COUNTY OF COLUSA
BOARD OF SUPERVISORS
AGENDA

J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III
Randy Wilson, District IV
Janice A. Bell, District V
(530) 458-0508
FAX (530) 458-0510
https://countyofcolusaca.gov

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

August 25, 2026 at 9:00 AM

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

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.

I. CALL TO ORDER

1. Opening Prayer - Pledge of Allegiance
2. Period of Public Comment
3. Report out of August 11, 2026 Closed Session
4. Announcement of Closed Session
5. Corrections and/or Changes to the Agenda

II. STAFF REPORTS

Note: 5 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.

III. PROCLAMATIONS

1. Resolution Designating a Portion of Old Highway 99 within the Community of Arbuckle as Historic Route 99 and Ceremonial Proclamation Recognizing the Historic Significance of the Route.

IV. CONSENT AGENDA

Approve Consent Agenda Item No. 1 through 6.

1. **ADMIN**
   Approve the August 4, 2026 and August 11, 2026 Regular meeting minutes.
2. **PUBLIC WORKS DEPARTMENT**
   Purchase Order No. 61007152026 in the amount of $106,436.49 with **Global Machinery** for the Department of Public Works.
3. **PUBLIC WORKS DEPARTMENT**
   Resolution to Establish No Parking Zone in Arbuckle
4. **LIBRARY**
   California Library Literacy Services Grant Agreement and Mid-Year Report for Fiscal Year 2026-2027.
5. **HEALTH AND HUMAN SERVICES**
   Medi-Cal County Inmate Program Administrative Services Agreement and Participation Agreement with the California Department of Health Care Services.
6. **SHERIFF/CORONER**
   Resolution of the Colusa County Board of Supervisors Authorizing the Execution and

Delivery of a Facility Sublease for the Colusa Jail Project.

V. REGULAR AGENDA

1. **COUNTY ADMINISTRATIVE OFFICE**
   Informational Report on Purchasing Actions Approved Under the Purchasing Agent's Delegated Authority Pursuant to the Amended County Policy 401 – Purchasing and Procurement Policy.

2. **ADMIN**
   Approval of Memorandum of Understanding with the Colusa Groundwater Authority for Administrative Services

VI. 9:30 a.m. PUBLIC HEARING/TIMED ITEMS

1. **PUBLIC WORKS DEPARTMENT**
   Public Hearing and Resolution for the Temporary Closure of Sand Creek Road

VII. SUPERVISORS' REPORTS OR COMMENTS

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS/CAO REPORTS

IX. CLOSED SESSION/COUNTY COUNSEL

1. Public Employee Employment, Appointment, Recruitment, Performance Evaluation, Discipline/Dismissal/Release (Gov. Code § 54957 - County Counsel).

ADJOURN

Colusa County

Agenda Request Form

Item ID#: 2026-655 **Agenda Date:** 8/25/2026 **Item III.1**

PUBLIC WORKS DEPARTMENT

Subject
Resolution Designating a Portion of Old Highway 99 within the Community of Arbuckle as Historic Route 99 and Ceremonial Proclamation Recognizing the Historic Significance of the Route.

Action Requested
Adopt the attached Resolution designating the portion of Old Highway 99 within the community of Arbuckle as Historic Route 99; approve the accompanying Ceremonial Proclamation recognizing the historic significance of the route; and authorize the Director of Public Works/Road Commissioner to coordinate with the Arbuckle Revitalization Committee on the installation of two Historic Route 99 signs at mutually agreed-upon locations.

Detailed Description
Prior to the construction of Interstate 5, U.S. Highway 99 served as a principal north-south transportation corridor through the Sacramento Valley and played an important role in the development of rural communities, including Arbuckle. Following construction of Interstate 5, portions of the former Highway 99 alignment were relinquished to local jurisdictions, including the roadway now known as Old Highway 99 in Arbuckle.

The Arbuckle Revitalization Committee has requested recognition of this transportation heritage through the installation of Historic Route 99 signs at the northbound and southbound entrances to Arbuckle along Old Highway 99. The Committee has procured two Historic Route 99 signs meeting applicable state traffic-sign standards and offered them to the County for installation within the County right-of-way.

The proposed Resolution formally recognizes this segment of Old Highway 99 as Historic Route 99 and authorizes the Department of Public Works to install and maintain the signage. The designation is honorary and does not alter County ownership, jurisdiction, maintenance responsibilities, roadway classification, or operational authority.

Final sign locations will be coordinated by the Department with the Arbuckle Revitalization Committee to ensure appropriate visibility, roadway safety, and compliance with applicable traffic engineering standards. A companion Ceremonial Proclamation recognizes the historical importance of Route 99 to Arbuckle and the Committee's efforts to preserve and promote local history.

Fiscal Impact

The Arbuckle Revitalization Committee has procured the Historic Route 99 signs at no cost to the County. County costs will be limited to staff time and materials associated with the installation of the signs within the County right-of-way and are expected to be minimal.

Personnel Impact
Existing Department of Public Works maintenance resources are sufficient to complete the installation.

