and down six steps three times, completing a series of lunges and squats between each set
- Three minutes of CPR compressions only
- Three minutes of stair stepping
- Carry a 75-pound curl bar backwards up those six stairs on then backwards down
- Lift a backboard to waist with 135 pounds and hold it for five seconds and lower it
- Put the same gurney back into the ambulance
- Enter the back of the ambulance and assemble the O2 regulator to the portable oxygen bottle, assemble the bag valve and mask. Put it all together and give the manikin ten ventilations
- Exit the back of the ambulance
- Remove the same gurney one more time

STRYKER POWER-LOAD AUTOMATIC GURNEY LOADERS

In addition to providing Stryker Power-PRO battery-powered gurneys/stretchers and stair chairs in California for years – letting our staff raise and lower the patient at the push of a button – we will greatly enhance these tools by providing Stryker Power-LOAD gurney loading systems on all ambulances in Colusa County. This system connects to the Power-PRO stretcher to automatically load the patient into the ambulance. We are confident this system investment will help reduce injuries and enhance employee satisfaction.



Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Safety in the Vehicle

We understand the importance of safeguarding our patients, employees and first responder partners while inside our ambulances. In California and across the country, we have taken various steps to ensure our ambulances are the safest on the road.

DRIVECAM VEHICLE MONITORING

AMR will install the Lytx DriveCam monitoring system in every Colusa County ambulance, letting us record and remotely download audio and video of cab events and alert management of dangerous events.

DriveCam's driver safety solution includes a video event recorder, which captures risky driving behavior and uploads daily recordings of it via a secure cellular connection to DriveCam's Risk Analysis Center. The information is then transferred to our supervisors for analysis and safety coaching. We have already taken advantage of DriveCam's new methods of data aggregation and analysis to provide our California EMS leaders with a wealth of information. This includes vehicle speeds, stop times and locations, idle duration, driving distance, estimated arrival and departure times and more. DriveCam also provides reports for fleet tracking to identify opportunities for training and coaching, pictured below.

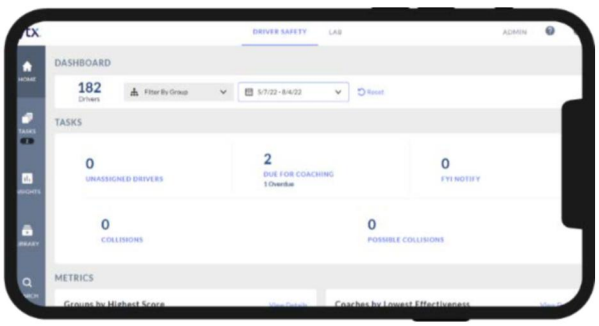


Key Benefits

The DriveCam monitoring system will provide our Colusa County operation with:

- **Intelligent alerting.** Advanced machine vision and artificial intelligence capture and accurately categorize risky driving behaviors
- **Real-time, in-cab alerts.** Light alerts notify drivers of their risky behaviors
- **Continual video.** Records up to 100 hours of reliable, continual video
- **Vehicle data.** Captures speed and vehicle data from the ambulance
- **Manual record buttons.** Enables our EMTs and paramedics to proactively record video when needed





Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

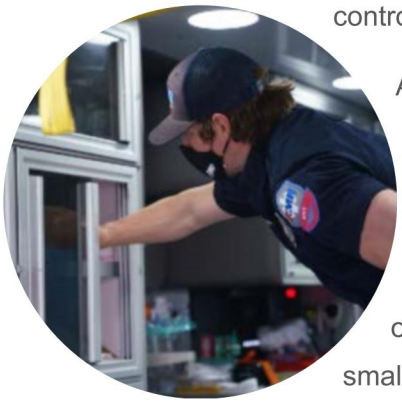
PREVENTING PATIENT ELOPEMENT

Another example of AMR's commitment to safety and security is our work on preventing patient elopement. Elopement is when a patient flees or leaves an ambulance in the middle of transport. Although these events are rare, they create an extremely high risk for patient and caregiver safety when they occur. This problem is also complicated by the fact that many elopement events occur during mental health transports, or with similar vulnerable patient populations. In California, our clinical teams are actively underway with a pilot program aimed at eliminating elopement when transporting involuntary behavioral patients between healthcare facilities. This includes a standardized "elopement playbook" used by our caregivers, paired with a four-point soft restraint for involuntary patients.

We have been testing the program in San Francisco. We are exclusively testing the new process on involuntary interfacility patients and collecting data on its effectiveness. We started by laying the groundwork with community partners and educating our caregivers on the importance of the program and why elopement prevention matters. Our caregivers compassionately place these vulnerable patients in soft restraints and follow a comprehensive elopement playbook. This provides valuable information on event mitigation, de-escalation, safe restraint placement, seating and positioning and more. We are currently incorporating the San Francisco data and caregiver feedback to further refine the program, with plans to expand the scope to emergency and on-scene involuntary transports in the future.

INVENTORY & EQUIPMENT CONTROL

We also take the ethical, legal and safety risks associated with controlled substances seriously. Our full-time National Director of Controlled Substance Programs oversees federal, state and local compliance as well as standardization of policies related to controlled substances and dissemination of standard and best practices. Our policies and procedures related to controlled substances meet or exceed the requirement of "adequate controls" of controlled substances as required by federal and state laws.



AMR will provide electronic, access-logged safes for storage of all bulk and re-supply controlled substances in excess of federal and state requirements. We use a robust tracking and accountability mechanism to track and monitor each piece of equipment individual and electronically sign in and sign out equipment to on-coming/off-going crews. We place a special emphasis on our cardiac monitors, radios, video laryngoscopes, computers and other smaller, portable and high-cost items.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

3. Competitive Criterion: Workforce Engagement

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.C.3.
	Proposer takes exception to provisions contained in Section V.C.4. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

An experienced, highly skilled, well rested and satisfied workforce is essential to high-quality EMS services. We know that personnel of this caliber are currently working in the system and recognize the importance of maintaining their experience and local knowledge. Our methods and programs to promote workforce engagement are described in the following pages.

Employee Performance Feedback

Method for providing system & individual performance feedback to employees.

Performance measurement and feedback is a constant task throughout our organization. We measure individual clinical performance matrices along with operational items that we communicate to the employee on a monthly and quarterly basis. We don't wait for performance measures to slip for any given employee, we regularly report performance to establish trends, improve deficiencies and acknowledge great performers.

AMR observes and evaluates our teams' performance using a variety of mechanisms, including:

- Commendations for a job well done
- Constant local oversight from our clinical education manager, clinical education specialist, administrative supervisor and field supervisors
- Direct Field Training Officer (FTO) observation and evaluation for all new employees
- Feedback from dispatch center personnel and review of data captured by SACCOM dispatch
- Immediate clinical data review and feedback to personnel while the incident is still recent
- Retrospective chart audits for completeness and medical appropriateness, as well as protocols
- Coaching and/or remedial training by FTOs and field supervisors
- Observation by field supervisors during complex calls, such as multi-casualty incidents
- Incident review and investigation, with feedback to employees involved in the incident
- Interactions during continuing education courses and skill review labs
- Feedback crew performance from patients, first responders and hospital staff
- Use of DriveCam vehicle monitoring for real-time alerts and retrospective safety evaluation

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

FIELD TRAINING OFFICER MONITORING

Observation and evaluation of newly hired personnel takes place as they proceed through the training program, with written evaluations from our Field Training Officers (FTOs). Any current employees who need remedial clinical training are initially coached and educated around their knowledge, skills and abilities of the situation.

If needed, the employee may be put on a performance improvement plan (PIP). This plan details the background of the concern, assessment of the issue, learning objectives, clinical interventions, timeline for completion and evaluation of the learning, along with a summary.

Involving Front Line Staff in Improvement Projects

In addition to the individual and system performance measures listed above, employees participate in a variety of specialized teams and events that encourage involvement and input in improvement projects.

These include:

- Monthly CQI committees
- Quarterly Field Training Officer meetings
- Risk safety committee
- Monthly System Status Management (SSM) committee
- Internal peer review forum
- Periodic Town Hall meetings

When involving the employee in their own quality improvement, we analyze and report the same things we find in our own KRAs, KPIs, etc. AMR shows the employee their individual performance marked against their peers.

An individual interview is conducted to determine causal factors and feedback as to causes and potential resolutions. Coaching on knowledge, skills and abilities takes place, as well as repeat mentoring, for our teams.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Credentialing Requirements

Our employees must fulfill all local, county and state credentialing requirements to be eligible to work. Minimum credentialing requirements for our employees are described below.

During the hiring process, we look for successful candidates that will thrive in the EMS system and with our current staff. This is true not just with clinical capabilities but behavioral aspects, too. Items we look for in successful candidates include their willingness to work within the community and desire for helping others. We use behavioral based interview questions and look for professionalism and communication skills to ensure each of our staff members is a successful fit within the system.

REQUIRED QUALIFICATIONS



Emergency Medical Technicians (EMTs)

Emergency medical technicians must have a valid state driver's license, CPR Card and EMT certification. EMTs must complete local system orientation and our new employee orientation and training program before they are eligible for work. ICS training levels (100, 200, 700 and 800).



Paramedics

Paramedics must have a valid state driver's license, CPR Card, state Paramedics license, as well as have completed all certifications required by the state and the S-SV EMS Agency. Paramedics must complete system orientation and our new employee orientation and training program before they are eligible for work. ICS training levels (100, 200, 700 and 800) required. Advanced Cardiac Life Support (ACLS), BCLS, PALS (or another pediatric equivalent) and PHTLS certification required.



Supervisors

Supervisors receive the same education and ICS course levels as paramedics (levels 100, 200, 700 and 800) but must also complete levels 300 and 400 and have field experience.



Dispatchers

Dispatchers must be EMD-certified by the International Academies of Emergency Medical Dispatch.



Mechanics

Mechanics must attend Diesel and Automotive School LTD, Ford Training seminars on transmissions, gas and diesel engines, differential and electrical, FMC Automotive front-end alignment, MAC's air conditioners and Wyotech Institute training.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

TRACKING EMPLOYEE CREDENTIALS WITH NINTH BRAIN

All AMR employees must maintain certifications as a part of their employment. With **Ninth Brain**, our managers and employees receive automated notifications of certifications approaching expiration. We will ensure employees meet all continuing education, re-licensure, recertification and accreditation requirements established by California and Colusa County.

Monitored by our robust compliance department, **Ninth Brain** improves communication to employees and empowers our local teams to stay connected to critical information regarding patient care protocols, education updates, system notifications and much more.

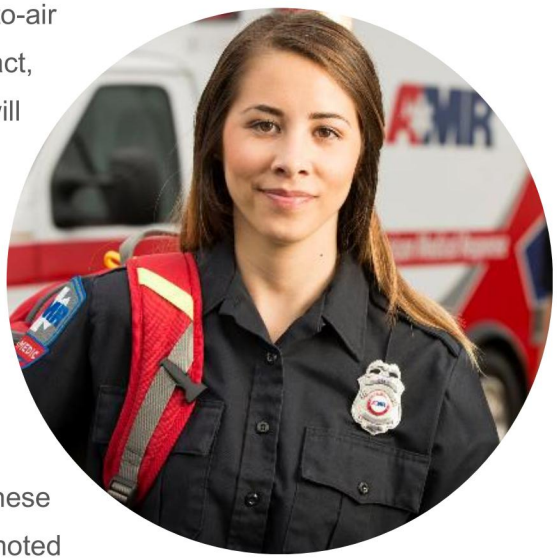
Assessing, Maintaining & Developing Skills

Even with trained and certified employees, it is imperative that we create a "learning organization" and provide ongoing training and education to ensure our caregivers remain at the forefront of EMS care. We provide our employees with a variety of ongoing educational content and have a variety of internal programs, described below.

- **Paramedic scholarships.** We offer paramedic school support through our internal certification and training program, the National College of Technical Instruction (NCTI). This includes tuition reimbursement and annual scholarships for our EMTs to become paramedics.
- **Cornerstone LMS.** We have adopted the Cornerstone learning management system company-wide, which provides access to online continuing education for AMR employees, matched to their position and level of certification. In addition to automatic scheduling and notification of required training, employees can self-assign other courses. Content is available in interactive steps, featuring videos, games, document attachments and knowledge testing. Our local team will use this system to distribute locally developed courses created for the specific needs of our local employees.
- **Internal resources.** We also offer web-based, video educational content, available to employees (and the public) via the employee portal and an internal AMR Learning YouTube channel. This program features over 50 titles, addresses emerging science and is readily available 24-hours-a-day. Titles include "Compliance Training – Billing Compliance," "Compliance Training – Field Compliance," "Safe Use of Restraints," "Handling and Moving," "Service Animals," "PPE," and more. This has allowed us to rapidly deploy educational content.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

- **New ground-air career avenues.** Through our parent, Global Medical Response (GMR), we can offer our employees a ground-to-air bridge avenue in their career paths. If awarded this contract, in addition to our current career development offers, we will be providing our local staff the opportunity to become Critical Care Flight paramedics and other similar advancements.
- **Leadership succession planning program.** This program details specific educational requirements and provides the necessary courses for all leadership positions to ensure that proposed leaders and newly promoted individuals have the tools they need to grow. These offerings are for both proposed personnel and newly promoted leaders. This program is tiered learning specific to each leadership level — from supervisor to CEO.



Ensuring Workforce Diversity

AMR understands diverse workforces do not just materialize. We must operate with intentional inclusivity of our community. To ensure we target recruitment candidates from all areas of society, we use a set of diversity recruitment activities including a formal diversity plan and annual diversity training for all employees.

AMR will seek out minority, LGBTQIA+ and traditionally disenfranchised community members to add to our team and create a culture that is as diverse as Colusa County itself. We will engage the local community and workforce and look to new areas where we can expand the diversity of our teams. This will ultimately allow us to better serve the community where we live and work.

Our most important goal with respect to inclusion, diversity and equity is to listen. As we have heard the voices of so many of our employees in our national focus groups regarding DE&I, we have learned from them and are now specifically defining inclusive work environment, inclusive communication and inclusive behavioral expectations for all employees. It is our hope that every employee knows when they come to work, they will be included and communicated with in the most respectful manner.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

EXAMPLE: This 2021 flyer for a ground-to-air mentorship program in Stockton, California is similar to the kind AMR will offer our Colusa County EMS caregivers



FLIGHT MENTORSHIP PROGRAM

Career Path to Flight Paramedic or Flight RN in Stockton, CA

As part of the Global Medical Response family, we offer a variety of career paths across the EMS spectrum. We're excited to offer you a new opportunity to advance your career within GMR: the Flight Mentorship Program. Interested AMR ground personnel are provided with the education and training needed for a career as a Flight Paramedic or Flight Nurse.

The program consists of three phases that build upon each other over a one-year period.

Phase 1: Training pack
Complete course work, self-study protocols and clinical training labs

Phase 2: Base training
(3 x 4-hr visits over 3 months)
Complete course work and introductory base training

Phase 3: Flight training
(3 x 24-hr visits over 3 months)
Participate in monthly drills, complete course work and pass the CFRN or FPC

Program Requirements

Pre-requisites for this program include at least 1 year of continuous full-time employment at a local AMR operation with no disciplinary action on file, and 2 years primary 911 experience (EMT-P) or 2 years ICU/ER or CCT experience (RN). All candidates must meet RMH weight requirements and have current ACLS, PALS, BLS and appropriate local LEMSA accreditation.

For more information, please contact **Danny Goranson** at **Danny.Goranson@gmr.net** or **Brian Mendez** at **Brian.Mendez@gmr.net**

AMR | REACH℠ A Global Medical Response Solution

Promoting Workforce Harmony

Workforce harmony is essential to our ability to provide care to our patients. We promote workforce harmony and prevent discrimination based on these and other characteristics through mandatory cultural competence training, biannual harassment training, recruiting from traditionally underrepresented groups and ensuring our employee interview panel remains diverse.

CULTURAL COMPETENCY TRAINING

All employees complete annual Cultural Awareness and Agility training, custom-designed to reflect the culture of their system's demographics. We cover topics such as: "Fundamentals of Cultural Awareness and Agility," "Health Disparities Among Underserved Communities and the Newly Insured," "the Impact of Personal Culture on Communication," "Strategies for Working with Low Health Literacy," and "Strategies for Resolving 'Cultural Bumps' and Cross-Cultural Conflicts."

AMR's annual training on sexual harassment, sensitivity and awareness, as well as our Code of Business Conduct, all contribute to a desirable, inclusive workplace, free of discrimination. The online module for this course, Cultural Humility and Linguistic Competency Training, is automatically assigned each year.

Drug & Alcohol-Free Workplace

AMR recognizes the hazards alcohol and substance abuse can create for both the user and for those who encounter the user. While each employee is ultimately responsible for his or her own safety and health, we recognize our parallel responsibilities to provide as safe a workplace as possible and to comply with all applicable laws and regulations – including local labor agreements.

To summarize our drug and alcohol policy, it is the procedure of AMR to:

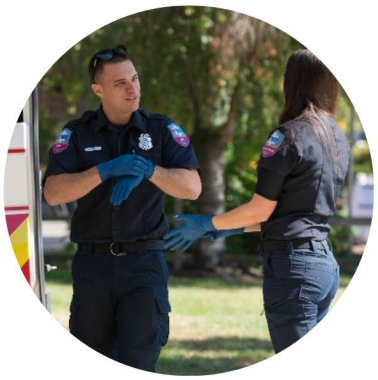
- Expressly prohibit the unlawful use, possession, manufacture, distribution, dispensation, or sale of alcohol and controlled substances or illicit drug paraphernalia by our employees. In addition to termination, AMR may report these activities to local law enforcement or other regulating agencies

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

- Require AMR employees to be fit for duty while performing services on behalf of the company and to perform all assigned duties without the presence of illegal drugs, alcohol or inappropriate legal drugs. in their systems. This includes a pre-employment drug screening.
- Test any employee for alcohol and controlled substances as outlined in our policy.
- Whenever necessary, search AMR premises for evidence of potential substance abuse.



Our drug and alcohol-free workplace policies will align with local labor agreements and ensure our caregivers remain fit and ready to respond



D. Management/Supervision

Our commitment is to support the Colusa County system with an experienced and knowledgeable team of EMS leaders, each with a track record of rendering ALS ambulances services at the highest level. Our leadership team, made up of both local managers and regional experts, is described below and in the following pages.