Contact
Scott Lanphier

Action for the Clerk
Forward Via DocuSign
Scott Lanphier: slanphier@countyofcolusaca.gov
CC: dpw@countyofcolusaca.gov

Attachments:
1. PROCLAMATION - Old Hwy 99 Historic Route in Arbuckle
2. RESOLUTION - Old Highway 99 Historic Route Designation in Arbuckle
3. EXHIBIT A - Old Hwy 99 in Arbuckle

PROCLAMATION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA COMMEMORATING THE DESIGNATION OF HISTORIC ROUTE 99 THROUGH THE COMMUNITY OF ARBUCKLE

WHEREAS, former U.S. Highway 99 served for many decades as one of California's principal north-south highways, carrying generations of residents, agricultural producers, businesses, and travelers through the Sacramento Valley before the construction of Interstate 5; and

WHEREAS, the community of Arbuckle grew and prospered along this important transportation corridor, and the roadway now known as Old Highway 99 remains a visible reminder of the community's rich transportation heritage and its enduring connection to one of California's most historic highways; and

WHEREAS, preserving and recognizing local history strengthens community identity, honors those who contributed to the development of our communities, and provides future generations with an appreciation of Colusa County's unique heritage; and

WHEREAS, the Arbuckle Revitalization Committee has demonstrated an ongoing commitment to preserving, enhancing, and celebrating the history and character of the Arbuckle community through numerous community improvement and beautification efforts; and

WHEREAS, in recognition of the historical importance of the former U.S. Highway 99 alignment through Arbuckle, the Arbuckle Revitalization Committee has generously procured and donated two California Manual on Uniform Traffic Control Devices (CA MUTCD) Historic Route 99 signs for installation at the northbound and southbound entrances to the community along Old Highway 99.

NOW, THEREFORE, BE IT PROCLAIMED, that the Colusa County Board of Supervisors hereby recognizes the historical significance of the former U.S. Highway 99 alignment through the community of Arbuckle and commemorates its designation as **Historic Route 99**.

BE IT FURTHER PROCLAIMED, that the Board of Supervisors extends its sincere appreciation to the **Arbuckle Revitalization Committee** for its vision, dedication, and generosity in helping preserve an important chapter of Colusa County's transportation history for the benefit of residents and visitors alike.

PASSED AND ADOPTED this 25th day of August 2026.

____

J. Merced Corona, Chair

RESOLUTION NO. 26-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA RECOGNIZING AND COMMEMORATING THE HISTORICAL ALIGNMENT OF FORMER U.S. HIGHWAY 99 THROUGH THE COMMUNITY OF ARBUCKLE BY DESIGNATING THE COUNTY-MAINTAINED SEGMENT OF OLD HIGHWAY 99 AS "HISTORIC ROUTE 99" FOR COMMEMORATIVE AND EDUCATIONAL PURPOSES

WHEREAS, U.S. Highway 99 served for many decades as one of California's principal north-south transportation corridors, connecting communities throughout the Sacramento Valley and contributing significantly to the economic development, agricultural prosperity, and growth of the State of California; and

WHEREAS, the community of Arbuckle developed in part as a result of its location along the historic alignment of U.S. Highway 99, which served residents, businesses, agricultural producers, and travelers prior to the construction of Interstate 5; and

WHEREAS, following construction of Interstate 5, portions of the original U.S. Highway 99 alignment were relinquished to local jurisdictions and continue to serve the traveling public as local roadways, including the County-maintained roadway known as Old Highway 99 within the community of Arbuckle; and

WHEREAS, preserving and recognizing significant elements of Colusa County's transportation history contributes to public education, community identity, heritage tourism, and appreciation of the County's historical resources; and

WHEREAS, the Arbuckle Revitalization Committee has expressed its desire to commemorate the historic significance of the former U.S. Highway 99 alignment through Arbuckle by providing Historic Route 99 signs for installation at the northbound and southbound entrances to the community along Old Highway 99; and

WHEREAS, the Arbuckle Revitalization Committee has procured and donated two California Manual on Uniform Traffic Control Devices (CA MUTCD) Historic Route 99 signs for installation within the County right-of-way; and

WHEREAS, the Board of Supervisors finds that recognition of the former U.S. Highway 99 alignment is an appropriate means of preserving an important part of the County's transportation history while acknowledging the efforts of the Arbuckle Revitalization Committee to enhance and promote the community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Colusa hereby recognizes and commemorates the historical alignment of former U.S. Highway 99 through the community of Arbuckle by designating the County-maintained segment of Old Highway 99 within the community as "Historic Route 99" for commemorative and educational purposes.

BE IT FURTHER RESOLVED that this honorary designation is intended solely to recognize the historical significance of the former highway alignment and shall not alter the ownership, jurisdiction, maintenance responsibilities, roadway classification, or operational authority of the County of Colusa over Old Highway 99.

BE IT FURTHER RESOLVED that the Director of Public Works/Road Commissioner is hereby authorized to coordinate with the Arbuckle Revitalization Committee regarding the installation of two Historic Route 99 signs at locations within the County right-of-way that are mutually agreed upon by the Director of Public Works/Road Commissioner and the Arbuckle Revitalization Committee, and that comply with applicable traffic engineering standards and the California Manual on Uniform Traffic Control Devices.

RESOLUTION PASSED AND ADOPTED this 25th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

____
J. Merced Corona, Chairperson
Colusa County Board of Supervisors

ATTEST: Joshua Pack,
Clerk to the Board of Supervisors

By: __________________________
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

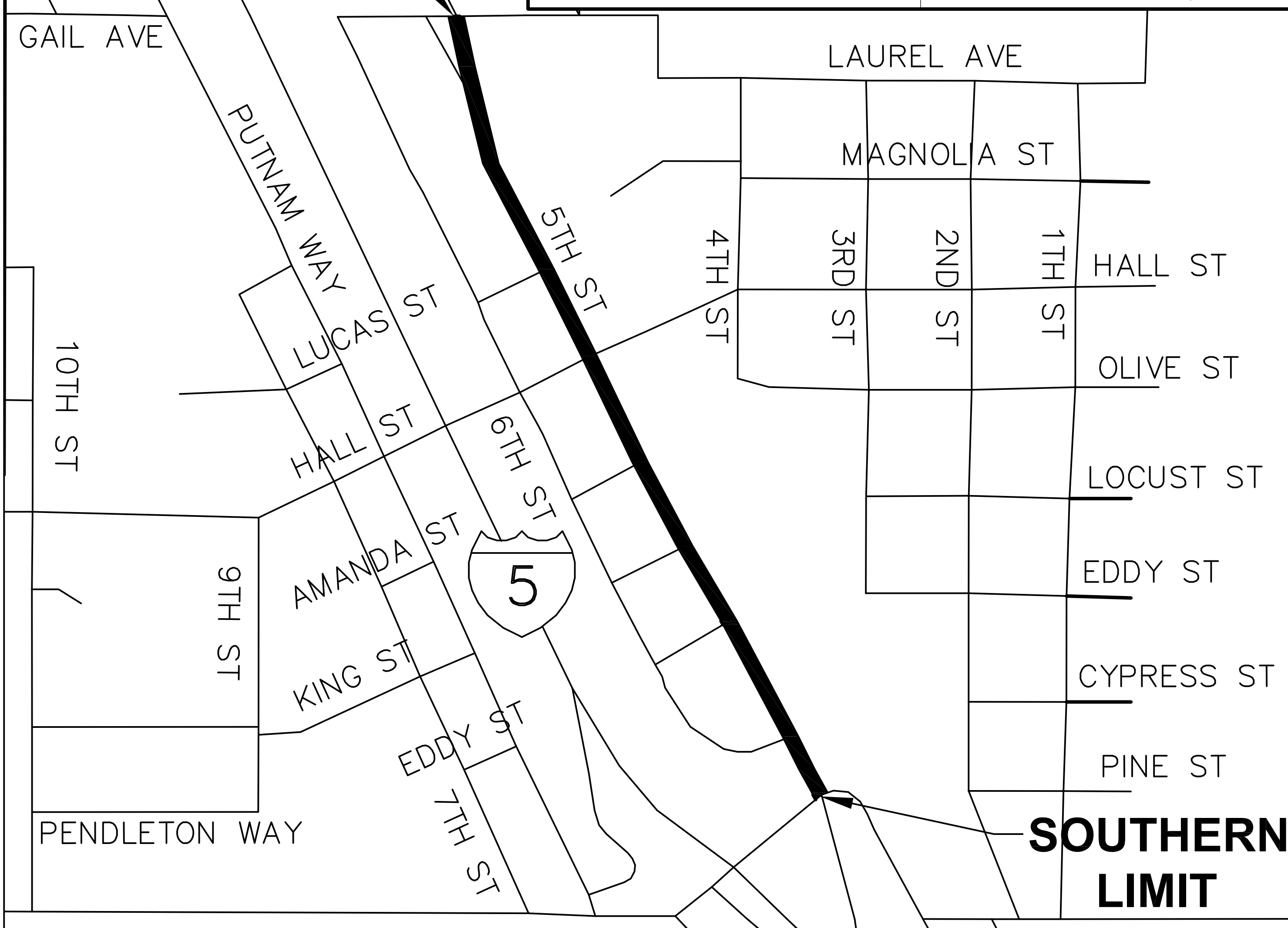
____
Richard Stout, County Counsel

EXHIBIT A: OLD HWY 99 IN ARBUCKLE DESIGNATION AS HISTORIC ROUTE

INSTALL HISTORIC HIGHWAY DESIGNATION SIGN S-25 (CA) AT THE TWO LIMITS IDENTIFIED BELOW.

S-25 (CA)

Dist	COUNTY		SHEET No.	TOTAL SHEETS
1	COL		1	1



NO.	REVISED	BY	EXHIBIT A: OLD HWY 99 IN ARBUCKLE DESIGNATION AS HISTORIC ROUTE	APPROVED BY:	
				SCALE: NONE	
				DATE: 07/24/2026	SHEET 1 OF 1
UPDATED BY:			COUNTY OF COLUSA	DESIGN:	
CHECKED BY:			DEPARTMENT OF PUBLIC WORKS	DRAWN: STL	

Colusa County

Agenda Request Form

Item ID#: 2026-671 **Agenda Date:** 8/25/2026 **Item IV.1**

ADMIN

Approve the August 4, 2026 and August 11, 2026 Regular meeting minutes.