1. Competitive Criterion: Key Personnel

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.D.1.
	Proposer takes exception to provisions contained in Section V.D.1. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

By partnering with AMR, Colusa County will gain its strong EMS oversight structure and eliminate the risk of service disruption. Our experienced local leaders have lived and worked in the region for years. With the support of regional and national EMS experts, we offer a seamless transition, proven by decades of service across California.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

The individuals below will fill our key leadership positions for Colusa County. We propose to hire a local Operations Manager dedicated to Colusa County and immediately available to our local field personnel. They will be supported by our Director of Operations, Gabriel Cruz, and our entire leadership team.

- **Sean Russell** – Regional President
- **Brian Henricksen** – Senior Regional Director
- **Gabriel Cruz** – Director of Operations
- **Dannielle Lance** – Director of Communications
- **Dr. Jack Wood** – Medical Director
- **Arlen Soghomonians** – Clinical Manager

Resumes

09 Please see **EXHIBIT-05** for resumes of these key personnel. We have also provided a brief biography and job description for key operations leaders beginning on the following page.



Sean Russell, Regional President

Sean Russell is an experienced healthcare leader with over 30 years spent in the EMS, air medical and fire service industries – much of which has been based here in Sonoma County. As Regional President for Global Medical Response's (GMR) Pacific region, Sean has executive oversight for all GMR operations in California and Hawaii. Sean started in the industry at age 23 with local air provider REACH, now also a part of GMR. With the formation of GMR, Sean assumed to the position of Pacific Region President in January 2020. Other experience includes working as a firefighter paramedic for the City of Sonoma and Cameron Park and as a respiratory care practitioner for UCSF, as well as founding and serving as President of the California Association of Air Medical Services California Board. Sean is a strong advocate for servant leadership, viewing it as vital to authentic connection with both staff and customers and as the most direct path to finding solutions and supporting the GMR mission.



Brian Henricksen, Senior Regional Director

Brian Henricksen is a proven healthcare and public safety leader with a background in operations, clinical quality, education and EMS regulation. As Senior Regional Director, Brian provides direct leadership and support for our air and ground operations in Colusa, El Dorado, Placer, Sacramento, Yuba and Yolo Counties. He previously served as Regional Director for AMR in Sonoma County after serving as EMS Administrator for the Napa County EMS agency from 2015 to 2020. He also served as Pre-Hospital Care Coordinator for the Contra Costa County EMS Agency from 2011 to 2015, where he led all ambulance operations and oversight.

Brian has more than 20 years in the healthcare transportation industry and his previous experience in public health and EMS regulation allows him to be an innovator and change agent within the GMR organization.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Brian is considered an expert in project management, strategic planning and organizational change. He received his Master of Business Administration from Sonoma State University and his Bachelor of Arts in Political Science from California State University – East Bay, where he graduated Summa Cum Laude. He completed his Paramedic program at Los Medanos College in Pittsburg, California.



Dr. John “Jack” Wood, Local Medical Director

AMR’s proposed Medical Director for Colusa County is Dr. John “Jack” Wood, DO, FACEP, an established local clinician with 50 years of experience in the medical field. Since 1988, Dr. Wood has served as the medical director for AMR in the greater Sacramento area. He is also the Executive Medical Director for our National College of Technical Instruction (NCTI), the nation’s largest private college of emergency medical services and EMS training. He received the outstanding EMS Resident Award upon graduation from LA County+USC Emergency Medicine Residency and has been continuously Board Certified in Emergency Medicine since 1983. In addition to his role as our local Medical Director, Dr. Wood currently maintains a variety of EMS-related positions and is Medical Director for SACCOM.



Gabriel Cruz, Director of Operations

Gabriel Cruz serves as Director of Operations for AMR’s Sacramento-Sierra region. He provides leadership, guidance and support to our operational and clinical department representatives in the Placer, Sacramento and Yolo EMS systems and is a trusted leader to our regional crews. Gabriel has 20 years of service with AMR in the Sacramento region and has concentrated his career in developing and building upon a solid foundation in EMS operations, logistical execution and clinical excellence. He also serves as Operations Manager for AMR Placer County and knows Colusa County and the surrounding region well. From 2003 to 2018, he served as Assistant Program Director for our National College of Technical Instruction in Roseville. He has been a paramedic since 2002 and graduated from the University of California Davis.

Point of contact: In serving Colusa County, Gabriel will serve as our point of contact for contract management related questions, issues or concerns.



Dannielle Lance, Director of Communications

Dannielle Lance serves as Director of Communications, providing support and direct leadership of the AMR – Sacramento region. AMR – Sacramento provides EMD and dispatch (emergent and IFT) services to eight counties located in Northern California. She also currently supports and oversees the in-service abilities of five REACH Air bases in the Sacramento region, ensuring local communities have reliable access to critical care air ambulance resources. Dannielle has more than 17 years

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

in the EMS industry. Her experience managing the dispatch operations and system status of small communities as well as multi-state air operations allows her to support the unique needs of any region. She is considered a subject-matter expert in EMS dispatch communications as well as a collaborative strategist dedicated to supporting the needs of an operation.



Arlen Soghomonians, Clinical Education Manager

Arlen Soghomonians is AMR's Clinical Education Manager in the Sacramento-Sierra region, a position he's held since 2002. In this role, Arlen coordinates our Clinical Education Services (CES) functions for the operations in Placer, Sacramento and Yolo Counties. He represents AMR with area LEMSAs, education programs, state officials and other agencies. Serve as a clinical resource for field and management personnel. Develop, coordinate and conduct education activities and training to promote a system of continuing education. He has been practicing as a prehospital care provider for 25 years and has been involved with the development and implementation of local allied health education programs. Arlen received both his Master of Science (2000) and PhD (2005) in Biomedical Engineering from the University of California, Davis.



E. EMS System & Community

AMR will plan and provide targeted community education programs throughout Colusa County. Our programs will focus on decreasing the need for EMS through injury and illness prevention, helping to reduce hospital admissions and easing the burden on the healthcare system.

1. Competitive Criterion: First Responders & Training Programs

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.E.1.
	Proposer takes exception to provisions contained in Section V.E.1. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

The best patient outcomes come from an integrated system that works well together to care for patients. This section describes the collaborative programs and tools we propose to support our Colusa County first responder partners.

Integrated Relationships Across the System

Collaboration is a key value of AMR. We are committed to ensuring positive partnerships in all the communities we serve, working with all EMS system stakeholders – including fire agencies, other public safety agencies, hospitals and health professionals – to develop more efficient, clinically sophisticated EMS systems that raise industry standards and public expectations.



We build strong community partnerships in each system we serve and will do the same in Colusa County

Our Director of Operations, Gabriel Cruz, will serve as AMR's liaison and point of contact for first response agencies in Colusa County. We look forward to building strong public safety relationships and maintaining an integrated and interconnected EMS system.

BLS Supply Restocking

AMR will provide all Colusa County first responder organizations with one-for-one restocking of disposable Basic Life Support (BLS) medical supplies. This occurs when treatment has been provided by the first responding personnel and patient care is assumed by AMR. Whenever possible, this exchange is accomplished on-scene. If patient care or circumstances at the scene prevent an on-scene exchange, AMR will arrange to accomplish it as soon as reasonably possible.



Shared Continuing Education

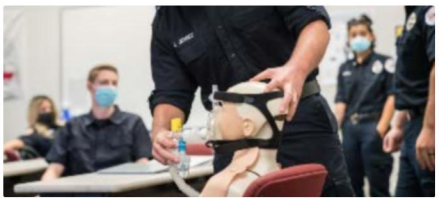
We will also include our fire partners in our training and continuing education programs.



EMS Training Center Access



Disaster Drills & Joint Training



Simulation Manikin Feedback

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

We will provide in-house training center with programs customized to meet state and S-SV EMS licensure/certification requirements at no cost to employees. AMR already holds an active CE provider number with S-SV EMS.

All our staff are trained in FEMA incident command system (ICS). We will regularly participate in disaster drills, mock events and other interagency training that helps all parties understand the complexities of EMS in Colusa County.

Our proposal and training center includes access to simulation manikins that provide students with feedback. These will be offered to all willing local fire agencies and first responders during our training events.

Shared Purchasing Power

Our massive volume purchases over the years have paved the way for long term established vendor contracts that allow for significant discounting and purchase abilities. We are happy to share our industry-leading purchasing power with Colusa County first responder agencies for their own equipment and supplies, if desired. This may provide significant cost savings on supplies and equipment across the system.



2. Competitive Criterion: Health Improvement & Community Education

Attestation (Select One)	
✓ YES	Proposer understands & agrees to comply without qualification to provisions, requirements, & commitments contained in Section V.E.2.
	Proposer takes exception to provisions contained in Section V.E.2. as described below. Proposer recognizes that taking an exception may result in finding that the Proposal is unresponsive and result in disqualification.
Describe Exceptions Taken (if applicable)	
No exceptions	

AMR will continue to plan and provide targeted community education programs throughout Colusa County. Our programs are designed to decrease the need for EMS through injury and illness prevention, helping to reduce hospital admissions and ease the burden on the system.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

We will work with public safety agencies and EMS-related groups to develop local awareness campaigns focused on educating the community for specific health conditions such as breast cancer awareness, CPR education, bystander response and heart health. We take pride in our focus on capturing and analyzing local health data and collaborating with local stakeholders to develop custom programs.



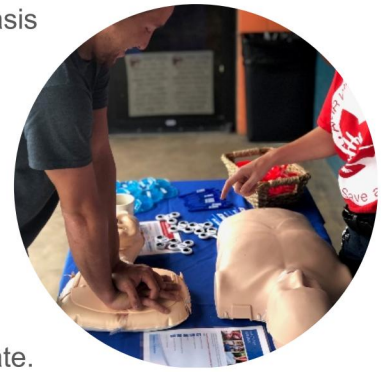
Some programs we feel are well suited to the Colusa community are described in the following pages. We look forward to working closely with the S-SV EMS Agency and with all local stakeholders to best serve this community.

Stop the Bleed Training

We will work with local fire departments and other members of the community to create a bleeding control training program, providing the information and tools to prepare citizens for the unimaginable. Building on our success with CPR training, this program – similar to "**Stop the Bleed**" programs – will prepare Colusa County residents to properly and safely assist their friends, neighbors and family members during an active shooter or disaster event. Unfortunately, no community is immune to these events – as we have seen in our responses across the country – and local citizens must be prepared to act. We believe strongly in this effort and seek to work alongside our system and community partners to continue to invest in this community.

Other Ongoing Outreach Campaigns

We also propose to offer the following campaigns on an ongoing or seasonal basis in Colusa County. AMR plays an active role in our service communities — providing hours of education and standby support—because we truly believe a measurable and team-centered approach to public education can increase survivability and provide better outcomes for patients. We often provide hands-on learning to schools, community groups and the public, working with our system partners to reach as many people as possible. We will do the same for Colusa County. Please see below for some examples we provide across the state.



- LOCAL STANDBY EVENTS. These include festivals, parades, expositions, blood drives, concerts, athletic events, job fairs and more. We will collaborate with local social organizations and provide local event medical standby and first aid services for visitors and participants at our standby rate. We will also educate the public on emergent and non-emergent first aid, provide hand-outs and instruction on issues like snake bites, heat and cold exposure and burns.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)



SCHOOL EDUCATION. We work with local law enforcement to educate students about the dangers of drunk driving, stop-the-bleed, CPR and more. For elementary school career days, we have also sent paramedics, EMTs and supervisors to teach the children about how, when and why to call 9-1-1.



HALLOWEEN SAFETY CAMPAIGN. AMR will work with S-SV EMS and our first responder partners to provide safety and planning tips for parents and children to keep them safe on Halloween. Our staff will offer highly reflective trick-or-treat bags, safety tips and glow sticks to local families.



HOME FOR THE HOLIDAYS. This program allows ambulance crews to bring some holiday cheer to nursing home residents and their families. We transport nursing facility residents to their family homes to spend time with loved ones over the holiday season. The service is free of charge.



SENTIMENTAL JOURNEY. Our Sentimental Journey program provides for the transportation of terminally ill or bed-confined patients to an event or place that is important to them for any number of reasons. The long-term success of the Sentimental Journey program and the value it provides to patients and families is a source of pride to all of us at AMR and we are excited to offer this service.



FALL PREVENTION. Data driven home safety tutorial aimed at eliminating tripping hazards in the home. Our staff will offer free discussions to targeted elderly populations in the community. Our crews can also assist patients calling 911 by doing a home inspection for tripping hazards and other valuable services. This includes moving rugs, re-routing cords or putting down rugs to cover cords.



WATER SAFETY. Alongside local first responders and municipal partners, AMR will examine pool safety and drowning data within the community and build targeted water safety and drowning prevention campaigns. AMR will focus on populations most at risk of injury and drowning in the County and what steps families can take to prevent accidents.



ACCIDENT PREVENTION FOR CHILDREN. AMR proposes to review car seat use and pedestrian/bicycle accident data within the community to build targeted education and prevention campaigns with a special focus on children and teenagers. This program would include targeted bike helmet program, a pedestrian safety program for youth, targeted car seat usage and more.

Public Service Announcements

To make certain our messages reach the greatest possible number of residents, AMR will work with local emergency management agencies and other system partners to provide targeted multimedia education campaign, including public service announcements on local cable television, news articles on health-related topics and special prevention and health tips on our local website. The content of all resources will be developed in cooperation with S-SV EMS to help facilitate and promote the appropriate health initiatives.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

Virtual Care

An exciting new healthcare solution that has recently started across the country is Virtual Care. Created by the federal government's Centers for Medicare and Medicaid Innovation, the Virtual Care model helps patients get the care they need, when they need it, while improving EMS efficiency and reducing Emergency Department (ED) overcrowding and associated beneficiary costs.



HOW IT WORKS

In short, Virtual Care allows ambulance crews to use telemedicine to virtually connect patients with a doctor in the field. This is an excellent resource for 911 callers that don't require paramedic response or ambulance transport. Instead, our staff can assess the patient, connect them with a physician and help coordinate alternative sources of care. This could be treatment at home or referral to a non-emergency location.

Virtual Care uses a medical triage line integrated with the local dispatch center to assess caller concerns, provide person-to-person care and redirect beneficiaries to the appropriate level of care. We've found that Virtual Care not only preserves ambulance and hospital resources but makes 911 more accessible to patients and increases their comfort levels with using the local EMS system.

UNIQUE PARTICIPATION

This is a unique and exclusive program that not all ambulance providers can operate. In 2019, AMR was awarded participation in 62 locations across the country. In fact, we already operate active ET3 telemedicine programs in Shasta and Placer counties. While not awarded in Colusa County, we are happy to explore future application opportunities if desired. In the coming years, we believe this new EMS platform will continue to yield significant potential savings and efficiencies in EMS.

Attachment: AMR - Colusa Proposal (9530 : Ambulance RFP Update)

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APPENDIX 4 – EXHIBIT B – PROPOSED AMBULANCE RATES (Page 1 of 1)

Proposer: American Medical Response West (AMR)

Proposed Ambulance Rates

Item	Rate
Bundled Base Rate	$2,950.00
Mileage (per mile)	$95.00
Oxygen	$150.00

Attach a list of any other specific proposed charges.

Medicare

Do you accept Medicare assignment? (Reference: HCFA – 460 form): ☑ Yes ☐ No

Medicare Participating Physician or Supplier Agreement

Meaning of Assignment - For purposes of this proposal, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.

Date: 11/9/2023

Proposer: American Medical Response West (AMR)

By: Signature (Representative): DocuSigned by: Brian Henricksen

Printed Name: Brian Henricksen

Title: Senior Regional Director

Attachment: AMR Rates (9530 : Ambulance RFP Update)

Colusa County Ground Ambulance RFP Results (12/2023)

AMR PROPOSAL SCORING				
Competitive Criteria Category	**Reviewer 1 Points**	**Reviewer 2 Points**	**Reviewer 3 Points**	**Average Points**
A. CLINICAL				
A.1. Quality Improvement	38	50	50	**46**
A.2. Dedicated Clincal Oversight Personnel	23	30	30	**28**
A.3. Medical Direction	20	20	20	**20**
A.4. Focus on Patients & Other Customers	38	50	38	**42**
B. OPERATIONS				
B.1. Vehicles	15	20	20	**18**
B.2. Equipment & Supplies	15	20	20	**18**
B.3. Vehicle & Equipment Maintenance	15	20	15	**17**
C. PERSONNEL				
C.1. Work Schedules	15	20	15	**17**
C.2. Risk Managemewnt & Loss Control	23	30	30	**28**
C.3. Workforce Engagement	23	30	23	**25**
D. MANAGEMENT				
D.1 Key Personnel	30	40	30	**33**
E. EMS SYSTEM & COMMUNITY				
E.1. First Responders & Training Programs	30	30	30	**30**
E.2. Health Improvement & Community Ed.	23	23	30	**25**

Competitive Criteria Category	Possible Points	Awarded Points
A. CLINICAL	150	**135**
B. OPERATIONS	60	**53**
C. PERSONNEL	80	**69**
D. MANAGEMENT	40	**33**
E. EMS SYSTEM & COMMUNITY	70	**55**
PRICING	100	**100**
TOTAL POINTS	500	**446**

Attachment: 2023-2 Colusa RFP Summary Scoring Sheet (9530 : Ambulance RFP Update)

Sierra – Sacramento Valley Emergency Medical Services Agency

Regional Executive Director
John Poland, Paramedic

Medical Director
Troy M. Falck, MD, FACEP, FAAEM

JPA Board Chairperson
Jim Holmes, Placer County Supervisor

Address & Contact Information
535 Menlo Drive, Suite A
Rocklin, CA 95765
(916) 625-1702
info@ssvems.com
www.ssvems.com

Serving Butte, Colusa, Glenn, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, & Yuba Counties

DECEMBER 6, 2023 – NOTICE OF INTENT TO RECOMMEND

Request for Proposal (RFP) #2023-2 - Emergency Ambulance Service, Advanced Life Support (ALS) Transport and EMS System Performance Specifications for Colusa County, California

Pursuant to the provisions contained in the above reference RFP document, this notice is to advise all interested parties that the S-SV EMS Agency Regional Executive Director intends to recommend **American Medical Response West DBA American Medical Response (AMR)** as the selected exclusive operating area (EOA) provider of emergency ground ambulance transport services for Colusa County, California. This matter will be considered by the S-SV EMS Agency JPA Governing Board of Directors during the January 12, 2024 S-SV EMS JPA Governing Board meeting. The expected EOA agreement implementation date resulting from this RFP process is April 1, 2024.