Detailed Description/Background of Request
Approve the August 4, 2026 and August 11, 2026 Regular meeting minutes.

Prior Board Action
None.

Fiscal Impact/Funding Source
The Board of Supervisors held a duly noticed Regular meetings and the Clerk is requesting approval of said minutes.

Action for the Clerk
None.

Attachments:
1. 08-04-26 Minutes
2. 08-11-26 Minutes

COUNTY OF COLUSA BOARD OF SUPERVISORS MINUTES

J. Merced Corona, District I
Daurice K. Smith, District II
Kent S. Boes, District III
Randy Wilson, District IV
Janice A. Bell, District V
(530) 458-0508/0509
FAX (530) 458-0510
https://countyofcolusaca.gov

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

August 4, 2026 at 8:00 AM

I. 8:00 a.m. CALL TO ORDER

1. Opening Prayer - Pledge of Allegiance

2. Period of Public Comment
   None.

3. Announcement of Closed Session

1. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2). One potential case.

Chair Corona declares a recess at 8:02 a.m. to convene to Closed Session with all Supervisors present.

II. CLOSED SESSION/COUNTY COUNSEL

1. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2). One potential case.

Chair Corona reconvenes in Regular session at 9:00 a.m.

III. Report out of June 30, 2026 and August 4, 2026 Closed Session

June 30, 2026

1. EXISTING LITIGATION — Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been form initiated. County of Colusa ,et. al. v. PG&E et. al, Colusa County Superior Court Case No. CV24964. Counsel states direction given to staff with no reportable action.

2. EXISTING LITIGATION — Conference with legal counsel pursuant to Govern Code § 54956.9, subdivision (d)(1) concerning litigation that has been form initiated. Harry Chaffee ,et. al. v. County of Colusa et. al, Colusa County Superior Court Case No. CV24960. Counsel states direction given to staff with no reportable action.

3. Public Employee Appointment, Pursuant to Government Code Section 54957(b)(1) Title: Director of Public Work/Airport Operations, Counsel states direction given to staff with no reportable action

August 4, 2026

1. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2). One potential case. Counsel states direction given to staff with no reportable action.

IV. Corrections and/or Changes to the Agenda

None.

V. 9:00 a.m. TIMED ITEMS

1. **CLERK-RECORDER REGISTRAR OF VOTERS**
   Approve Certification of Initiative Petition for the Colusa County Library Preservation Act and Consideration of Subsequent Actions Pursuant to the Elections Code

Comments received by Ms. Edwards, Mr. Pack, Ms. Steidlmeyer and Ms. Martin, Ms. Smith, Mr. White, Ms. Brown, Mr. Stout, Ms. White, Ms. English, Ms. Tyler and Mr. Sparks.

Accept the Registrar of Voters' certification that the initiative petition for the Colusa County library Preservation Act contains a sufficient number of valid signatures pursuant to Elections Code section 9115.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisors Boes
SECONDER:	Supervisor Smith
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Approve not to prepare a report pursuant to Elections Code section 9111 regarding the effects of the proposed initiative.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisors Bell
SECONDER:	Supervisor Wilson
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Adopt **Resolution No. 26-023** ordering the proposed ordinance, without alteration, to be submitted to the voters pursuant to Elections Code section 9118 (b) and 1405.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisors Bell
SECONDER:	Supervisor Boes
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Direction to staff not to prepare an impartial analysis and fiscal analysis as authorized by the Elections Code.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisors Boes
SECONDER:	Supervisor Smith
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

2. **ADMIN**
   Approve the County-Sponsored Colusa County Library Special Parcel Tax Measure for the November 3, 2026, General Election

Comments received by Mr. Pack.

RESULT:	**PULLED ITEM**

VI. SUPERVISORS' REPORTS OR COMMENTS

None.

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS/CAO REPORTS

None.

Chair Corona adjourned the meeting at 10:13 a.m. to reconvene in Regular Session on August 11, 2026 at the hour of 9:00 a.m.

J. Merced Corona, Chair

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

Patricia Rodriguez, Deputy Clerk

COUNTY OF COLUSA BOARD OF SUPERVISORS MINUTES

J. Merced Corona, District I
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Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

August 11, 2026 at 9:00 AM

I. CALL TO ORDER

1. Opening Prayer - Pledge of Allegiance

2. Period of Public Comment

   None.

3. Announcement of Closed Session

   1. CONFERENCE WITH LABOR NEGOTIATOR
   California Government Code 54957.6 Agency Negotiator: Mike Wasilchin, Elizabeth Kelly Employee Organizations: In-Home Supportive Services (IHSS).

   2. EXISTING LITIGATION — Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa ,et. al. v. PG&E et. al, Colusa County Superior Court Case No. CV24964.

   3. EXISTING LITIGATION — Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. John Doe W.L. v. County of Yuba ,et. al., Yuba County Superior Court Case No. CVPO26-01137.

   4. Public Employee Employment, Appointment, Recruitment, Performance Evaluation, Discipline/Dismissal/Release (Gov. Code § 54957 - Community Development Director, Director of Public Works / Airport Operations, Behavioral Health Director, Human Resources Director, County Counsel).

4. Corrections and/or Changes to the Agenda

Mr. Pack states there were some changes made to the format of the Request for Action page and the regular agenda items.

II. STAFF REPORTS

Note: 5 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.

Ms. Allen updates the Board on items that pertain to her department.

Mr. Rogers updates the Board on items that pertain to his department.

Ms. Kelly updates the Board on items that pertain to her department.

Ms. Edwards updates the Board on items that pertain to her department.

III. PROCLAMATIONS

1. Adopt Proclamation of the Colusa County Board of Supervisors Proclaiming August 2026 as Child Support Awareness Month.

Comments received by Ms. Battles and Ms. Vogan.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Smith
SECONDER:	Supervisor Wilson
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

IV. CONSENT AGENDA

Approve Consent Agenda Item No. 1 through 11.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Bell
SECONDER:	Supervisors Boes
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

1. **ADMIN**
   Approve the June 30, 2026 Regular meeting minutes

2. **ADMIN**
   Approve the Board of Supervisors' Response to the 2025-2026 Colusa County Grand Jury Report — "Inspection of the Colusa County Jail."

3. **ADMIN**
   Approve the Proposed Colusa County Law Enforcement Memorial's approximate location.

4. **ADMIN**
   Approve Contract No. **C26-139** with **West Coast Energy Systems, LLC.** Generator Maintenance Agreement.

5. **PUBLIC WORKS DEPARTMENT**
   Approve Rental Equipment with Operator contracts for the Department of Public Works as follows:

   C26-140 Cook Construction
   C26-141 Wycoff Construction
   C26-142 McCullough Excavation
   C26-143 T&R Restore
   C26-144 F&L Farms Trucking
   C26-145 MoreTrucks
   C26-146 Robert Burt Contruction
   C26-147 Dos Rios

6. **PUBLIC WORKS DEPARTMENT**
   Approve Purchase Order No. 61007142026 in the amount of $493,834.30 with **Holt of California** for the Department of Public Works and authorize the Purchasing Agent to execute the Purchase Order to authorize the purchase of the equipment prior to the adoption of the FY26/27 Final Budget using funding identified in the Recommended fy26/27 Budget.

7. **AUDITOR CONTROLLER**
   Adopt **Resolution No. 26-024** for General Fund and Maintenance Area No. 1 Appropriation Limit for Fiscal Year 2026-27.

8. **AUDITOR CONTROLLER**
   Accept the Impress Cash and Change Funds Annual Report FY 2025/26.

9. **TREASURER/TAX COLLECTOR**
   Approve the Treasurer's June 2026 Monthly Investment Report

10. **COMMUNITY DEVELOPMENT DEPARTMENT**
    Approve Contract No. **C26-148** with **Colusa County Resource Conservation District** for consultant support for the CALFIRE County Coordinator Grant Program.

11. **COMMUNITY DEVELOPMENT DEPARTMENT**
    Approve Contract No. **C26-149** 1st Modification with **BPR Consulting Group, LLC** for plan review and building inspection services.

V. REGULAR AGENDA

1. **COUNTY ADMINISTRATIVE OFFICE**
   Approve FY25-26 Revenue and Appropriations Inter-Budget Adjustment No. IB-031 - IB-033. **(4/5th vote required)**

Comments received by Ms. Moore.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Smith
SECONDER:	Supervisor Wilson
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

2. **HUMAN RESOURCES**
Approve amending the Fair Labor Standards Act (FLSA) designation for the following flexibly staffed Deputy District Attorney I/II/III/IV classification series within the CCEA Professional Unit from non-exempt to exempt, effective August 11, 2026:

I, PF44, $6,353 - $10,416 per month.
II, PF48, $7,013 - $11,497 per month.
III, PF52, $7,742 - $12,691 per month.
IV, PF60, $8,516 - $13,914 per month.

Comments received by Mr. Wasilchin.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Wilson
SECONDER:	Supervisor Bell
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

3. **HUMAN RESOURCES**
Authorize a temporary PERS Annuitant, Extra Help position in the classification of Director of Community Development, TPT, Range DH44, Step 10, $96.88 per hour, effective August 11, 2026, with an end date of December 31, 2026, not to exceed 960 hours in a fiscal year.

Comments received by Mr. Wasilchin and Mr. Pack.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Smith
SECONDER:	Supervisors Boes
AYES:	Smith, Boes, Wilson, Bell Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

4. **HUMAN RESOURCES**
Approve an amendment to the Position Allocation Schedule to delete vacant positions, effective July 1, 2026.

Comments received by Mr. Wasilchin.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Smith
SECONDER:	Supervisor Wilson
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

VII. PUBLIC HEARING/TIMED ITEMS

1. 9:30 AM TIMED ITEM - Receive a presentation and recognize Colusa County staff who successfully completed the California State Association of Counties (CSAC) Leadership Academy.

Comments received by Mr. Pack and Mr. Danczyk.