Proposal Scoring Summary			
Proposer	**Competitive Criteria Score**	**Pricing Score**	**Awarded Score**
American Medical Response (AMR)	346	100	**446**

RFP Review Panel Member Identification		
Name	**Position/Title**	**Affiliation**
Dr. Jeffrey Kepple	Medical Director	NorCal EMS Agency
Erik Saari	Battalion Chief – EMS Division	Sacramento City Fire Department
Tom Morton	Acting Executive Director	Mountain Counties EMS Agency

Attachment: Notice of Intent to Recommend - Colusa County Ground Ambulance RFP 2023-2 (9530 : Ambulance RFP Update)

- **Proposal Evaluation/Rating Process:**
  - The AMR proposal was received by the S-SV EMS Agency prior to the proposal submission deadline. No other proposals were received in response to this RFP process.
  - A meeting of the proposal review panel was convened on December 6, 2023, at the S-SV EMS Agency Rocklin office. John Poland, S-SV EMS Regional Executive Director and Patrick Comstock, S-SV EMS Deputy Director of Operations were also present for the duration of this meeting.
  - Proposal review panel members were provided with an overview of the proposal evaluation/ rating process by S-SV EMS Agency staff. All evaluations, deliberations, and ratings were conducted solely by proposal review panel members, without input/influence from S-SV EMS Agency staff. No substantive proposal related questions were asked of S-SV EMS Agency staff by any of the review panel members during the evaluation/rating process.
  - Proposal review panel members reviewed the AMR proposal and determined that it met all required minimum qualifications. Proposal review panel members then evaluated/rated the Competitive Criteria.
  - AMR provided an oral presentation of their proposal on December 6, 2023 (following the proposal review panel's evaluation/rating of the Competitive Criteria), which included an opportunity for proposal review panel members to ask questions of AMR related to the contents of their proposal. At the conclusion of the proposer's oral presentations, the proposal review panel members were allowed to modify their ratings previously assigned to each of the Competitive Criterion by one (1) category (negative or positive), if desired (pursuant to the provisions contained in the RFP document). No modifications were made by any of the panel members following AMR's oral presentation.
  - Proposal review panel members were instructed to finalize their proposal evaluation/rating sheets and submit them to S-SV EMS Agency staff for processing.
  - The Competitive Criteria ratings assigned by each proposal review panel member were reviewed by S-SV EMS Agency staff and entered into a master proposal rating spreadsheet.
  - Following the input/calculation of all Competitive Criteria scoring, S-SV EMS Agency staff unsealed/reviewed AMR's budget and rates documents. A review of these budget and rates documents did not identify any significant issues/concerns. S-SV EMS Agency staff calculated the points awarded for pricing pursuant to the methodology contained in the RFP document.
  - S-SV EMS Agency staff combined the points applicable to pricing with the final Competitive Criteria points awarded from the review panel's ratings, and the results were forwarded to the S-SV EMS Agency Regional Executive Director for review, consideration, and final determination.
  - Pursuant to the provisions contained in the RFP document, the S-SV EMS Regional Executive Director did not identify any reason to not recommend the AMR proposal for selection and is therefore issuing this Notice of Intent to Recommend, identifying **American Medical Response West DBA American Medical Response (AMR)** as the successful proposer of this competitive RFP process.

Attachment: Notice of Intent to Recommend - Colusa County Ground Ambulance RFP 2023-2 (9530 : Ambulance RFP Update)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Designation of 2024 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.

Designation of 2024 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors.

Detailed Description/Background of request

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 2024 and Installation of Officers will be held on January 17, 2024.

RCRC requires that both the Delegate and Alternate designation be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC Conflict of Interest Code upon adoption y the Board, and file a Form 700.

Prior Board Action

Appointment is done every year
2023 Supervisor Daurice Smith was appointed as the Delegate and Supervisor Boes as the Alternate.

Fiscal Impact/Funding Source

None

Action for the Clerk

Email to Maggie Chui at mchui@rcrcnet.org or mail to: Rural County Representative of California, Attn: Maggie Chui, 1215 K Street, Suite 1650, Sacramento, CA 95814

ATTACHMENTS:

- RCRC 2024 MEMO & FORM (PDF)
- 2023 Committees Commissions Boards and District Voting Assignments (PDF)
- RCRC 2024 Meeting Calendar - FINAL 09222023 (PDF)



To: Members of the RCRC Board of Directors
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 16, 2023

Re: Designation of the 2024 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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 2024 and Installation of Officers will be held on January 17th.

Upon determination, please provide confirmation of your county's election/appointment, and 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

RCRC requires that both the Delegate and Alternate designations be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact Maggie Chui, Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form

Attachment: RCRC 2024 MEMO & FORM (9559 : Designation of 2024 RCRC Board of Directors, Delegates and Alternates)



Designation of 2024 Delegate and Alternate Supervisors for the Rural County Representatives of California (RCRC) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Attachment: RCRC 2024 MEMO & FORM (9559 : Designation of 2024 RCRC Board of Directors, Delegates and Alternates)

2023 Committees, Commissions, Boards, & District Voting Member Assignments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS
Kent S. Boes
Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

COMMUNITY ECONOMIC DEVELOPMENT STRATEGY (CEDS) (Established 1/3/23 5 year term)
Kent S. Boes **1/3/2023 – 1/2/2028**
Daurice K. Smith **1/3/2023 – 1/2/2028**

PRISM (Formerly CSAC E.I.A)
Todd Manouse
Kaline Moore (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE
Janice A. Bell
Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5
J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)
Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD
Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA
Daurice K. Smith
Gary J. Evans (Alt.)

COMMUNITY ACTION PARTNERSHIP
Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD
(Non-voting member)
Kent S. Boes

ECONOMIC DEVELOPMENT CORPORATION (EDC)
COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE
Gary J. Evans
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE
Chair (Also serves as Chair of Committee)
Kent S. Boes

Approved by the BOS 1/17/2023

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9559 : Designation of 2024 RCRC Board of Directors,

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334
Kent S. Boes **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell (Alt.) **1/17/2023 – 1/16/2027**

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

NATIONAL ASSOCIATION OF COUNTIES (NACo)
Kent S. Boes
Janice A. Bell (Alt.)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)
Daurice K. Smith **1/17/2023 – 1/16/2025**
Gary J. Evans (Alt.) **1/18/2022 – 1/7/2024**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)
Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
Gary J. Evans **appointed 1/17/2023**
Denise J. Carter – **Public Member appointed 1/17/2023**
Alternate Needed

Technical Advisory Committee (TAC) Appointments
Shall include one staff person from each county and one landowner representative from each county (2 year terms)
Staff Person: **Steve Geiger Term: 10/25/22 – 10/24/24**
Landowner Representative: **Hilary Reinhard Term: 03/29/22 – 03/28/24**

PASSAGES AREA III AGENCY OF AGING
(Added 10/25/22)
One member appointed by County Commission on Aging or Long Term Care Council or other County-wide organization representing seniors
Two members selected through open application approved by the Advisory Council Membership Committee
One Board of Supervisors representative

Elizabeth Kelly

Approved by the BOS 1/17/2023

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9559 : Designation of 2024 RCRC Board of Directors,

REGIONAL HOUSING AUTHORITY
Kent S. Boes **1/17/2023 – 1/16/2024**
John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**
(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term, non- elected appointees serves a 4 yrs. term)

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)
Daurice K. Smith
Kent S. Boes (Alt.)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)
Daurice K. Smith
Michael Azevedo (Alt.)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL
Gary J. Evans
J. Merced Corona (Alt.)

SIERRA SACRAMENTO EMS
J. Merced Corona
Daurice K. Smith (Alt.)

SITES JPA
Gary J. Evans
Michael Azevedo (Alt.)

SITES RESERVOIR COMMITTEE
Michael Azevedo
Gary J. Evans (Alt.)

TREASURY OVERSIGHT COMMITTEE
Kent S. Boes
J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA
J. Merced Corona
Wendy G. Tyler

TRINDEL JPA
Kaline Moore
Todd Manouse (Alt)

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9559 : Designation of 2024 RCRC Board of Directors,

Approved by the BOS 1/17/2023

RCRC AND AFFILIATED ENTITIES
2024 Meeting Calendar
All dates and locations are subject to change

January		
January 17	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
January 17	**RCRC Installation Reception**	Sacramento
January 18	CSAC Executive Committee	Sacramento
January 31 - February 2	CSAC Executive Committee Leadership Forum	San Diego County
February		
February 10-13	NACo Legislative Conference	Washington, DC
February 21	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
March		
March 7	CSAC Board Meeting	Sacramento
March 13	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
March 14	ESJPA Board Meeting	Sacramento
March 28	CSAC Executive Committee	Los Angeles Coun
April		
April 17-19	CSAC Legislative Conference	Sacramento
April 18	CSAC Board Meeting	Sacramento
April 24	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
May		
May 8-10	NACo WIR Conference	Mariposa County
May 22-24	**RCRC, GSFA & GSCA Board Meetings**	**Monterey County**
June		
June 19	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
June 20	ESJPA Board Meeting	Sacramento
TBD	CSAC Regional Meeting	TBD
July		
July 12-15	NACo Annual Conference	Tampa, Florida
July 24	**RCRC, GSFA & GSCA Board Meetings**	Sacramento
August		
August 8	CSAC Executive Committee	Sacramento
August 15	ESJPA Board Meeting	Sacramento
August 29	CSAC Board Meeting	Sacramento
September		
September 18-20	**RCRC Annual Meeting**	**Sonoma County**
September 20	**RCRC, GSFA & GSCA Board Meetings**	**Sonoma County**
TBD	CSAC Regional Meeting	TBD
October		
October 9-11	CSAC Executive Committee Retreat	TBD
October 17	ESJPA Board Meeting	Sacramento
November		
November 6	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
November 18-22	CSAC Annual Meeting	Los Angeles Coun

Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9559 : Designation of 2024 RCRC Board of Directors, Delegates and Alternates)

November 21	CSAC Board Meeting	Los Angeles Coun
<u>December</u>		
December 4-6	CSAC Officers Retreat	TBD
December 11	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
December 12	ESJPA Board Meeting	Sacramento

Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9559 : Designation of 2024 RCRC Board of Directors, Delegates and Alternates)

COUNTY OF COLUSA, CA

7.2

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Designation of 2024 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors

Designation of 2024 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors.

Detailed Description/Background of request

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 RCRC Board Meeting of 2024 and Installation of Officers will be held on January 17, 2024.

GSFA requires that both the Delegate and Alternate designation be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates fo rthese entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code upon adoption y the Board, and file a Form 700.

Prior Board Action

Appointment is done every year
2023 Supervisor Smith was appointed the Delegate and Supervisor Boes the Alternate.

Fiscal Impact/Funding Source

Action for the Clerk

Email to Maggie Chui at mchui@rcrcnet.org or mail to: Rural County Representative of California, Attn: Maggie Chui, 1215 K Street, Suite 1650, Sacramento, CA 95814

ATTACHMENTS:

- GSFA 2024 MEMO & FORM (PDF)
- RCRC 2024 Meeting Calendar - FINAL 09222023 (PDF)

- 2023 Committees Commissions Boards and District Voting Assignments (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: Members of the GSFA Board of Directors
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 16, 2023

Re: Designation of the 2024 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 2024 will be held on January 17th.

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

GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form

Attachment: GSFA 2024 MEMO & FORM (9560 : Designation of 2024 GSFA Board of Directors, Delegate and Alternate)



Designation of 2024 Delegate and Alternate Supervisors for Golden State Finance Authority (GSFA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSFA's Conflict of Interest Code and file a Form 700.

Attachment: GSFA 2024 MEMO & FORM (9560 : Designation of 2024 GSFA Board of Directors, Delegate and Alternate)

RCRC AND AFFILIATED ENTITIES
2024 Meeting Calendar
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Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9560 : Designation of 2024 GSFA Board of Directors, Delegate and Alternate)

November 21	CSAC Board Meeting	Los Angeles Coun
<u>December</u>		
December 4-6	CSAC Officers Retreat	TBD
December 11	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
December 12	ESJPA Board Meeting	Sacramento

Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9560 : Designation of 2024 GSFA Board of Directors, Delegate and Alternate)

2023 Committees, Commissions, Boards, & District Voting Member Assignments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS
Kent S. Boes
Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

COMMUNITY ECONOMIC DEVELOPMENT STRATEGY (CEDS) (Established 1/3/23 5 year term)
Kent S. Boes **1/3/2023 – 1/2/2028**
Daurice K. Smith **1/3/2023 – 1/2/2028**

PRISM (Formerly CSAC E.I.A)
Todd Manouse
Kaline Moore (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE
Janice A. Bell
Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5
J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)
Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD
Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA
Daurice K. Smith
Gary J. Evans (Alt.)

COMMUNITY ACTION PARTNERSHIP
Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD
(Non-voting member)
Kent S. Boes

ECONOMIC DEVELOPMENT CORPORATION (EDC)
COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE
Gary J. Evans
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE
Chair (Also serves as Chair of Committee)
Kent S. Boes

Approved by the BOS 1/17/2023

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9560 : Designation of 2024 GSFA Board of Directors,

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334
Kent S. Boes **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell (Alt.) **1/17/2023 – 1/16/2027**

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

NATIONAL ASSOCIATION OF COUNTIES (NACo)
Kent S. Boes
Janice A. Bell (Alt.)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)
Daurice K. Smith **1/17/2023 – 1/16/2025**
Gary J. Evans (Alt.) **1/18/2022 – 1/7/2024**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)
Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
Gary J. Evans **appointed 1/17/2023**
Denise J. Carter – **Public Member appointed 1/17/2023**
Alternate Needed

Technical Advisory Committee (TAC) Appointments
Shall include one staff person from each county and one landowner representative from each county (2 year terms)
Staff Person: **Steve Geiger Term: 10/25/22 – 10/24/24**
Landowner Representative: **Hilary Reinhard Term: 03/29/22 – 03/28/24**

PASSAGES AREA III AGENCY OF AGING
(Added 10/25/22)
One member appointed by County Commission on Aging or Long Term Care Council or other County-wide organization representing seniors
Two members selected through open application approved by the Advisory Council Membership Committee
One Board of Supervisors representative

Elizabeth Kelly

Approved by the BOS 1/17/2023

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9560 : Designation of 2024 GSFA Board of Directors,

REGIONAL HOUSING AUTHORITY
Kent S. Boes **1/17/2023 – 1/16/2024**
John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**
(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term, non- elected appointees serves a 4 yrs. term)

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)
Daurice K. Smith
Kent S. Boes (Alt.)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)
Daurice K. Smith
Michael Azevedo (Alt.)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL
Gary J. Evans
J. Merced Corona (Alt.)

SIERRA SACRAMENTO EMS
J. Merced Corona
Daurice K. Smith (Alt.)

SITES JPA
Gary J. Evans
Michael Azevedo (Alt.)

SITES RESERVOIR COMMITTEE
Michael Azevedo
Gary J. Evans (Alt.)

TREASURY OVERSIGHT COMMITTEE
Kent S. Boes
J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA
J. Merced Corona
Wendy G. Tyler

TRINDEL JPA
Kaline Moore
Todd Manouse (Alt)

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9560 : Designation of 2024 GSFA Board of Directors,

Approved by the BOS 1/17/2023

COUNTY OF COLUSA, CA

7.3

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Designation of 2024 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors.

Designation of 2024 Delegate and Alternate Supervisors for the Golden State Connect Authority (GSCA) Board of Directors.

Detailed Description/Background of request

Annually, the Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2024 will be held on January 17, 2024.

GSCA requires that both the Delegate and Alternate designation be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA Conflict of Interest Code upon adoption y the Board, and file a Form 700.

Prior Board Action

Appointment is done every year
2023 Supervisor Smith was appointed as the Delegate and Supervisor Boes as the Alternate.

Fiscal Impact/Funding Source

None

Action for the Clerk

Email to Maggie Chui at mchui@rcrcnet.org or mail to: Rural County Representative of California, Attn: Maggie Chui, 1215 K Street, Suite 1650, Sacramento, CA 95814

ATTACHMENTS:

- GSCA 2024 MEMO & FORM (PDF)

- RCRC 2024 Meeting Calendar - FINAL 09222023 (PDF)
- 2023 Committees Commissions Boards and District Voting Assignments (PDF)

To: Members of the GSCA Board of Directors
GSCA Member County CAO's
GSCA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 16, 2023

Re: Designation of the 2024 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2024 will be held on January 17th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA 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

GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA Conflict of Interest Code upon adoption by the Board, and file a Form 700.

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

- GSCA Designation Form

Attachment: GSCA 2024 MEMO & FORM (9561 : Designation of 2024 GSCA Board of Directors, Delegate and Alternate)



Designation of 2024 Delegate and Alternate Supervisors for the

Golden State Connect Authority (GSCA) Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **Supervisor** _____

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Attachment: GSCA 2024 MEMO & FORM (9561 : Designation of 2024 GSCA Board of Directors, Delegate and Alternate)

RCRC AND AFFILIATED ENTITIES
2024 Meeting Calendar
All dates and locations are subject to change

January		
January 17	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
January 17	**RCRC Installation Reception**	Sacramento
January 18	CSAC Executive Committee	Sacramento
January 31 - February 2	CSAC Executive Committee Leadership Forum	San Diego County
February		
February 10-13	NACo Legislative Conference	Washington, DC
February 21	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
March		
March 7	CSAC Board Meeting	Sacramento
March 13	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
March 14	ESJPA Board Meeting	Sacramento
March 28	CSAC Executive Committee	Los Angeles Coun
April		
April 17-19	CSAC Legislative Conference	Sacramento
April 18	CSAC Board Meeting	Sacramento
April 24	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
May		
May 8-10	NACo WIR Conference	Mariposa County
May 22-24	**RCRC, GSFA & GSCA Board Meetings**	**Monterey County**
June		
June 19	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
June 20	ESJPA Board Meeting	Sacramento
TBD	CSAC Regional Meeting	TBD
July		
July 12-15	NACo Annual Conference	Tampa, Florida
July 24	**RCRC, GSFA & GSCA Board Meetings**	Sacramento
August		
August 8	CSAC Executive Committee	Sacramento
August 15	ESJPA Board Meeting	Sacramento
August 29	CSAC Board Meeting	Sacramento
September		
September 18-20	**RCRC Annual Meeting**	**Sonoma County**
September 20	**RCRC, GSFA & GSCA Board Meetings**	**Sonoma County**
TBD	CSAC Regional Meeting	TBD
October		
October 9-11	CSAC Executive Committee Retreat	TBD
October 17	ESJPA Board Meeting	Sacramento
November		
November 6	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
November 18-22	CSAC Annual Meeting	Los Angeles Coun

Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9561 : Designation of 2024 GSCA Board of Directors, Delegate and Alternate)

November 21	CSAC Board Meeting	Los Angeles Coun
<u>December</u>		
December 4-6	CSAC Officers Retreat	TBD
December 11	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
December 12	ESJPA Board Meeting	Sacramento

Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9561 : Designation of 2024 GSCA Board of Directors, Delegate and Alternate)

2023 Committees, Commissions, Boards, & District Voting Member Assignments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS
Kent S. Boes
Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

COMMUNITY ECONOMIC DEVELOPMENT STRATEGY (CEDS) (Established 1/3/23 5 year term)
Kent S. Boes **1/3/2023 – 1/2/2028**
Daurice K. Smith **1/3/2023 – 1/2/2028**

PRISM (Formerly CSAC E.I.A)
Todd Manouse
Kaline Moore (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE
Janice A. Bell
Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5
J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)
Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD
Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA
Daurice K. Smith
Gary J. Evans (Alt.)

COMMUNITY ACTION PARTNERSHIP
Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD
(Non-voting member)
Kent S. Boes

ECONOMIC DEVELOPMENT CORPORATION (EDC)
COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE
Gary J. Evans
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE
Chair (Also serves as Chair of Committee)
Kent S. Boes

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9561 : Designation of 2024 GSCA Board of Directors,

Approved by the BOS 1/17/2023

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334
Kent S. Boes **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell (Alt.) **1/17/2023 – 1/16/2027**

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

NATIONAL ASSOCIATION OF COUNTIES (NACo)
Kent S. Boes
Janice A. Bell (Alt.)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)
Daurice K. Smith **1/17/2023 – 1/16/2025**
Gary J. Evans (Alt.) **1/18/2022 – 1/7/2024**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)
Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
Gary J. Evans **appointed 1/17/2023**
Denise J. Carter – **Public Member appointed 1/17/2023**
Alternate Needed

Technical Advisory Committee (TAC) Appointments
Shall include one staff person from each county and one landowner representative from each county (2 year terms)
Staff Person: **Steve Geiger Term: 10/25/22 – 10/24/24**
Landowner Representative: **Hilary Reinhard Term: 03/29/22 – 03/28/24**

PASSAGES AREA III AGENCY OF AGING
(Added 10/25/22)
One member appointed by County Commission on Aging or Long Term Care Council or other County-wide organization representing seniors
Two members selected through open application approved by the Advisory Council Membership Committee
One Board of Supervisors representative

Elizabeth Kelly

Approved by the BOS 1/17/2023

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9561 : Designation of 2024 GSCA Board of Directors,

REGIONAL HOUSING AUTHORITY
Kent S. Boes **1/17/2023 – 1/16/2024**
John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**
(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term, non- elected appointees serves a 4 yrs. term)

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)
Daurice K. Smith
Kent S. Boes (Alt.)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)
Daurice K. Smith
Michael Azevedo (Alt.)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL
Gary J. Evans
J. Merced Corona (Alt.)

SIERRA SACRAMENTO EMS
J. Merced Corona
Daurice K. Smith (Alt.)

SITES JPA
Gary J. Evans
Michael Azevedo (Alt.)

SITES RESERVOIR COMMITTEE
Michael Azevedo
Gary J. Evans (Alt.)

TREASURY OVERSIGHT COMMITTEE
Kent S. Boes
J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA
J. Merced Corona
Wendy G. Tyler

TRINDEL JPA
Kaline Moore
Todd Manouse (Alt)

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9561 : Designation of 2024 GSCA Board of Directors,

Approved by the BOS 1/17/2023

COUNTY OF COLUSA, CA

7.4

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Designation of 2024 Delegate and Alternate for the Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

Designation of 2024 Delegate and Alternate for the Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

Detailed Description/Background of request

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2024 will be held on March 14, 2024.

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.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Prior Board Action

Appointment is done every year

Fiscal Impact/Funding Source

Action for the Clerk

Email to Maggie Chui at mchui@rcrcnet.org or mail to: Rural County Representative of California, Attn: Maggie Chui, 1215 K Street, Suite 1650, Sacramento, CA 95814

ATTACHMENTS:

- ESJPA 2024 MEMO & FORM (PDF)
- RCRC 2024 Meeting Calendar - FINAL 09222023 (PDF)

- 2023 Committees Commissions Boards and District Voting Assignments (PDF)

Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 16, 2023

Re: Designation of the 2024 ESJPA Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2024 will be held on March 14th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to ESJPA 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.

Furthermore, 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 Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org, or Staci Heaton, Deputy Executive Director, 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 2024 MEMO & FORM (9562 : Designation of 2024 ESJPA Board of Directors, Delegate and Alternate)

Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

Designation of 2024 Delegate and Alternates for the

Rural Counties' Environmental Services Joint Powers Authority (ESJPA)

Board of Directors

County: _____

Delegate:

- **Supervisor** _____

Alternate:

- **1st Alternate:** _____

  E-Mail: _____

- **2nd Alternate:** _____

  E-Mail: _____

AUTHORIZATION

Name, Title: _____

Date: _____

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.

Attachment: ESJPA 2024 MEMO & FORM (9562 : Designation of 2024 ESJPA Board of Directors, Delegate and Alternate)

RCRC AND AFFILIATED ENTITIES
2024 Meeting Calendar
All dates and locations are subject to change

January		
January 17	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
January 17	**RCRC Installation Reception**	Sacramento
January 18	CSAC Executive Committee	Sacramento
January 31 - February 2	CSAC Executive Committee Leadership Forum	San Diego County
February		
February 10-13	NACo Legislative Conference	Washington, DC
February 21	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
March		
March 7	CSAC Board Meeting	Sacramento
March 13	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
March 14	ESJPA Board Meeting	Sacramento
March 28	CSAC Executive Committee	Los Angeles Coun
April		
April 17-19	CSAC Legislative Conference	Sacramento
April 18	CSAC Board Meeting	Sacramento
April 24	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
May		
May 8-10	NACo WIR Conference	Mariposa County
May 22-24	**RCRC, GSFA & GSCA Board Meetings**	**Monterey County**
June		
June 19	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
June 20	ESJPA Board Meeting	Sacramento
TBD	CSAC Regional Meeting	TBD
July		
July 12-15	NACo Annual Conference	Tampa, Florida
July 24	**RCRC, GSFA & GSCA Board Meetings**	Sacramento
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August 15	ESJPA Board Meeting	Sacramento
August 29	CSAC Board Meeting	Sacramento
September		
September 18-20	**RCRC Annual Meeting**	**Sonoma County**
September 20	**RCRC, GSFA & GSCA Board Meetings**	**Sonoma County**
TBD	CSAC Regional Meeting	TBD
October		
October 9-11	CSAC Executive Committee Retreat	TBD
October 17	ESJPA Board Meeting	Sacramento
November		
November 6	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
November 18-22	CSAC Annual Meeting	Los Angeles Coun

Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9562 : Designation of 2024 ESJPA Board of Directors, Delegate and Alternate)

November 21	CSAC Board Meeting	Los Angeles Coun
December		
December 4-6	CSAC Officers Retreat	TBD
December 11	**RCRC, GSFA & GSCA Board Meetings**	**Sacramento**
December 12	ESJPA Board Meeting	Sacramento

Attachment: RCRC 2024 Meeting Calendar - FINAL 09222023 (9562 : Designation of 2024 ESJPA Board of Directors, Delegate and Alternate)

2023 Committees, Commissions, Boards, & District Voting Member Assignments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC) BOARD OF DIRECTORS
Kent S. Boes
Daurice K. Smith (Alt.)
(BOS Reappointed 10/24/23)

COMMUNITY ECONOMIC DEVELOPMENT STRATEGY (CEDS) (Established 1/3/23 5 year term)
Kent S. Boes **1/3/2023 – 1/2/2028**
Daurice K. Smith **1/3/2023 – 1/2/2028**

PRISM (Formerly CSAC E.I.A)
Todd Manouse
Kaline Moore (Alt)

CHILD SUPPORT LEADERSHIP ADVISORY COMMITTEE
Janice A. Bell
Wendy G. Tyler

CHILDREN AND FAMILIES COMMISSION/FIRST 5
J. Merced Corona

COLUSA BASIN DRAINAGE DISTRICT (4 Yr. Term)
Gary Evans **1/19/2021 – 1/18/2025**

COLUSA COUNTY PARTNERSHIP/COLUSA ONE STOP GOVERNING BOARD
Daurice K. Smith

COLUSA GROUNDWATER AUTHORITY JPA
Daurice K. Smith
Gary J. Evans (Alt.)

COMMUNITY ACTION PARTNERSHIP
Janice A. Bell
J. Merced Corona

DEPARTMENT OF MENTAL HEALTH SERVICES ADVISORY BOARD
(Non-voting member)
Kent S. Boes

ECONOMIC DEVELOPMENT CORPORATION (EDC)
COMMUNITY & ECONOMIC DEVELOPMENT UNIT (CDBG) COMMITTEE
Gary J. Evans
Daurice K. Smith

EMERGENCY MEDICAL CARE COMMITTEE
Chair (Also serves as Chair of Committee)
Kent S. Boes

Approved by the BOS 1/17/2023

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9562 : Designation of 2024 ESJPA Board of Directors,

GOLDEN STATE FINANCE AUTHORITY (GSFA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

GOLDEN STATE CONNECT AUTHORITY (GSCA) Board of Directors
Daurice K. Smith
Kent S. Boes (Alt.)

LOCAL AGENCY FORMATION COMMISSION (LAFCo) (4yr Term) Govt Code 56334
Kent S. Boes **1/19/2021 - 1/18/2025**
J. Merced Corona **1/19/2021 - 1/18/2025**
Janice A. Bell (Alt.) **1/17/2023 – 1/16/2027**

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

NATIONAL ASSOCIATION OF COUNTIES (NACo)
Kent S. Boes
Janice A. Bell (Alt.)

NORTHERN CALIFORNIA WATER ASSOCIATION (NCWA) (2yr Term)
Daurice K. Smith **1/17/2023 – 1/16/2025**
Gary J. Evans (Alt.) **1/18/2022 – 1/7/2024**

NORTHERN CENTRAL COUNTIES CONSORTIUM (WIB)
Daurice K. Smith

NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
Gary J. Evans **appointed 1/17/2023**
Denise J. Carter – **Public Member appointed 1/17/2023**
Alternate Needed

Technical Advisory Committee (TAC) Appointments
Shall include one staff person from each county and one landowner representative from each county (2 year terms)
Staff Person: **Steve Geiger Term: 10/25/22 – 10/24/24**
Landowner Representative: **Hilary Reinhard Term: 03/29/22 – 03/28/24**

PASSAGES AREA III AGENCY OF AGING
(Added 10/25/22)
One member appointed by County Commission on Aging or Long Term Care Council or other County-wide organization representing seniors
Two members selected through open application approved by the Advisory Council Membership Committee
One Board of Supervisors representative

Elizabeth Kelly

Approved by the BOS 1/17/2023

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9562 : Designation of 2024 ESJPA Board of Directors,

REGIONAL HOUSING AUTHORITY
Kent S. Boes **1/17/2023 – 1/16/2024**
John D. Loudon – Non-Elected **Term: 1/31/21 – 1/30/2025**
(Effective 1/31/2021, per amended Bylaws - elected appointees serve a 1 yr. term, non- elected appointees serves a 4 yrs. term)

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)
Daurice K. Smith
Kent S. Boes (Alt.)

RURAL COUNTIES-ENVIRONMENTAL SERVICES JOINT POWERS AUTHORITY (ESJPA)
Daurice K. Smith
Michael Azevedo (Alt.)

SACRAMENTO VALLEY BASIN WIDE AIR POLLUTION CONTROL COUNCIL
Gary J. Evans
J. Merced Corona (Alt.)

SIERRA SACRAMENTO EMS
J. Merced Corona
Daurice K. Smith (Alt.)

SITES JPA
Gary J. Evans
Michael Azevedo (Alt.)

SITES RESERVOIR COMMITTEE
Michael Azevedo
Gary J. Evans (Alt.)

TREASURY OVERSIGHT COMMITTEE
Kent S. Boes
J. Merced Corona

TRI-COUNTY REHABILITATION FACILITY JPA
J. Merced Corona
Wendy G. Tyler

TRINDEL JPA
Kaline Moore
Todd Manouse (Alt)

Attachment: 2023 Committees Commissions Boards and District Voting Assignments (9562 : Designation of 2024 ESJPA Board of Directors,

Approved by the BOS 1/17/2023

COUNTY OF COLUSA, CA

10.1

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: Real Property Negotiations

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

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: January 2, 2024

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: **Sitting As The Colusa County Flood Control And Water Conservation District Discussion and Possible Direction regarding Sites Reservoir and Establishment of a Zone of Benefit, as well as other items requiring Board input.**

Sitting As The Colusa County Flood Control And Water Conservation District
Discussion and Possible Direction regarding Sites Reservoir and Establishment of a Zone of Benefit, as well as other items requiring Board input.

Detailed Description/Background of request
On August 29, 2023 the Board received an update from the county's consultant. Since then work has been continuing with regard to development of the Zone of Benefit. This includes regular meetings with staff of the various water districts involved in the project, as well as having held our first landowner/participant meeting. There are a variety of issues staff would like to discuss with the Board to ensure we are moving in a direction that the Board desires.

Prior Board Action
Sept. 13, 2022 entered into contract No. C22-196
November 8, 2022 update
August 29, 2023 update and entered into contract No. C23-225

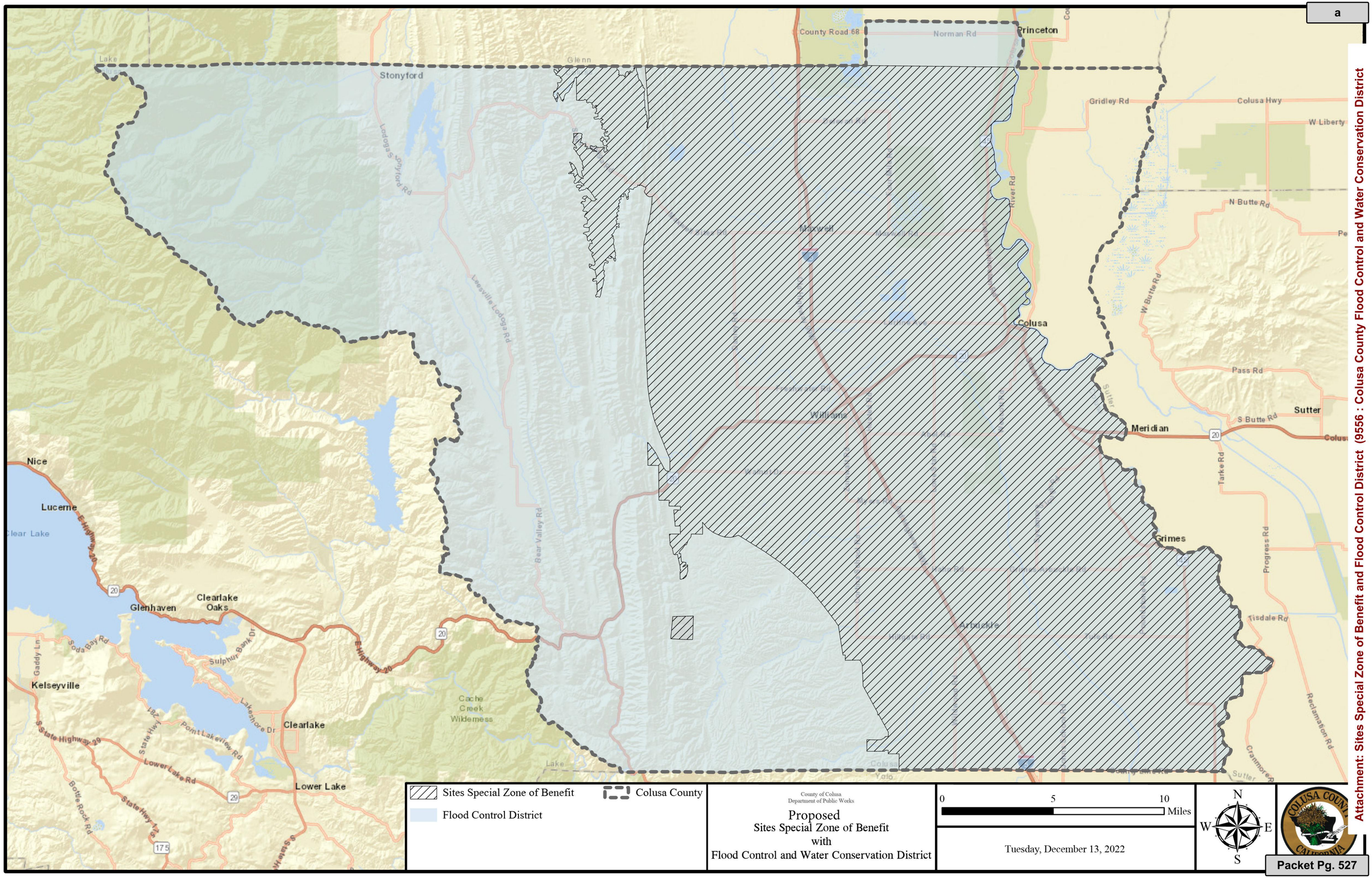
Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