5. **HUMAN RESOURCES**
   Approve adoption of the Revised Job Class Table Effective January 1, 2026, to Reflect the Board of Supervisors Salary Adjustment Implemented in Accordance with Ordinance Requirements.

Comments received by Mr. Wasilchin.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Smith
SECONDER:	Supervisors Boes
AYES:	Smith, Boe, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

6. **ADMIN**
   Provide direction and feedback to staff regarding the repayment of underpaid assessments.

Comments received by Mr. Pack, Ms. Valles, Mr. Stout, Mr. Bradford, Ms. Gomez, Ms. Lauwerijssen. Mr. Dougherty and Ms. Wheeler. **(Handouts on file in Clerk Office)**

The consensus of the Board is to pay Arbuckle Fire District what is owed to them and recover the unpaid cost to the County with a 5-year repayment plan and no CPI, just a flat amount.

RESULT:	**(5 TO 0)**
MOVER:	Supervisors Boes
SECONDER:	Supervisor Bell
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

7. **ADMIN**
   Adopt the ADA/Section 504 Compliance Package in Response to Caltrans Program Assessment Findings and direct the CAO to transmit the adopted documents to Caltrans Division of Local Assistance and authorize the CAO to complete the ADA/Section 504 Program Assessment online form by August 31, 2026.

Comments received by Mr. Pack.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Dist. 4 Randy Wilson
SECONDER:	Supervisor Dist. 5 Janice Bell
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Chair Corona declares a recess at 10:40 a.m. and states that they are now sitting as the Board of Equalization with all Directors present.

10:40 a.m. Director Wilson recuses himself and leaves the room.

VI. BOARD OF SUPERVISORS SITTING AS BOARD OF EQUALIZATION

1. **ASSESSOR'S OFFICE**
   Deny Assessment Appeal 25-07: Peterson Equipment Trust.

Comments received by Mr. Buckner.

RESULT:	**Passed (4 TO 0)**
MOVER:	Supervisors Boes
SECONDER:	Supervisor Smith
AYES:	Smith, Boes, Bell and Corona
NAYS:	None
ABSENT:	Wilson
ABSTAIN:	None

2. **ASSESSOR'S OFFICE**
   Consider Assessment Appeal 26-10: Sutter Home Winery Inc.

Comment received by Mr. Buckner.

Pulled item and accepted postponement by applicant.

10:43 a.m. Director Wilson rejoins the session and is now seated.

3. **ASSESSOR'S OFFICE**
   Approve Assessment Appeal withdrawal for 26-25. Paramount Property Tax Appeal.

Comments received by Mr. Buckner.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Smith
SECONDER:	Supervisor Wilson
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

4. **ASSESSOR'S OFFICE**
   Deny Assessment Appeal 26-07: Tehrani Simm.

Comments received by Mr. Buckner.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Bell
SECONDER:	Supervisor Smith
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

5. **ASSESSOR'S OFFICE**
   Consider Assessment Appeal 26-08: Ryan, LLC., on behalf of Grocery Outlet as Lessee.

Comments received by Mr. Buckner.

Pulled item and accepted withdrawal submitted by applicant.

6. **ASSESSOR'S OFFICE**
   Consider Assessment Appeal 26-09: O'Reilly Auto Enterprises LLC.

Comments received by Mr. Buckner.

Pulled item and accepted withdrawal submitted by applicant.

7. **ASSESSOR'S OFFICE**
   Approve Assessment Appeal withdrawal for 25-01: Paramount Property Tax Appeal.

Comments received by Mr. Buckner.

RESULT:	**Passed (5 TO 0)**
MOVER:	Supervisor Bell
SECONDER:	Supervisor Wilson
AYES:	Smith, Boes, Wilson, Bell and Corona
NAYS:	None
ABSENT:	None
ABSTAIN:	None

Chair Corona adjourns the Board of Equalization at 10:51 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VIII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings/functions attended:

- Colusa Groundwater Authority and Joint Colusa/Glenn Groundwater Authority meetings
- Transportation and Transit Meeting
- Interview Panel for Public Works Director
- Chamber of Commerce Board meeting
- 4th of July and USA semi-quincentennial celebration
- Colusa and Glenn Groundwater Authority presentation
- Update from Chempack Training
- Fish and Game Commission meeting
- Colusa Glenn Trinity Community Action Partnership meeting
- Colusa County Law Enforcement Memorial meeting
- Cousa GOP meetings
- LAFCo Special meeting
- Celebration of Arbuckle's sesquicentennial
- Met with Chief Winters
- Sponsored a Free Swim Day at the Colusa Pool
- Wiliams Fire Department ground-breaking
- Supported Local Fundraiser-Farmer's Market and Levitt Amp concerts
- Colusa City Council meeting
- Met with Lauren Wong
- CPR/AED Training
- Chamber of Commerce Luncheon and Presentation
- Firesafe Council meeting
- Ribbon Cutting for new Colusa Business-Pinky's Salon
- LAFCO meeting
- NCWA tour of Bullseye Farms
- Williams and Maxwell National Night Out
- Correspondence with Congressman Mike Thompson
- Correspondence with constituents regarding Library ballot, homeless encampment and other issues

Supervisor Bell announces that on August 17, 2026 there will be a Non-partisan Ballot Q&A meeting, located at the Assembly of God Church at 1737 Hwy 20 in Colusa.