ATTACHMENTS:

- Sites Special Zone of Benefit and Flood Control District (PDF)
- Sac Valley Ag Structure Summary 4855-5180-9314 v.2 (PDF)
- Westlaw - 131 full text items for California Statutes And Court Rules C.._ (003) (PDF)

a



Attachment: Sites Special Zone of Benefit and Flood Control District (9556 : Colusa County Flood Control and Water Conservation District

Based on the discussion on May 19, 2022 among various Sacramento Valley agricultural participants in the Sites Reservoir Project (the "Project"), including landowners proposing to participate in the Project ("Participating Landowners"), representatives of water districts which are currently Authority members or Reservoir Committee members (the "Districts") and representatives of the Sites Project Authority ("Sites"), below is a summary of a proposed legal and financial structure being considered for Participating Landowner participation in the Project. This summary is a draft only and is subject to review and comment by the Participating Landowners, the Districts, the Colusa County Flood Control and Water Conservation District ("CCFCWCD") and representatives of Sites. In addition, any proposed legal and financial structure will be subject to review, comment and acceptance by the Sites Board of Directors, the Sites Reservoir Committee, rating agencies and potential lenders, including the United States Environmental Protection Agency ("EPA"):

A CCFCWCD is proposed to serve as a regional entity to contract with Sites on behalf of both Participating Landowners within water districts not directly participating in the Project as well as Participating Landowners not within any water district (white areas);

B CCFCWCD would execute a Benefits and Obligation Contract on behalf of all Participating Landowners;

C CCFCWCD would create a zone of benefit including only Participating Landowners in Colusa County (the "County");

D After formation of the zone of benefit, CCFCWCD would annex into the zone of benefit land owned by Participating Landowners in Yolo County (including such annexed land, the "Zone of Benefit");

E A Zone of Benefit board would be formed by CCFCWCD made up of Participating Landowners which Zone of Benefit board would have primary responsibility for acting on behalf of Participating Landowners with respect to the Project, subject to ultimate control by the County Board of Supervisors acting as the governing board of the CCFCWCD; the relationship between the Zone of Benefit board and the County Board of Supervisors acting as the governing body of CCFCWCD would be determined in accordance with the statute creating CCFCWCD and as agreeable to CCFCWCD and the Participating Landowners;

F County staff would assist the Participating Landowners in the administration of the Zone of Benefit and other Project related activities pursuant to arrangements agreeable to the County, CCFCWCD and the Participating Landowners;

G CCFCWCD, as party to the Benefits and Obligation Contract with Sites, would receive capacity and other interests conveyed by Sites in the Project and would in turn convey sub-capacity and other interests to Participating Landowners pursuant to the agreement described in paragraph K below;

H CCFCWCD would be responsible for Proposition 218 proceedings related to approval of land based charges on property owned by Participating Landowners, including primary responsibility in determining that the land to be encumbered by the land based charges is sufficient to secure all obligations of such Participating Landowners (such

Attachment: Sac Valley Ag Structure Summary 4855-5180-9314 v.2 (9556 : Colusa County Flood Control and Water Conservation District

determination would be subject to review by Sites, the Reservoir Committee , rating agencies and potential lenders, including EPA);

I CCFCWCD would be responsible for determining whether additional security, including deeds of trust on Participating Landowners' land, may be necessary to assure the creditworthiness of the structure; such determination would be subject to review by Sites, the Reservoir Committee, rating agencies and potential lenders, including EPA;

J The obligation of CCFCWCD to pay to Sites the Participating Landowners' share of Sites debt service would be a CCFCWCD obligation but limited to land based charges collected by CCFCWCD from Participating Landowners only; the Benefits and Obligation Contract would expressly provide that no other funds or assets of CCFCWCD are available to pay to Sites for debt service;

K CCFCWCD would enter into agreements with Participating Landowners pursuant to which Participating Landowners would agree to pay Proposition 218 assessments, to pay water storage and water rates necessary to permit CCFCWCD to pay Sites for operation maintenance and other non-debt service costs; the Benefits and Obligation Contract with CCFCWCD would expressly provide that no other funds or assets of CCFCWCD are available to pay to Sites for operation and maintenance and other non-debt service costs;

L Sites would exercise remedies in accordance with the Benefits and Obligation Contract in the event of a default by CCFCWCD under its Benefits and Obligation Contract, including suspension or termination of Project water deliveries, water storage rights or rights to water in storage under the Benefits and Obligation Contract; [would there be an obligation of the CCFCWCD in the event of a default by a Participating Landowner to increase charges to non-defaulting Participating Landowners?];

M CCFCWCD would exercise remedies against defaulting Participating Landowners (including enforcement of Proposition 218 land based charges, foreclosure on deeds of trust, if any, enforcement of water storge and water rates through legal action and discontinuance of Project water and other services to defaulting Participating Landowners); and

N Currently no agreements are contemplated between CCFCWCD and districts in which Participating Landowners own land; Participating Landowners will be expected to make arrangement for wheeling and other services directly, not through CCFCWCD.

Attachment: Sac Valley Ag Structure Summary 4855-5180-9314 v.2 (9556 : Colusa County Flood Control and Water Conservation District

West's Annotated California Codes
Water Code Appendix
Chapter 123. Colusa County Flood Control and Water Conservation District Act

West's Ann.Cal.Water Code Ch. 123, App. Refs & Annos
Currentness

Editors' Notes

GENERAL NOTES

1995 Main Volume

<An act relating to water districts and, in this connection, to create the Colusa County Flood Control and Water Conservation District [Water Code App. §§ 123-1 to 123-800] to provide for water conservation, development of water resources, and control of drainage, storm, flood, and other waters, and prescribing its organization, powers, and duties. (Stats.1983, c. 926.)>

West's Ann. Cal. Water Code Ch. 123, App. Refs & Annos, CA WATER Ch. 123, App. Refs & Annos
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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c

West's Ann.Cal.Water Code App. § 123-1

§ 123-1. Short title

Currentness

Sec. 1. This act shall be known and may be cited as the Colusa County Flood Control and Water Conservation District Act.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-1, CA WATER App. § 123-1
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-20

§ 123-20. Findings; problems

Currentness

Sec. 20. The Legislature hereby finds that the water and drainage problems in Colusa County require countywide water conservation, development of water resources, and control of drainage, storm, flood, and other waters. The Legislature finds that these problems are not general or statewide. The Legislature further finds that agricultural and residential development over widespread portions of the county have created drainage problems which cannot be economically resolved through existing public entities within the county, that to adequately and feasibly conserve the water supply and control the drainage, storm, flood, and other waters of the county, it is necessary to have a political entity coextensive with the geographical limits of the entire county, and that the geography of the county is such that there are numerous drainage areas and noncontiguous watersheds therein. Investigation having shown conditions in the county to be peculiar to it, it is hereby declared that a general law cannot be made applicable to the county and that the enactment of this special law is necessary for the conservation, development, control, and use of water for the public good and for the protection of life and property within the county.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-20, CA WATER App. § 123-20
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 1. Introductory Provisions
Chapter 3. Creation and Territory

West's Ann.Cal.Water Code App. § 123-40

§ 123-40. Creation; name; boundaries

Currentness

Sec. 40. A flood control and water conservation district is hereby created to be called the Colusa County Flood Control and Water Conservation District. The district shall consist of all of the territory of the County of Colusa lying within the exterior boundaries of the county.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-40, CA WATER App. § 123-40
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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c

West's Ann.Cal.Water Code App. § 123-60

§ 123-60. Board of directors

Currentness

Sec. 60. “Board of directors” means the board of directors of the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-60, CA WATER App. § 123-60
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 1. Introductory Provisions
Chapter 4. Definitions

West's Ann.Cal.Water Code App. § 123-61

§ 123-61. Board of supervisors

Currentness

Sec. 61. “Board of supervisors” means the board of supervisors of the county.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-61, CA WATER App. § 123-61
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-62

§ 123-62. County

Currentness

Sec. 62. “County” means the County of Colusa of the State of California.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-62, CA WATER App. § 123-62
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 1. Introductory Provisions
Chapter 4. Definitions

West's Ann.Cal.Water Code App. § 123-63

§ 123-63. Eligible voter; a majority in number of the eligible voters

Currentness

Sec. 63. (a) For "resident voter elections," an "eligible voter" means any voter qualified to vote at county elections. "Resident voter election" means any election (1) to be held districtwide, (2) for the election of members of the board of directors, (3) to be held wholly or in part within the boundaries of an incorporated city, or (4) to be held within an area in which there are more than 100 persons qualified to vote at county elections at the time the resolution calling the election is adopted.

(b) For "landowner voter elections," an "eligible voter" means, a person who owns land within the area in which an election is to be held or the legal representative of the owner of land in the area in which the election is to be held. "Landowner voter election" means any district election other than an election specified in subdivision (a).

(c) For the purpose of determining the existence of a majority protest at hearings conducted in accordance with this act, "a majority in number of the eligible voters" shall mean (1) a majority of the voters residing within the affected area who are qualified to vote at county elections as of the date of the hearing for proposals in which the affected area (i) includes the entire district, (ii) includes in whole or in part an incorporated city, or (iii) has more than 100 persons qualified to vote at county elections, and (2) persons owning a majority of the assessed value of land within the area affected by the proposal, for proposals affecting areas other than those specified in paragraph (1).

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-63, CA WATER App. § 123-63
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C

West's Ann.Cal.Water Code App. § 123-64

§ 123-64. Evidence of indebtedness

Currentness

Sec. 64. “Evidence of indebtedness” means any warrant, note, or other evidence of indebtedness of the district or any zone.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-64, CA WATER App. § 123-64
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 1. Introductory Provisions
Chapter 4. Definitions

West's Ann.Cal.Water Code App. § 123-65

§ 123-65. General district election

Currentness

Sec. 65. “General district election” means the district election required to be held in each odd-numbered year to choose a successor for each elective officer, the term of whose office will expire at noon on the last Friday in November following the general district election.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-65, CA WATER App. § 123-65
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-66

§ 123-66. Legal representative

Currentness

Sec. 66. “Legal representative” means an official of a corporation, partnership, or any other nonpublic entity or association which owns land within the district, and means a guardian, executor, or administrator of the estate of the owner of land within the district who is appointed under the laws of this state, is entitled to possession of the estate's land, or is authorized by the appointing court to exercise the particular right, privilege, or immunity which he or she seeks to exercise.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-66, CA WATER App. § 123-66
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Ann.Cal.Water Code App. § 123-67

§ 123-67. Special election

Currentness

Sec. 67. “Special election” means an election held within the district, other than the general district election, called to fill a vacancy on the board of directors or to vote on a ballot question.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-67, CA WATER App. § 123-67
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-68

§ 123-68. Participating zone

Currentness

Sec. 68. “Participating zone” means one of two or more zones benefitting from the same project or projects.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-68, CA WATER App. § 123-68
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Ann.Cal.Water Code App. § 123-69

§ 123-69. Project

Currentness

Sec. 69. “Project” means a work and all of the activities related to or necessary for acquisition, construction, operation, and maintenance of a work, including, but not limited to, planning, design, financing, and administration.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-69, CA WATER App. § 123-69
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West's Ann.Cal.Water Code App. § 123-70

§ 123-70. Work; works

Currentness

Sec. 70. “Work” or “works” shall include, but shall not be limited to, any of the following: reservoirs, dams, and all conduits and facilities for the control, conservation, diversion, and transmission of water for beneficial uses; drains, levees, and all ditches and facilities for the control and disposal of drainage, storm, and flood waters within the district; power plants, transmission lines, and all facilities for the generation and distribution of hydroelectric power; and all necessary property interests and rights-of-way.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-70, CA WATER App. § 123-70
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-71

§ 123-71. Zone

Currentness

Sec. 71. “Zone” means an improvement district, assessment district, or zone of benefit of the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-71, CA WATER App. § 123-71
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-72

§ 123-72. Zone election

Currentness

Sec. 72. “Zone election” means an election held entirely within a zone or participating zone, conducted in the manner prescribed by the board of directors.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-72, CA WATER App. § 123-72
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 1. Introductory Provisions
Chapter 4. Definitions

West's Ann.Cal.Water Code App. § 123-73

§ 123-73. Zone of benefit

Currentness

Sec. 73. "Zone of benefit" means a zone of benefit formed under the provisions of Part 6 (commencing with Section 600).

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-73, CA WATER App. § 123-73
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 1. Introductory Provisions
Chapter 5. General Provisions

West's Ann.Cal.Water Code App. § 123-80

§ 123-80. District not subject to certain Government Code provisions; district defined

Currentness

Sec. 80. The Knox-Nisbet Act (Chapter 6.6 (commencing with Section 54773) of Part 1 of Division 2 of Title 5 of the Government Code) and the District Reorganization Act of 1965 (Division 1 (commencing with Section 56000) of Title 6 of the Government Code) shall not apply to the formation of the district or the formation or changes in the boundaries of any zone. For all other purposes, the district shall be a "district" as that term is defined in the District Reorganization Act of 1965.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-80, CA WATER App. § 123-80
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c

West's Ann.Cal.Water Code App. § 123-81

§ 123-81. Noncontiguous territory; annexation or detachment

Currentness

Sec. 81. Noncontiguous territory, either within or beyond the boundaries of the county, may be annexed to or detached from the district.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-81, CA WATER App. § 123-81
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Ann.Cal.Water Code App. § 123-82

§ 123-82. Automatic change in boundaries

Currentness

Sec. 82. The boundaries of the district shall be automatically changed in the event of a change in the boundaries of the county.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-82, CA WATER App. § 123-82
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 1. Introductory Provisions
Chapter 5. General Provisions

West's Ann.Cal.Water Code App. § 123-83

§ 123-83. Judicial actions; limitations

Currentness

Sec. 83. Any judicial action or proceeding to attack, review, set aside, void, annul, or challenge the validity or legality of the formation of a zone, any contract entered into by the district or a zone, any bond or evidence of indebtedness of the district or a zone, or any assessment, rate, or charge of the district or a zone shall be commenced within 60 days of the effective date thereof. Any such action or proceeding shall be brought pursuant to the provisions of Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. The district may bring an action pursuant to the provisions of Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure to determine the validity of any of the matters referred to in this section.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-83, CA WATER App. § 123-83
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix
Chapter 123. Colusa County Flood Control and Water Conservation District Act
Part 2. Internal Organization
Chapter 1. The Board of Directors

West's Ann.Cal.Water Code Ch. 123, Pt. 2, Ch. 1, App. Refs & Annos
Currentness

West's Ann. Cal. Water Code Ch. 123, Pt. 2, Ch. 1, App. Refs & Annos, CA WATER Ch. 123, Pt. 2, Ch. 1, App. Refs & Annos Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 2. Internal Organization
Chapter 1. The Board of Directors (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-200

§ 123-200. Board of supervisors; ex officio directors; compensation

Currentness

Sec. 200. Upon the formation of the district, the board of supervisors shall be ex officio the board of directors. Each member of the board of supervisors shall serve as a member of the board of directors without additional compensation, except for actual, necessary, and reasonable expenses.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-200, CA WATER App. § 123-200
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Ann.Cal.Water Code App. § 123-201

§ 123-201. Selection of directors

Currentness

Sec. 201. The board of supervisors acting ex officio as the board of directors may, upon the vote of at least four of its members, adopt a resolution either: (1) appointing a board of directors composed of one director for each supervisorial district in the county, each of whom shall be an eligible voter within the supervisorial district he or she is appointed to represent, and fixing a time and date on which the newly appointed directors shall take office, at which time the board of supervisors shall cease to be the ex officio board of directors, or (2) call a general district election or special election to fill the seats on the board of directors by election, in which event the board of supervisors shall cease to be the ex officio board of directors at the time the elected board of directors takes office.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-201, CA WATER App. § 123-201
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End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 2. Internal Organization
Chapter 1. The Board of Directors (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-202

§ 123-202. Appointment of directors; term of office

Currentness

Sec. 202. In the event that directors are appointed by the board of supervisors acting ex officio as the board of directors, they shall hold office until their successors take office following their election at the first general district election held after the appointment. At the first general district election of members of the board of directors, the directors elected from supervisorial districts 1, 3, and 5 shall be elected for a term of four years, and the directors elected from supervisorial districts 2 and 4 shall be elected for a term of two years.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-202, CA WATER App. § 123-202
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 2. Internal Organization
Chapter 1. The Board of Directors (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-203

§ 123-203. Election of directors; term of office; eligible voters

Currentness

Sec. 203. Except as otherwise provided for in this chapter, one director shall be elected from and by the eligible voters of each supervisorial district of the county for a four-year term. Directors shall not be elected on an at-large basis. Any change in the boundaries of supervisorial district shall not take effect for purposes of the election of directors until the next general district election or special election following the change. Each director, other than the board of supervisors acting ex officio as the board of directors, shall be an eligible voter of the supervisorial district which he or she represents at the time of appointment or nomination and during his or her entire term of office.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-203, CA WATER App. § 123-203
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West's Ann.Cal.Water Code App. § 123-204

§ 123-204. Oaths; bonds

Currentness

Sec. 204. Prior to taking office, each director shall take the official oath and execute such bond as may be set by the board of directors.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-204, CA WATER App. § 123-204
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West's Ann.Cal.Water Code App. § 123-205

§ 123-205. Vacancies

Currentness

Sec. 205. All vacancies occurring in the office of director shall be filled pursuant to Section 1780 of the Government Code.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-205, CA WATER App. § 123-205
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-206

§ 123-206. Compensation of directors

Currentness

Sec. 206. Each director, other than the board of supervisors acting ex officio as the board of directors, shall be entitled to receive compensation in an amount set by the board of directors and recorded in its official minutes, not to exceed one hundred dollars ($100) per day for each day's attendance at meetings of the board of directors or for each day's service rendered as a director by request of the board of directors, not exceeding a total of six days in any calendar month, together with actual, necessary, and reasonable expenses incurred in the performance of duties required or authorized by the board of directors.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-206, CA WATER App. § 123-206
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 2. Internal Organization
Chapter 1. The Board of Directors (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-207

§ 123-207. Chairman and vice-chairman

Currentness

Sec. 207. At its first meeting and at its regular meeting in January each year thereafter, the board of directors shall elect a chairman and vice chairman from its members.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-207, CA WATER App. § 123-207
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West's Ann.Cal.Water Code App. § 123-208

§ 123-208. Meetings

Currentness

Sec. 208. The board of directors shall hold one or more regular meetings each month at such time and place as it may set by resolution. No change in the date of the regular meeting shall be effective until notice thereof has been published in a newspaper of general circulation within the county at least seven days prior to the effective date of the change. Special meetings of the board of directors may be called and conducted in the manner provided for in the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-208, CA WATER App. § 123-208
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West's Ann.Cal.Water Code App. § 123-209

§ 123-209. Quorum

Currentness

Sec. 209. A majority of the board of directors shall constitute a quorum for the transaction of business.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-209, CA WATER App. § 123-209
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West's Ann.Cal.Water Code App. § 123-210

§ 123-210. Actions of board; majority vote

Currentness

Sec. 210. The vote of a majority of the directors present at any meeting attended by a quorum shall be necessary to take action, unless otherwise specified in this act or by law.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-210, CA WATER App. § 123-210
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West's Ann.Cal.Water Code App. § 123-220

§ 123-220. County employees; services for district

Currentness

Sec. 220. Any county employee designated by the board of supervisors shall be an ex officio employee of the district, and shall perform without additional compensation the same duties for the district as for the county in order to carry out the provisions of this act, during the time the board of supervisors serves ex officio as the board of directors. Thereafter, a county employee may serve as an ex officio employee of the district with the consent of the board of supervisors and the board of directors.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-220, CA WATER App. § 123-220
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 2. Internal Organization
Chapter 2. Other Officers and Employees

West's Ann.Cal.Water Code App. § 123-221

§ 123-221. Employment and appointment of agents, officers, employees, and consultants

Currentness

Sec. 221. The board of directors may employ and appoint any agents, officers, employees, and consultants as may be required, prescribe their duties, fix their salaries, and prescribe the terms and conditions of their employment.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-221, CA WATER App. § 123-221
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West's Annotated California Codes
Water Code Appendix
Chapter 123. Colusa County Flood Control and Water Conservation District Act
Part 3. Elections

West's Ann.Cal.Water Code Ch. 123, Pt. 3, App. Refs & Annos
Currentness

West's Ann. Cal. Water Code Ch. 123, Pt. 3, App. Refs & Annos, CA WATER Ch. 123, Pt. 3, App. Refs & Annos
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-300

§ 123-300. District elections; law governing

Currentness

Sec. 300. All district elections shall be conducted in conformance with the Uniform District Election Law (Part 3 (commencing with Section 23500) of Division 14 of the Elections Code), to the extent applicable, unless otherwise provided herein.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-300, CA WATER App. § 123-300
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West's Ann.Cal.Water Code App. § 123-301

§ 123-301. Eligible voters

Currentness

Sec. 301. Only eligible voters shall vote at district landowner voter elections. Each eligible voter in landowner voter elections shall have one vote for each one hundred dollars ($100) of assessed valuation or fraction thereof of land owned by him or her within the area in which the election is to be held. Assessed valuation shall be determined from the county's last equalized assessment roll. For land in multiple ownership, the owner shall designate in writing to the district, prior to the deadline set by the district, one owner of the land for voting purposes. Where applicable, the owner shall designate in writing, prior to the deadline set by the district, the legal representative who shall be entitled to vote on behalf of the owner.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-301, CA WATER App. § 123-301
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West's Ann.Cal.Water Code App. § 123-302

§ 123-302. Voting in person or by proxy

Currentness

Sec. 302. An eligible voter may vote at any district landowner voter election either in person or by a person duly appointed as his or her proxy.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-302, CA WATER App. § 123-302
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 3. Elections (Refs & Annos)
Chapter 1. General Provisions

West's Ann.Cal.Water Code App. § 123-303

§ 123-303. Appointment of proxy; revocation

Currentness

Sec. 303. No appointment of a proxy shall be valid, accepted, or vote allowed thereon at any district landowner voter election unless it is in writing, it is executed by the eligible voter who is entitled to cast the votes for which the proxy is given, it is notarized, and it specifies the election at which it is to be used. An appointment of a proxy shall be used only at the election specified. Every appointment of a proxy is revocable at the pleasure of the eligible voter who is entitled to cast the votes for which the proxy is given at any time before the person appointed as proxy shall have cast a ballot representing the votes for which the appointment was given.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-303, CA WATER App. § 123-303
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c

West's Ann.Cal.Water Code App. § 123-304

§ 123-304. Conduct of elections

Currentness

Sec. 304. Except as otherwise provided in this act, the county clerk shall conduct all elections within the district. The board of directors may, by resolution, determine that the district shall conduct an election and an officer designated by the district shall perform the duties of the county clerk in conducting the election.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-304, CA WATER App. § 123-304
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 3. Elections (Refs & Annos)
Chapter 1. General Provisions

West's Ann.Cal.Water Code App. § 123-305

§ 123-305. All-mailed ballot elections

Currentness

Sec. 305. The board of directors may, by resolution, direct that any district election be conducted by all-mailed ballot under the procedure for mailed ballot elections set forth in the Elections Code. If the general district election is to be conducted by all-mailed ballot, it shall be conducted in accordance with Section 23509.5 of the Elections Code. If a special election is to be conducted by all-mailed ballot, other than a special election consolidated with the general district election which is also to be conducted by all-mailed ballot, it may be conducted on any Tuesday, unless it is the day before or the day after a state holiday or unless it is one of the established election dates set forth in Section 2500 of the Elections Code. A resident voter special election to be conducted by all-mailed ballot may be consolidated with the general district election if it is also to be conducted by all-mailed ballot, and may be held on the date set forth in Section 23509.5 of the Elections Code.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-305, CA WATER App. § 123-305
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West's Ann.Cal.Water Code App. § 123-320

§ 123-320. General district elections; time

Currentness

Sec. 320. The general district election shall be held on the date provided for in the Uniform District Election Law for general district elections. The first general district election shall be held after the board of supervisors, acting ex officio as the board of directors, either appoints a board of directors or adopts a resolution calling the election as provided in Section 201.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-320, CA WATER App. § 123-320
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West's Annotated California Codes
Water Code Appendix
Chapter 123. Colusa County Flood Control and Water Conservation District Act
Part 3. Elections
Chapter 3. Special Elections

West's Ann.Cal.Water Code Ch. 123, Pt. 3, Ch. 3, App. Refs & Annos
Currentness

West's Ann. Cal. Water Code Ch. 123, Pt. 3, Ch. 3, App. Refs & Annos, CA WATER Ch. 123, Pt. 3, Ch. 3, App. Refs & Annos Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 3. Elections (Refs & Annos)
Chapter 3. Special Elections (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-340

§ 123-340. Special elections; dates

Currentness

Sec. 340. Special elections may be called and conducted in the same manner as the general district election within the entire district or an affected supervisorial district or zone. The special election shall be held on one of the established election dates set forth in Section 2500 of the Elections Code or, if conducted by all-mailed ballot, in the manner provided for in this act.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-340, CA WATER App. § 123-340
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C

Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 3. Elections (Refs & Annos)
Chapter 3. Special Elections (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-341

§ 123-341. Zone elections

Currentness

Sec. 341. In the alternative to calling a special election within a zone under the provisions of the Uniform District Elections Law, the board of directors may call a zone election for any of the following purposes: to elect a zone council or to vote on proposals for the issuance of bonds, the approval of projects, or the levy of benefit assessments affecting the zone. A zone election may be held on any Tuesday, unless it is the day before or the day after a state holiday or unless it is one of the established election dates set forth in Section 2500 of the Elections Code. A zone election shall be conducted in the manner prescribed by the board of directors in its resolution calling the zone election. The resolution shall, among other things, set forth the term of office for zone council members to be elected, the notice requirement for the election, the period during which nominations for zone council may be filed, whether the election shall be a resident voter or landowner voter election, and whether the election will be conducted by all-mailed ballot. Except to the extent provided to the contrary in the resolution, the zone election will be conducted in the same manner as special elections in the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-341, CA WATER App. § 123-341
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West's Annotated California Codes
Water Code Appendix
Chapter 123. Colusa County Flood Control and Water Conservation District Act
Part 4. Power and Purposes
Chapter 1. Powers Generally

West's Ann.Cal.Water Code Ch. 123, Pt. 4, Ch. 1, App. Refs & Annos
Currentness

West's Ann. Cal. Water Code Ch. 123, Pt. 4, Ch. 1, App. Refs & Annos, CA WATER Ch. 123, Pt. 4, Ch. 1, App. Refs & Annos Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-400

§ 123-400. Exercise of powers

Currentness

Sec. 400. The district shall have the power generally to perform all acts necessary or proper to carry out fully the provisions of this act.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-400, CA WATER App. § 123-400
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West's Ann.Cal.Water Code App. § 123-401

§ 123-401. Power to sue or be sued

Currentness

Sec. 401. The district may commence and maintain any action or proceeding to carry out its purposes or protect its interests and may defend any action or proceeding brought against it.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-401, CA WATER App. § 123-401
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West's Ann.Cal.Water Code App. § 123-402

§ 123-402. Contracts

Currentness

Sec. 402. The district may execute, by its chairman and secretary, all contracts and other documents necessary to carry out the powers and purposes of the district.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-402, CA WATER App. § 123-402
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West's Ann.Cal.Water Code App. § 123-403

§ 123-403. Perpetual succession

Currentness

Sec. 403. The district shall have perpetual succession.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-403, CA WATER App. § 123-403
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West's Ann.Cal.Water Code App. § 123-404

§ 123-404. Seal

Currentness

Sec. 404. The district shall have the power to adopt a seal and alter it at its pleasure.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-404, CA WATER App. § 123-404
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-405

§ 123-405. Powers and duties of directors

Currentness

Sec. 405. The powers of the district shall, except as otherwise provided, be exercised by the board of directors.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-405, CA WATER App. § 123-405
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West's Ann.Cal.Water Code App. § 123-406

§ 123-406. Special districts

Currentness

Sec. 406. As used in this section, "special district" means a city, irrigation district, water district, reclamation district, drainage district, or any other special district or mutual water company which has any of the powers enumerated in Sections 409, 410, 411, 412, 413, and 417. The district shall not exercise within the boundaries of a special district any power enumerated in Section 409, 410, 411, 412, 413, 415, or 417 which is common to the power of the special district, without the prior agreement of the governing body of the special district.

Credits

(Stats.1983, c. 926, § 1. Amended by Stats.1984, c. 224, § 1, eff. June 21, 1984.)

West's Ann. Cal. Water Code App. § 123-406, CA WATER App. § 123-406
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C

West's Ann.Cal.Water Code App. § 123-407

§ 123-407. Acquisition of property

Currentness

Sec. 407. The district shall have the power to take absolutely or on condition, by grant, purchase, gift, devise, lease, with or without the privilege of purchasing, or otherwise, real and personal property of every kind, of any interest in real or personal property within or outside of the district, necessary to the full exercise of its powers, and to hold, use, enjoy, and to lease or dispose of the same subject to the limitations set forth in this act.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-407, CA WATER App. § 123-407
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End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

KeyCite Red Flag - Severe Negative Treatment
KeyCite Red Flag Negative Treatment§ 123-408. Repealed by Stats.1984, c. 1128, § 183

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-408

§ 123-408. Repealed by Stats.1984, c. 1128, § 183

Currentness

West's Ann. Cal. Water Code App. § 123-408, CA WATER App. § 123-408
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-409

§ 123-409. Acquisition, storage, and distribution of water

Currentness

Sec. 409. The district shall have the power to do any and every lawful act necessary in order that sufficient water may be available for any present or future beneficial use or uses of the land or inhabitants within the district, including, but not limited to, the acquisition, storage, and distribution for irrigation, domestic, fire protection, municipal, commercial, industrial, and all other beneficial uses. Water which is surplus to the needs of the lands and inhabitants within the district may be made available for beneficial use outside the district.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-409, CA WATER App. § 123-409
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-410

§ 123-410. Control of drainage, flood, and storm waters

Currentness

Sec. 410. The district shall have the power to control drainage, flood, and storm water within the district and drainage, flood, and storm water of streams outside of the district which flow into the district; to conserve the water by storage and surface reservoirs, and to divert and transport the water for beneficial uses within the district; to release the water from surface reservoirs in order to replenish and augment the supply of water in natural underground reservoirs, to save or conserve in any manner all or any of the water; to reduce the waste of water; to provide subsurface drainage to alleviate conditions of high groundwater levels within the district; and to protect the watercourses, watersheds, public highways, and life and property within the district from damage from any such drainage, flood, or storm water.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-410, CA WATER App. § 123-410
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-411

§ 123-411. Engineering investigations and reports; authorization; implementation

Currentness

Sec. 411. The district shall have the power to authorize an engineering investigation and report on any existing or potential groundwater problem. The report shall include, but not be limited to, a description of the existing and potential future conditions of and changes in the depth, quality, yield, and operation of the groundwater basin in question. The investigation shall indicate any conditions and changes in the groundwater basin which are or will be detrimental or beneficial to overlying lands, and shall indicate the areal extent of the effects, which shall constitute the project area. The report shall offer recommendations of what actions, if any, could be initiated to improve groundwater conditions within the project area. Upon review of the report, if the board of directors determines that specific actions are necessary to improve groundwater conditions, notwithstanding the provisions of Section 642, those actions shall not be implemented unless approved by two-thirds of the votes cast in an election conducted among eligible voters within the project area. Any actions to be implemented shall give the following priority for use of groundwater:

(a) Use on overlying lands within the project area.

(b) Use on nonoverlying lands within the district.

(c) Export from the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-411, CA WATER App. § 123-411
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-412

§ 123-412. Hydroelectric energy production and transmission

Currentness

Sec. 412. The district shall have the power to construct, operate, and maintain works to develop hydroelectric energy and transmission lines for the conveyance thereof. The power generated may be used by the district for its purposes, or for the production or transmission of water, but shall not be offered for sale directly by the district to customers other than a public utility or public agency.

The power to construct, operate, and maintain works to develop hydroelectric energy shall not include, and nothing in this act shall be construed to permit, the acquisition of property already employed in the generation of hydroelectric energy for public utility purposes, except by mutual agreement between the district and the owner of that property.

Credits
(Stats.1983, c. 926, § 1. Amended by Stats.1984, c. 224, § 2, eff. June 21, 1984.)

West's Ann. Cal. Water Code App. § 123-412, CA WATER App. § 123-412
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-413

§ 123-413. Construction, purchase, lease, or acquisition of works, surface waters, and water rights

Currentness

Sec. 413. The district shall have the power within or outside the district to construct, purchase, lease, or otherwise acquire works, and to purchase, lease, appropriate, or otherwise acquire surface waters and water rights, useful and necessary to make use of water for any purposes authorized by this act.

The power to purchase, lease, or acquire water rights set forth in this section may be exercised only with regard to those rights that may be offered for sale, lease, or acquisition by the person possessing them. The power to appropriate water rights set forth in this section is restricted to those rights that are not appropriated by another at the time the power is exercised.

Credits

(Stats.1983, c. 926, § 1. Amended by Stats.1984, c. 224, § 3, eff. June 21, 1984.)

West's Ann. Cal. Water Code App. § 123-413, CA WATER App. § 123-413
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Ann.Cal.Water Code App. § 123-414

§ 123-414. Leases

Currentness

Sec. 414. Any property or work of the district may be leased for a use or purpose which the board finds will not interfere with or be inconsistent with district uses or purposes, upon terms which appear to the board to be for the best interests of the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-414, CA WATER App. § 123-414
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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C

West's Ann.Cal.Water Code App. § 123-415

§ 123-415. Eminent domain

Currentness

Sec. 415. The district may, within or outside the district within the state, acquire by purchase, condemnation, or other legal means all property or rights in property necessary or proper for district works and purposes of the district. Eminent domain proceedings may be brought by the district for these purposes pursuant to the provisions of Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-415, CA WATER App. § 123-415
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 1. Powers Generally (Refs & Annos)

West's Ann.Cal.Water Code App. § 123-416

§ 123-416. Operation and maintenance of works

Currentness

Sec. 416. The district shall have the power to operate and maintain any work. This power shall include the right to repair, modify, alter, adjust, and replace any work.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-416, CA WATER App. § 123-416
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Ann.Cal.Water Code App. § 123-417

§ 123-417. Surveys and investigations

Currentness

Sec. 417. The district shall have the power to make surveys and investigations for works relating to control of drainage, storm, and flood water within or flowing into the district, of the water supply and resources of the district, or for hydroelectric development. The district may carry on and perform technical and other investigations of all kinds, make measurements, collect data, and make analyses, studies, and inspections pertaining to water supply, water, water rights, use of water both within and outside of the district, or to the control of drainage, storm, and flood water both within and which now flow into the district, or to hydroelectric development. For these purposes, the district shall have the right of access through its authorized representative to all properties within the district.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-417, CA WATER App. § 123-417
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Ann.Cal.Water Code App. § 123-418

§ 123-418. Dissemination of information

Currentness

Sec. 418. The district may disseminate information to the public concerning the rights, properties, and activities of the district.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-418, CA WATER App. § 123-418
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 2. Rates and Charges

West's Ann.Cal.Water Code App. § 123-440

§ 123-440. Resolution fixing rates and charges; publication

Currentness

Sec. 440. The board of directors shall, by resolution following notice and public hearing, fix rates and charges for services provided by the district, reflecting the reasonable cost and value of providing the service. The resolution shall be published one time in a newspaper of general circulation in the district at least seven days before the effective date of the rate or charge.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-440, CA WATER App. § 123-440
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 2. Rates and Charges

West's Ann.Cal.Water Code App. § 123-441

§ 123-441. Standby or carrying charges

Effective: January 1, 2008
Currentness

Sec. 441. The district shall have authority, by resolution pursuant to the notice, protest, and hearing procedures in Section 53753 of the Government Code, to levy a standby or carrying charge against each acre of land or fraction thereof to which a service provided by the district is available, irrespective of whether the service is actually used. The standby or carrying charge shall not exceed ten dollars ($10) per acre or fraction per year, unless the standby charge is imposed pursuant to the Uniform Standby Charge Procedures Act (Chapter 12.4 (commencing with Section 54984) of Part 1 of Division 2 of Title 5 of the Government Code). However, no standby or carrying charge for water service shall be applied to lands situated more than one-quarter of a mile from an available main or service connection. The resolution shall be published one time in a newspaper of general circulation in the district at least seven days before the effective date of the standby charge.