Supervisor Smith

Meetings/functions attended:

- Judged Miss Yuba Sutter Sites meetings
- Sites Ad-Hoc meeting
- Grimes 4th of July Parade
- Colusa Groundwater Authority Webinar
- Met with DA
- Airport Advisory Committee meeting
- Library meetings
- Met with Chief Winters
- Met with Chief Winter, CAO and Assistant CAO

Supervisor Boes

Meetings/functions attended:

Transportation and Transit meeting
Grimes 4th of July Parade
CSAC USDA Rural Development meeting
Met with Director Becerra from RHA
CSAC NACo CA Caucus briefing
CSAC Officer calls
Williams Fire Department groundbreaking
NACo Annual Conference
Veteran's Picnic
CSAC HLT Policy Committee meeting
Met with Congressman Thompson
CSAC GFA Policy Committee meeting
Williams and Maxwell National Night Out
RHA meeting
Latino Caucus meeting

Supervisor Wilson

Meetings/functions attended:

Call with Sheriff
LAFCo Special meeting
Met with Mr. Valentino
Williams and Maxwell National Night Out
Sacramento Valley Basin Wide Air Pollution Control Council
LAFCo meeting
Call with Constituent regarding road issues
Met with CAO and Assist. CAO Toured new Ag Department

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS/CAO REPORTS

Supervisor Boes states there is some talk regarding wildfire and Indigent Care.

Mr. Pack states the fiscal deadlines will be heard on Thursday. The Legislature will be addressing Indigent Care and bills for the use of AI technology. He further states he will be gone next week, and he will be attending the RCRC and CSAC Annual Conference this year. He states that he is working on the Strategic Plan and there will be an update on the hospital and Sites in September. He further states that the budget adoption will be in September and he should have an item before the Board regarding the Capital Improvement Program by the end of the year. Also, the RFP process for the ambulance will be brought forth in October. He states the County has been receiving calls regarding the library tax measure and at this time we can only provide technical and data information.

Chair Corona declares a recess at 11:04 a.m. to convene in Closed Session.

X. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LABOR NEGOTIATOR
   California Government Code 54957.6
   Agency Negotiator: Mike Wasilchin, Elizabeth Kelly
   Employee Organizations: In-Home Supportive Services (IHSS)

2. EXISTING LITIGATION — Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa ,et. al. v. PG&E et. al, Colusa County Superior Court Case No. CV24964.

3. EXISTING LITIGATION — Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. John Doe W.L. v. County of Yuba ,et. al., Yuba County Superior Court Case No. CVPO26-01137.

4. Public Employee Employment, Appointment, Recruitment, Performance Evaluation, Discipline/Dismissal/Release (Gov. Code § 54957 - Community Development Director, Director of Public Works / Airport Operations, Behavioral Health Director, Human Resources Director, County Counsel).

Chair Corona adjourned the meeting at 12:41 p.m. to reconvene in Regular Session on August 25, 2026 at the hour of 9:00 a.m.

Chair Corona, Chair

ATTEST: Joshua Pack, Clerk to the Board of Supervisors

Patricia Rodriguez, Deputy Clerk

Colusa County

Agenda Request Form

Item ID#: 2026-645 **Agenda Date:** 8/25/2026 **Item IV.2**

PUBLIC WORKS DEPARTMENT

Subject
Purchase Order No. 61007152026 in the amount of $106,436.49 with **Global Machinery** for the Department of Public Works.

Action Requested
Approve Purchase Order No. 61007152026 in the amount of $106,436.49 with Global Machinery for the Department of Public Works, authorize the Purchasing Agent to execute the Purchase Order, and authorize the purchase of the equipment prior to adoption of the FY 26/27 Final Budget using funding identified in the Recommended FY 26/27 Budget.

Detailed Description
The Department of Public Works requests authorization to purchase one Morbark BVR16 Brush Chipper from Global Machinery in the amount of $106,436.49. The department's current and only brush chipper is a 2001 model that has reached the end of its service life. Due to California Air Resources Board (CARB) regulations, replacement parts are no longer available because the unit is equipped with a non-CARB-compliant Tier 0 engine. As a result, the chipper cannot be repaired or maintained in a reliable, operational condition.

Purchasing a new 2026 Morbark BVR16 Brush Chipper will ensure Public Works can continue to safely and efficiently perform brush clearing, tree trimming, roadside vegetation management, and emergency storm response while remaining compliant with current California emissions requirements.

The purchase will be made through a competitively awarded cooperative purchasing contract administered by Sourcewell. Sourcewell is a governmental cooperative purchasing organization that conducts publicly advertised and competitively awarded procurements on behalf of participating public agencies throughout the United States and Canada.

Section 14 of the County's Purchasing and Procurement Policy (Policy No. 401) authorizes the use of cooperative purchasing agreements when the cooperative procurement process is substantially equivalent to the requirements of the California Public Contract Code or is otherwise authorized by law. The Purchasing Agent has determined that the Sourcewell contract satisfies the requirements of County Policy No. 401 and provides competitive pricing and favorable contract terms while eliminating the need for the County to conduct a separate formal solicitation.