If the procedures set forth in this section as it read at the time a standby charge was established were followed, the district may, by resolution, continue the charge pursuant to this section in successive years at the same rate. If new, increased, or extended assessments are proposed, the district shall comply with the notice, protest, and hearing procedures in Section 53753 of the Government Code.

Credits
(Stats.1983, c. 926, § 1. Amended by Stats.2007, c. 27 (S.B.444), § 53.)

West's Ann. Cal. Water Code App. § 123-441, CA WATER App. § 123-441
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Ann.Cal.Water Code App. § 123-442

§ 123-442. Liens

Currentness

Sec. 442. Rates and charges, including standby charges, when due are a lien on the landowner's land to whom the service is provided or made available, in the nature of assessments, and may be collected and enforced in the manner provided in this act for the collection and enforcement of assessments.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-442, CA WATER App. § 123-442
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 2. Rates and Charges

West's Ann.Cal.Water Code App. § 123-443

§ 123-443. Payment in advance; delinquent rates and charges; penalties and interest

Currentness

Sec. 443. Rates and charges, including standby charges, may be made payable in advance. The district may, by resolution, provide that rates and charges which remain unpaid for a period of not less than 30 days after they have become due shall be delinquent, and a one-time penalty not in excess of 10 percent shall be added on each charge as it becomes delinquent, and all delinquent rates and charges and penalties shall bear interest at a rate not in excess of 18 percent per year.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-443, CA WATER App. § 123-443
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Ann.Cal.Water Code App. § 123-460

§ 123-460. District powers

Currentness

Sec. 460. The district shall have the power to cooperate and contract with the United States, the State of California, or any department or agency of either, or with any other district or political subdivision of the state empowered by law to appropriate water and deliver water to users, or control drainage, storm, flood or other waters, for the purposes of acquisition, construction, purchase, extension, operation, or maintenance of works, whether for irrigation, drainage, flood control, water conservation, hydroelectric development, or any other beneficial use of water, or for a water supply for any beneficial use, or for the carrying out of any of the purposes of the district, and to carry out and perform the terms of any contract so made.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-460, CA WATER App. § 123-460
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 4. Power and Purposes
Chapter 4. Rules and Regulations

West's Ann.Cal.Water Code App. § 123-480

§ 123-480. Adoption of rules and regulations; violations

Currentness

Sec. 480. The board of directors shall have authority to adopt, by ordinance, reasonable rules and regulations to implement the provisions of this act. Any person guilty of violating any provisions of the rules and regulations shall be guilty of a misdemeanor.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-480, CA WATER App. § 123-480
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 1. Funds and Accounts

West's Ann.Cal.Water Code App. § 123-500

§ 123-500. Deposit of funds; disbursement

Currentness

Sec. 500. Any funds of the district may be deposited in the county treasury subject to disbursement as county funds are disbursed, provided that the disbursal shall be pursuant to the provisions of this act, under the direction of the county auditor or such other fiscal officer as is appointed by the board of directors.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-500, CA WATER App. § 123-500
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

C

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 1. Funds and Accounts

West's Ann.Cal.Water Code App. § 123-501

§ 123-501. Separate funds and accounts

Currentness

Sec. 501. The district may establish and maintain any separate funds and accounts which it deems necessary in carrying out its powers and purposes under this act.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-501, CA WATER App. § 123-501
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

c

West's Ann.Cal.Water Code App. § 123-502

§ 123-502. Transfers

Currentness

Sec. 502. The district may make any transfers, for the purposes of a loan, from one fund to another fund of the district, or from one fund to another fund of a zone, upon such terms and conditions as the board of directors deems appropriate and to the extent permitted by law.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-502, CA WATER App. § 123-502
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 1. Funds and Accounts

West's Ann.Cal.Water Code App. § 123-503

§ 123-503. Investments

Currentness

Sec. 503. The county auditor or other fiscal officer appointed by the board of directors may invest any funds of the district or zone in any security, debenture, bond, or deposit permitted and allowed by law for the investment of funds of a political subdivision of the state.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-503, CA WATER App. § 123-503
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 2. Improvement Bonds

West's Ann.Cal.Water Code App. § 123-520

§ 123-520. Issuance of improvement bonds

Currentness

Sec. 520. The district shall have the power, in any year, to issue improvement bonds in accordance with and pursuant to the provisions and procedures of the Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways Code), the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code), the Municipal Improvement Act of 1913 (Division 12 (commencing with Section 10000) of the Streets and Highways Code), or the Refunding Assessment Bond Act of 1935 (Chapter 732) of the Statutes of 1935).

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-520, CA WATER App. § 123-520
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-525

§ 123-525. Special benefit bonds; resolutions; hearings

Currentness

Sec. 525. The board of directors may determine that a bonded indebtedness should be incurred to pay the cost of any project which will confer a special benefit on the district as a whole, or a special benefit on any zone or participating zone. The principal and interest on the special benefit bonds shall be paid by revenue derived from an annual benefit assessment levied on the land benefited by the project for which the bonds were issued in the manner set forth in Chapter 1 (commencing with Section 700) of Part 7. Before adopting a resolution issuing special benefit bonds, the board of directors shall adopt a resolution of intention stating the intention to issue the special benefit bonds, the proposed amount of the bonds, the proposed denomination and maximum rate of interest of the bonds, a description of the proposed project for which the bonds shall be issued, and a description of the area which shall receive a special benefit from the proposed project and in which special benefits shall be levied to pay the principal and interest on the bonds. The resolution shall also state the time and place for a hearing by the board of directors on the proposal, at which time any interested person may appear and be heard.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-525, CA WATER App. § 123-525
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-526

§ 123-526. Notice of hearing; written protests; elections

Currentness

Sec. 526. Notice of the hearing shall be given by publishing a copy of the resolution of intention in a newspaper of general circulation published in the district, pursuant to Section 6066 of the Government Code, the first publication to be at least 14 days prior to the time fixed for the hearing. The hearing may be consolidated with a hearing on any other proposal affecting the same area. At the time and place so fixed, or at any time or place to which the hearing is continued, the board of directors shall hold the hearing provided for by the resolution, at which time any interested person may appear and be heard concerning any matter set forth in the resolution or any matter material thereto. Upon the conclusion of the hearing, the board may abandon the proposal, or order the election on the proposal within the area affected, unless prior to the conclusion of the hearing, or any continued hearing, written protest against the proposal signed by a majority in number of the eligible voters within the affected area are filed with the board, in which event further proceedings relating to the proposal shall be suspended for not less than six months following the date of the conclusion of the hearing. If there is no majority protest, the board of directors shall not proceed with the proposal before holding an election within the affected area. A majority of the votes cast at the election shall be required to approve the proposal to issue the bonds.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-526, CA WATER App. § 123-526
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-527

§ 123-527. Defects or irregularities in proceedings

Currentness

Sec. 527. Any defect or irregularity in the proceedings in the calling or conduct of the special bond election shall not affect the validity of the bonds authorized by the election.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-527, CA WATER App. § 123-527
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-528

§ 123-528. Form of bonds; interest; payment

Currentness

Sec. 528. The board of directors shall, pursuant to the provisions of this act, prescribe by resolution the form of the bonds, which shall include a designation of the district, zone, or participating zone affected, and of the interest coupons attached thereto. The bonds shall be payable annually or semiannually at the discretion of the board each and every year on a day and date at a place or places to be fixed by the board and designated in the bonds, together with interest on all sums unpaid on that date until the whole of the indebtedness shall be paid.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-528, CA WATER App. § 123-528
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-529

§ 123-529. Multiple series; maturity dates

Currentness

Sec. 529. The board of directors may divide the principal amount of any issue into two or more series and fix different dates for the bonds of each series. The bonds of one series may be made payable at different times from those of another series. The maturity of each series shall comply with this section. The board may fix a date not more than two years from the date of issuance for the earliest maturity of each issue or series.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-529, CA WATER App. § 123-529
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West's Ann.Cal.Water Code App. § 123-530

§ 123-530. Denominations

Currentness

Sec. 530. The bonds shall be issued in such denomination as the board of directors shall determine.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-530, CA WATER App. § 123-530
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c

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West's Ann.Cal.Water Code App. § 123-531

§ 123-531. Time and place of payment

Currentness

Sec. 531. The bonds shall be payable on the date at the place fixed in the bonds, and at the interest rate specified in the bonds, and shall be made payable annually or semiannually.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-531, CA WATER App. § 123-531
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-532

§ 123-532. Numbering; signatures

Currentness

Sec. 532. The bonds shall be numbered consecutively and shall be signed by the chairman of the board of directors and countersigned by the auditor or other fiscal officer of the district, and the seal of the district shall be affixed thereto. Either or both signatures may be printed, engraved, or lithographed.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-532, CA WATER App. § 123-532
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West's Ann.Cal.Water Code App. § 123-533

§ 123-533. Interest coupons

Currentness

Sec. 533. The interest coupons, if any, of the bonds shall be numbered consecutively and signed by the auditor or other fiscal officer, or by his or her printed, engraved or lithographed signature.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-533, CA WATER App. § 123-533
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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-534

§ 123-534. Deposit of proceeds; unexpended bond proceeds

Currentness

Sec. 534. The proceeds from the sale of bonds shall be paid into the district treasury, placed to the credit of the project fund, and expended only for the purpose for which the indebtedness was created. In the alternative, the proceeds of the sale of the bonds may be placed in the treasury of the county to the credit of the district and the respective zone, or participating zones thereof, for the uses and purposes of the district, zone, or participating zones voting the bonds, and the proper record of the transaction shall be placed upon the books of the county treasurer, and the bond funds shall be applied exclusively to the purposes and objects mentioned in the resolution calling for the special bond election, subject to the provisions of this act. Payments from bond funds shall be made upon demands prepared, presented, allowed, and audited in the same manner as demands upon the funds of the district. Unexpended bond proceeds may be invested in any manner permitted by law for district investments, and any interest earned thereon shall be credited to the project fund and expended only for the purpose for which the indebtedness was created.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-534, CA WATER App. § 123-534
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-535

§ 123-535. Payment from revenues; liability of zones

Currentness

Sec. 535. Any bonds issued under the provisions of this chapter, and the interest thereon, shall be paid solely by revenue derived from annual benefit assessments levied as provided in this act. No zone nor the property therein shall be liable for the bonded indebtedness of any other zone, nor shall any moneys derived from assessments in any of the several zones be used in payment of principal, or interest, or otherwise, of the bonded indebtedness chargeable to any other zone.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-535, CA WATER App. § 123-535
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-536

§ 123-536. Additional bonds

Currentness

Sec. 536. Whenever bonds have been authorized by the district, and the proceeds of the sale thereof have been expended as authorized, and the board of directors shall by resolution determine that additional bonds shall be issued for carrying out any of the purposes of this act, the board of directors may again proceed as provided in this chapter for the issuance of bonds.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-536, CA WATER App. § 123-536
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-537

§ 123-537. Refunding bonds

Currentness

Sec. 537. The board of directors may by resolution determine that new bonds should be issued for the purpose of refunding any or all of the bonds outstanding of the district or any zone or participating zone. The procedure shall be the same as the procedure upon an original issue of bonds. The refunding bonds may be issued and sold in the manner and form prescribed for an original issue of bonds, and may, if the holders of bonds of an original issue and the board of directors so agree, be exchanged for the original bonds; provided, that the face value of the refunding bonds so exchanged shall not exceed the face value of the original bonds. The board of directors may raise money to pay principal and interest of the refunding bonds in the same manner as prescribed for the payment of bonds of an original issue.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-537, CA WATER App. § 123-537
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-538

§ 123-538. Bonds made callable by resolution

Currentness

Sec. 538. Any bonds, original or refunding, may be made callable by resolution of the board of directors adopted at, or prior to, the time of issuing the bonds, and providing for the calling and redemption of the bonds, in numerical order, or by lot, on any interest payment date prior to their fixed maturity, at a premium not exceeding 6 percent above the par value thereof and accrued interest. If any bonds are so made callable, a statement to that effect shall be set forth on the face of the bond. Notice of any redemption shall be published in the district pursuant to Section 6063 of the Government Code. The first publication of the notice shall be not less than 30 nor more than 90 days prior to the date for the redemption. After the date fixed for the redemption, if the district shall have provided funds available for payment of the principal and interest of the bonds so called, interest on the bonds shall thereafter cease.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-538, CA WATER App. § 123-538
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-539

§ 123-539. Public sale of bonds; notice; bids

Currentness

Sec. 539. The bonds shall be sold at a public sale to the lowest bidder, after notice of the sale has been given by publication in the district, pursuant to Section 6061 of the Government Code, at least one week prior to the sale and after any other notice which the board of directors may deem proper.

The manner of making, submitting, and opening bids, and conducting the sale, and the terms thereof, shall be determined by the board of directors. The board is hereby given the right to reject any and all bids which in the judgment of the board are not in the best interest of the district. If no bids are received, or if all bids are rejected, the board may either readvertise or sell the bonds at private sale.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-539, CA WATER App. § 123-539
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-540

§ 123-540. Failure of proposal; waiting period before new bond election

Currentness

Sec. 540. Should a proposition for issuing bonds submitted at any election under this chapter fail to receive the requisite number of votes of the eligible voters voting at the election to incur the indebtedness for the purpose specified, the board of directors shall not for six months after the election, call or order another election in the same area for incurring indebtedness and issuing bonds under this chapter, for the same objects and purposes.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-540, CA WATER App. § 123-540
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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c

Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-541

§ 123-541. Tax exemption

Currentness

Sec. 541. Any bond issued under the provisions of this chapter shall be free and exempt from all taxation within the State of California. It is hereby declared that the district is a district within the meaning of Section 1 ¾ of Article XIII and Section 13 of Article XI of the California Constitution.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-541, CA WATER App. § 123-541
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-542

§ 123-542. Legal investments

Currentness

Sec. 542. Any bond issued under the provisions of this chapter shall be legal investments for all trust funds, and for the funds of all insurance companies, banks both commercial and savings, and trust companies, for state school funds, and whenever any money or funds may by law now or hereafter enacted be invested in bonds of cities, cities and counties, counties, school districts, or municipalities in the State of California, the money or funds may be invested in bonds of the district, issued in accordance with the provisions of this act, and whenever bonds of cities, cities and counties, counties, school districts or municipalities, may by law now or hereafter enacted be used as security for the performance of any act, the bonds of the district may be so used.

This section is intended to be and shall be considered the latest enactment with respect to the matters herein contained.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-542, CA WATER App. § 123-542
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-543

§ 123-543. Repeal or amendment of act

Currentness

Sec. 543. The repeal or amendment of this act, or the dissolution or change in the boundaries of the district or any zone or participating zone shall not in any way affect or release any of the land in the district or zone from its liability on or from the obligations of any outstanding bonds or indebtedness or contracts for which the land is in any way security, until all the bonds and outstanding indebtedness and contracts have been fully paid or discharged.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-543, CA WATER App. § 123-543
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 3. Special Benefit Bonds

West's Ann.Cal.Water Code App. § 123-544

§ 123-544. Application of chapter

Currentness

Sec. 544. The provisions of this chapter shall apply only to the issuance of special benefit bonds issued in accordance with the provisions of this chapter.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-544, CA WATER App. § 123-544
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 4. Revenue Bonds

West's Ann.Cal.Water Code App. § 123-550

§ 123-550. Issuance of revenue bonds; enterprise

Currentness

Sec. 550. If the board of directors by resolution determines that a bonded indebtedness to pay for the acquisition or construction of any project or work for any purposes of the district, zone, or participating zone or for refunding any outstanding bonds, should be incurred and can be repaid and liquidated as to both principal and interest from revenues designated by the board, the district is authorized and shall have the power to define the project or work as an "enterprise" consistent with the definition in Section 54309 of the Government Code, and to issue revenue bonds all in the manner and as provided in the Revenue Bond Law of 1941, and for such purpose the district shall be considered a "local agency," as defined in Section 54307 of the Government Code.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-550, CA WATER App. § 123-550
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-560

§ 123-560. Borrowing authority

Currentness

Sec. 560. The district may borrow money and incur indebtedness in the manner set forth in this chapter by action of the board of directors and without the necessity of calling and holding an election in the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-560, CA WATER App. § 123-560
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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C

West's Ann.Cal.Water Code App. § 123-561

§ 123-561. Purpose of indebtedness

Currentness

Sec. 561. Indebtedness may be incurred pursuant to this chapter for any purpose for which the district is authorized to expend funds.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-561, CA WATER App. § 123-561
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 5. Short-Term Borrowing

West's Ann.Cal.Water Code App. § 123-562

§ 123-562. Warrants evidencing indebtedness; interest

Currentness

Sec. 562. Indebtedness incurred under this chapter shall be evidenced by warrants of the district payable not to exceed five years from their date and bearing interest at a rate not to exceed the maximum interest permitted for the sale of bonds of the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-562, CA WATER App. § 123-562
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 5. Short-Term Borrowing

West's Ann.Cal.Water Code App. § 123-563

§ 123-563. Resolution; form; maturity dates; manner of execution

Currentness

Sec. 563. The warrants shall be issued by the district after the adoption by a four-fifths vote of all of the members of the board of directors of a resolution setting forth the form of the warrant, the maturity date or dates thereof, and the manner of execution thereof.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-563, CA WATER App. § 123-563
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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c

Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 5. Short-Term Borrowing

West's Ann.Cal.Water Code App. § 123-564

§ 123-564. Call and redemption

Currentness

Sec. 564. The board of directors may in its resolution provide that the warrant shall be subject to call and redemption prior to maturity, at the option of the district, at such price as may be fixed in the resolution, not exceeding a premium of 6 percent of the par value of the warrants so subject to redemption. The resolution shall fix a method of giving notice of redemption to the holders of warrants to be redeemed and the price at which the warrants shall be subject to redemption. Warrants so subject to call and redemption prior to maturity shall contain a recital to that effect on their face.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-564, CA WATER App. § 123-564
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 5. Short-Term Borrowing

West's Ann.Cal.Water Code App. § 123-565

§ 123-565. Bids; notice; sale below par value

Currentness

Sec. 565. The warrants issued shall be offered for public sale upon notice inviting sealed bids therefor. The notice shall be given by publication once in a newspaper of general circulation in the county and the sale shall not be held before 10 days after the publication. The board of directors may reject all bids received on public sale and either readvertise or sell the warrants at private sale. The district may sell the warrants at a price below par value not to exceed 6 percent of the par value thereof.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-565, CA WATER App. § 123-565
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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c

Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 6. County Funding

West's Ann.Cal.Water Code App. § 123-580

§ 123-580. Grants from county general fund; purposes

Currentness

Sec. 580. For the purpose of supplementing the general operating revenues of the district, upon request made by the board of directors, the board of supervisors is authorized to grant funds from the county general fund to the district without reimbursement from the district, for use for any purpose of the district for which the county is itself authorized to expend funds, and including, but not limited to, expenses incurred or estimated to be incurred during the next fiscal year for each of the following:

(a) The formation and administration of the district.

(b) The preparation of a comprehensive water resources and drainage management plan for the district for coordinating and managing the supply and distribution of water for all beneficial uses within the district and for coordinating and managing the control and disposal of drain, flood, and storm water within the district, and the formation of zones within the district for those purposes.

(c) The acquisition, development, distribution, and sale of water to the inhabitants of the district for all beneficial uses, including the acquisition of water rights by purchase or condemnation and the acquisition, construction, repair, operation, and maintenance of works therefor.

(d) The acquisition, construction, repair, operation, and maintenance of works for control and disposal of drain, storm, and flood water within the district.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-580, CA WATER App. § 123-580
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 6. County Funding

West's Ann.Cal.Water Code App. § 123-581

§ 123-581. Separate accounts; demonstration of purposes of expenditures

Currentness

Sec. 581. The district shall keep any county funds in a separate account and, upon demand of the county, demonstrate that expenditures made therefrom were used only for the purposes enumerated in this chapter.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-581, CA WATER App. § 123-581
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 7. Maximum Interest and Discount Rates

West's Ann.Cal.Water Code App. § 123-590

§ 123-590. Maximum interest rate

Currentness

Sec. 590. Notwithstanding any other provision of law, a bond or evidence of indebtedness of the district, or zone or participating zone, as defined in this act, may bear interest at a rate or rates as determined by the board of directors in its discretion, but not to exceed 12 percent per year, unless some higher rate is permitted by law.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-590, CA WATER App. § 123-590
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 5. Financial Provisions
Chapter 7. Maximum Interest and Discount Rates

West's Ann.Cal.Water Code App. § 123-591

§ 123-591. Maximum discount rates

Currentness

Sec. 591. In addition to interest paid on a bond or evidence of indebtedness of the district, the board of directors in its discretion may sell the bond or evidence of indebtedness at less than its par or face value not to exceed 6 percent of the par or face value thereof.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-591, CA WATER App. § 123-591
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 1. Formation of Zones

West's Ann.Cal.Water Code App. § 123-600

§ 123-600. Improvement districts; assessment districts; formation

Currentness

Sec. 600. Improvement districts may be formed in the district in the same manner as improvement districts are formed in irrigation districts under the provisions of Part 7 (commencing with Section 23600) of Division 11 of the Water Code. In the alternative, improvement districts may be formed in the same manner as zones of benefit. Assessment districts may be formed in the district under the provisions of the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code), and the Municipal Improvement Act of 1913 (Division 12 (commencing with Section 10000) of the Streets and Highways Code). Improvement districts and assessment districts may be formed within the boundaries of any zone of benefit.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-600, CA WATER App. § 123-600
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 1. Formation of Zones

West's Ann.Cal.Water Code App. § 123-601

§ 123-601. Annexation or detachment of land; petitions; hearings; conditions

Currentness

Sec. 601. If at any time it is desired to annex land to, or detach land from, a zone, a petition for that purpose signed by the owners of the land to be annexed or detached shall be filed with the board of directors, who shall commence proceedings thereon. In the alternative, the board of directors may initiate a proposal for a zone annexation or detachment. The board shall conduct a hearing on the proposal with the same notice and in the same manner as the hearing on the affected zone. For purposes of protests and an election on the proposal, the affected area shall consist of the land to be annexed to or detached from the zone. The board of directors may prescribe any reasonable condition to which the annexation or detachment shall be subject, if approved.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-601, CA WATER App. § 123-601
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West's Ann.Cal.Water Code App. § 123-602

§ 123-602. Zones of benefit

Currentness

Sec. 602. The board of directors may establish zones of benefit within the district without reference to the boundaries of other zones. The land comprising a zone of benefit need not be contiguous. A zone of benefit shall be established only with respect to a project for the benefit of the zone of benefit and proceedings for the establishment of the zone of benefit may be conducted concurrently with, and as a part of, proceedings for the instituting of projects relating to the zone of benefit, the issuance of special benefit bonds, and the levy of benefit assessments.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-602, CA WATER App. § 123-602
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End of Document

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 1. Formation of Zones

West's Ann.Cal.Water Code App. § 123-603

§ 123-603. Resolutions of intention; formation of zone of benefit; contents

Currentness

Sec. 603. Whenever the board of directors determines that a zone of benefit should be formed for the purposes set forth in this chapter, the board shall adopt a resolution of intention which shall state the following:

(a) The intention of the board to form the proposed zone of benefit.

(b) The purpose for which the proposed zone of benefit is to be formed.

(c) The estimated expense of carrying out the purpose, if known.

(d) That assessments for carrying out the purpose shall be levied exclusively upon the lands in the proposed zone of benefit.

(e) That a map showing the exterior boundaries of the proposed zone of benefit, which map shall govern for all details as to the extent of the proposed zone of benefit, is on file with the district secretary and is available for inspection by any interested person or persons.

(f) The time and place for a hearing by the board on the formation on the proposed zone of benefit, the extent thereof, the purpose for which it is to be formed, the benefit to land within the proposed zone of benefit from carrying out that purpose, the estimated expense of carrying out that purpose, if known, or any other matter relating to any of the foregoing.

(g) That at the time and place specified any interested person, including all persons owning land in the district or in the proposed zone of benefit, may appear and be heard.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-603, CA WATER App. § 123-603
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Ann.Cal.Water Code App. § 123-604

§ 123-604. Notice of hearing

Currentness

Sec. 604. Notice of the hearing shall be given by publishing a copy of the resolution of intention in a newspaper of general circulation published in the district, pursuant to Section 6066 of the Government Code, the first publication to be at least 14 days prior to the time fixed for the hearing.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-604, CA WATER App. § 123-604
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 1. Formation of Zones

West's Ann.Cal.Water Code App. § 123-605

§ 123-605. Conduct of hearing; written protests

Currentness

Sec. 605. At the time and place so fixed, or at any time or place to which the hearing is continued, the board of directors shall hold the hearing provided for by the resolution of intention, at which time any interested person may appear and be heard concerning any matter set forth in the resolution of intention or any matters material thereto. Upon the conclusion of the hearing, the board may abandon the proposal, modify it, or proceed with the proposal unless prior to the conclusion of the hearing, or any continued hearing, written protests against the proposal signed by a majority in number of the eligible voters within the proposed zone of benefit shall be filed with the board, in which event further proceedings relating to the proposal shall be suspended for not less than six months following the date of the conclusion of the hearing.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-605, CA WATER App. § 123-605
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 1. Formation of Zones

West's Ann.Cal.Water Code App. § 123-606

§ 123-606. Resolution ordering formation of zone of benefit; number and designation

Currentness

Sec. 606. At the conclusion of the hearing, the board of directors may, by resolution, order the zone of benefit formed for the purpose and with the exterior boundaries described therein. The resolution ordering formation shall state the estimated expense of carrying out the purpose described therein, if known. The resolution shall also number and designate the zone of benefit substantially as "Zone of Benefit Number _____ of the Colusa County Flood Control and Water Conservation District."

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-606, CA WATER App. § 123-606
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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 2. Zone Council

West's Ann.Cal.Water Code App. § 123-620

§ 123-620. Creation of zone council; number of members; election

Currentness

Sec. 620. After a zone has been formed, the board of directors may, by resolution, order the creation of a zone council within the zone. The resolution shall set forth the number of members of the council and their term of office. The zone council for a zone which consists entirely of the territory of an incorporated city may be comprised of the city council of the incorporated city. The members of all other zone councils shall be eligible voters of the zone in which the council is established and shall be elected to the council by the eligible voters of the zone. The resolution establishing the zone council shall set forth the procedure for conducting the election.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-620, CA WATER App. § 123-620
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 2. Zone Council

West's Ann.Cal.Water Code App. § 123-621

§ 123-621. Certification of election; oaths; bonds; chairman and vice-chairman; quorum; meeting; compensation

Currentness

Sec. 621. Members of the zone council shall take office immediately upon certification of their election, filing of the official oath, and execution of a bond, if any, in an amount set by the board of directors. At its first meeting, the zone council shall elect from its members a chairman and a vice chairman and shall fix their terms of office. A majority of the zone council shall constitute a quorum for the transaction of business. The vote of a majority of the zone council members present at any meeting attended by a quorum shall be necessary to take action, unless otherwise specified in this act. Meetings of the zone council shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code). The zone council shall, by resolution, set the time and place for holding regular meetings. Zone councils shall receive compensation, if any, in an amount set by the board of directors.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-621, CA WATER App. § 123-621
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 2. Zone Council

West's Ann.Cal.Water Code App. § 123-622

§ 123-622. Purpose of zone councils; powers and duties

Currentness

Sec. 622. The purpose of a zone council is to assist the board of directors in the planning, acquisition, construction, operation, maintenance, and administration of projects within the zone in which it is established, and to coordinate the activity of the district within the zone with the activities of other public entities within the zone. The board of directors shall determine the specific responsibilities and powers of a zone council and may delegate to the zone council any of the authority of the board with respect to the planning, acquisition, construction, operation, maintenance, or administration of a project within the zone.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-622, CA WATER App. § 123-622
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 2. Zone Council

West's Ann.Cal.Water Code App. § 123-623

§ 123-623. Participating zone councils; selection

Currentness

Sec. 623. In the case of projects for the benefit of two or more zones, the board of directors may establish a participating zone council for the project, selected by either (1) the appointment by each zone council of an equal number of representatives selected from its membership, with one additional member of the participating zone council to be appointed by the board of directors or mutually selected by the two affected zone councils, or (2) any other method mutually agreed upon by the two affected zone councils.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-623, CA WATER App. § 123-623
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End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 2. Zone Council

West's Ann.Cal.Water Code App. § 123-624

§ 123-624. Dissolution

Currentness

Sec. 624. A zone council or a participating zone council shall be dissolved upon four-fifths of all members of the board of directors or upon a majority vote of all of the members of the board of directors and a majority vote of all of the members of the zone council.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-624, CA WATER App. § 123-624
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

C

West's Ann.Cal.Water Code App. § 123-640

§ 123-640. Determination of projects

Currentness

Sec. 640. The board of directors shall determine which projects shall be carried out and shall determine, as to each project, that it is either: (1) for the common benefit of the district as a whole, or (2) for the benefit of a single zone, whether in existence or not, or (3) for the common benefit of participating zones, whether in existence or not.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-640, CA WATER App. § 123-640
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

End of Document

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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 3. Selection of Projects

West's Ann.Cal.Water Code App. § 123-641

§ 123-641. Districtwide, single or joint projects; resolution; notice of hearing; consolidation of proceedings

Currentness

Sec. 641. The district may institute districtwide projects, projects for single zones, and joint projects for participating zones for studying, planning, financing, constructing, acquiring, maintaining, operating, extending, or repairing any work of common benefit to the district as a whole, to the zone, or to the participating zones, as the case may be. All powers of the district may be exercised or performed on behalf of and within a zone. Before proceeding with any project, the board of directors shall adopt a resolution of intention setting forth the proposed boundaries designating the benefitted area and stating its intention to undertake the project, together with an estimate of the cost of the project to be borne by the district as a whole, or a particular zone, or participating zones, as the case may be, and fixing a time and place for public hearing on the resolution. The resolution shall refer to a map or maps showing the general location of the project and shall generally describe the project. Notice of the hearing shall be given in the same manner as for a resolution of intention to form a zone of benefit. The proceedings on the resolution proposing the project may be consolidated with the proceedings on a resolution proposing formation of a zone of benefit.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-641, CA WATER App. § 123-641
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 6. Zones
Chapter 3. Selection of Projects

West's Ann.Cal.Water Code App. § 123-642

§ 123-642. Consolidation of hearings; written protests; elections

Currentness

Sec. 642. The hearing may be consolidated with a hearing on the formation of a zone, the issuance of special benefit bonds, or the levy of benefit assessments affecting the same area. At the time and place so fixed, or at any time or place to which the hearing is continued, the board of directors shall hold the hearing provided for by the resolution, at which time any interested person may appear and be heard concerning any matter set forth in the resolution or any matters material thereto. Upon the conclusion of the hearing, the board may abandon the proposal, modify it, order an election on the proposal within the area affected, or proceed with the proposal, unless prior to the conclusion of the hearing, or any continued hearing, written protests against the proposal signed by a majority in number of the eligible voters within the affected area shall be filed with the board, in which event further proceedings relating to the proposal shall be suspended for not less than six months following the date of the conclusion of the hearing. The board of directors shall not proceed with the proposal without an election unless a majority in number of the eligible voters within the affected area have filed with the board written consent to the proposal. If the election is held, a majority of the votes cast at the election shall be required to approve the proposal.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-642, CA WATER App. § 123-642
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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c

Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 7. Assessments
Chapter 1. Benefit Assessments

West's Ann.Cal.Water Code App. § 123-700

§ 123-700. Power to levy assessments

Currentness

Sec. 700. The district shall be authorized to levy benefit assessments on a districtwide basis or within any zone or participating zone. The benefit assessment may be levied in any manner which reasonably reflects the benefit that will accrue to the area being assessed for the purpose of the assessment, including, but not limited to: (1) per acre or fraction thereof basis, or (2) for benefit assessments related to drain, storm, or flood control purposes, the proportionate water runoff from each parcel assessed.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-700, CA WATER App. § 123-700
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 7. Assessments
Chapter 1. Benefit Assessments

West's Ann.Cal.Water Code App. § 123-701

§ 123-701. Purpose of benefit assessments

Currentness

Sec. 701. Benefit assessments may be levied for expenditures made, or expenditures estimated to be required during the next calendar or fiscal year, for any lawful purpose of the district, including, but not limited to, the following purposes:

(a) The formation and administration expenses of the districts.

(b) The formation and administration expenses of any zone.

(c) Engineering and other expenses in connection with the investigation and preparation of a resource management plan or plan for any work or project.

(d) Acquisition or construction of any work or project.

(e) Operation and maintenance of any work or project.

(f) Payment of principal and interest on special benefit bonds issued in the manner set forth in Chapter 3 (commencing with Section 525) of Part 5.

The revenues derived from the benefit assessment shall be used for no purpose other than the purpose specified at the time of levy of the assessment.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-701, CA WATER App. § 123-701
Current with Ch. 1 of 2023-24 1st Ex.Sess, and urgency legislation through Ch. 785 of 2023 Reg.Sess. Some statute sections may be more current, see credits for details.

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West's Annotated California Codes
Water Code Appendix (Refs & Annos)
Chapter 123. Colusa County Flood Control and Water Conservation District Act (Refs & Annos)
Part 7. Assessments
Chapter 1. Benefit Assessments

West's Ann.Cal.Water Code App. § 123-702

§ 123-702. Resolution of intention to levy special benefit assessment on land only

Currentness

Sec. 702. The board of directors may adopt a resolution of intention to levy a special benefit assessment on land only. The resolution shall set forth the proposed amount, manner of levy, and purpose of the proposed benefit assessment and designate by a map or otherwise the boundaries of the area proposed for assessment, and shall designate a time and place of hearing on the resolution.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-702, CA WATER App. § 123-702
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Attachment: Westlaw - 131 full text items for California Statutes And Court Rules C..._ (003) (9556 : Colusa County Flood Control and Water

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West's Ann.Cal.Water Code App. § 123-703

§ 123-703. Notice of hearing

Currentness

Sec. 703. Notice of the hearing shall be given by publishing a copy of the resolution of intention in a newspaper of general circulation published in the district pursuant to Section 6066 of the Government Code, the first publication to be at least 14 days prior to the time fixed for the hearing.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-703, CA WATER App. § 123-703
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West's Ann.Cal.Water Code App. § 123-704

§ 123-704. Conduct of hearing; written protests; elections

Currentness

Sec. 704. At the time and place so fixed, or at any time or place to which the hearing is continued, the board of directors shall hold the hearing provided for by the resolution, at which time any interested person may appear and be heard concerning any matter set forth in the resolution or any matters material thereto. Upon the conclusion of the hearing, the board may terminate further proceedings on the proposed assessment, modify the proposed assessment, order an election on the assessment within the area to be assessed, or levy the assessment, unless prior to the conclusion of the hearing, or any continued hearing, written protests against the proposed assessment signed by a majority in number of the eligible voters within the area to be assessed shall be filed with the board, in which event further proceedings relating to the proposed assessment shall be suspended for not less than six months following the date of the conclusion of the hearing. The board of directors shall not levy the assessment without an election unless a majority in number of the eligible voters within the affected area have filed with the board written consent to levy the assessment. If an election is held, a majority of the votes cast in the area to be assessed shall be required to approve the assessment.

Credits

(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-704, CA WATER App. § 123-704
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West's Ann.Cal.Water Code App. § 123-705

§ 123-705. Levy; collection and enforcement of assessments

Currentness

Sec. 705. After its approval, the benefit assessment shall be levied, collected, and enforced at the same time and in the same manner as county taxes.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-705, CA WATER App. § 123-705
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West's Ann.Cal.Water Code App. § 123-800

§ 123-800. Appropriation; reimbursement

Currentness

Sec. 800. No appropriation is made and no reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution or Section 2231 or 2234 of the Revenue and Taxation Code because this act is in accordance with the request of a local agency or school district which desired legislative authority to carry out the program specified in this act.

Credits
(Stats.1983, c. 926, § 1.)

West's Ann. Cal. Water Code App. § 123-800, CA WATER App. § 123-800
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