Funding for this purchase is included in the Recommended FY 26/27 Budget. Although the County's standard practice is to defer fixed asset purchases until adoption of the Final Budget, staff is requesting authorization to proceed with this purchase in advance of Final Budget adoption to expedite replacement of this critical equipment and minimize impacts to Public Works operations.

Fiscal Impact
Budgeted: 007-57199-610-0, FY26-27, $106,436.49

Personnel Impact
N/A

Contact
Ricky Luigard

Action for the Clerk
Forward via Docusign for Purchasing Agent signature.
cc: Purchasing@countyofcolusaca.gov

Attachments:
1. PO_61007152026 Global Machinery Chipper
2. chipper quote 7-21-2026

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

Purchase Order No.
61007152026

PURCHASE ORDER

VENDOR Global Machinery
NAME John Milhous
ADDRESS 3321 Airport Rd
Sacramento, CA. 95834
PHONE (916) 453-2780
EMAIL jmilhous@globalmachinery.com

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

DELIVERY ADDRESS
NAME **Colusa County Road Department**
Contact **Chris Rogers**
Address **5714 E. St. Williams, CA. 95987**
PHONE **530.437.5301** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
7/22/2026	Rick Luigard			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	each		2026 Morbark BVR16 Brush Chipper	$105,330.00	$105,330.00
1	each		Sourcewell discount	-$13,692.90	-$13,692.90
1	each		Surcharge	$2,271.48	$2,271.48

SUBTOTAL	$93,908.58
CA Sales tax 7.75%	$7,277.91
Freight In	$3,750.00
PDI	$1,500.00
TOTAL	$106,436.49

BASED ON ATTACHED QUOTE #
Dated 7/21/2026 Sourcewell #010925-MBI

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

Rick Luigard
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by

Equipment Quote and Order

MORBARK

BOXER DENIS CIMAF RAYCO

Sold To: Colusa County Road Department
TBD

Herein referred to as 'buyer'

Final Delivery: Colusa County Road Department
TBD

Ship To: Global Machinery
3321 Airport Rd
Sacramento CA 95834

John Milhous jmilhous@globalmachinery.com 916-453-2780

Quote #:	7/21/2026	**Quote Date:** 7/21/2026	**Contact:** Chris Rogers	**Lead Time:**	30 Days ARO
Terms:	Net 30 Days		**Ph #:** 530-382-2740	**Delivery Instructions:**	FOB - Destination
Preparer:	Janelle Joslin		**Email:**	**Customer PO#:**	

2026 Morbark BVR16 Brush Chipper

EQUIPMENT AND OPTIONS

STANDARD UNIT:

- Morbark orange urethane paint system
- Dual horizontal feed wheels with hydraulic lift assist, manually applied hydraulic down pressure at the control panel, direct drive bottom feed wheel with torque arm coupler and reversing automatic feed system
- Electronic three position control bar
- Gauge panel mounted on side of infeed
- 24" diameter x 24-5/8" wide staggered knife pocket drum with four (4) dual-edged chipper knives
- Manual crank swivel discharge with 360° rotation
- 30-gallon composite fuel tank with sight gauge and drain plug
- 12-gallon composite hydraulic reservoir with sight gauge and drain plug
- 6" x 3" tubular steel tongue with hitch plate
- 7-pin flat electrical connector
- 9,000# Torsion axle with electric brakes and break-away actuator
- Toolbox
- Complete set of manuals
- PSI 6.0L, 174-HP gasoline engine with Morbark ZeroClutch (centrifugal) in lieu of standard

POWER OPTIONS:

- Caterpillar C4.4, 174-HP, Tier 4F diesel engine with Morbark ZeroClutch (centrifugal) in lieu of standard

OPTIONS:

- Amber strobe light
- Hydraulic swivel discharge chute in lieu of standard
- Spare 235/75R x 17.5" tire and rim
- Spare tire mount

COMMENTS:

Sourcewell #010925-MBI, Member ID #118020

TOTAL CALCULATION

F.O.B. Shipping Point and customer is responsible for freight

Freight to be Added at time of Invoice

Material Surcharge to be Added at Time of Invoice

Quantity Requested: 1

	Entries		Calculation
Configured Total		=	$ 105,330.00
Sourcewell Discount	13.0%	=	$ (13,692.90)
Surcharge	$ 2,271.48	=	$ 2,271.48
Tax Applied	7.75%	=	$ 7,277.91
Freight In	$ 3,750.00	=	$ 3,750.00
PDI	$ 1,500.00	=	$ 1,500.00
Extended Price		=	**$106,436.49**

QUOTE IS VALID FOR 30 DAYS

Colusa County

Agenda Request Form

Item ID#: 2026-654 **Agenda Date:** 8/25/2026 **Item IV.3**

PUBLIC WORKS DEPARTMENT

Subject
Resolution to Establish No Parking Zone in Arbuckle

Action Requested

Adopt the Resolution establishing a restrictive No Parking Zone along the east side of Putnam Way, south of the Interstate 5 Access Road, as shown on Exhibit A, and authorize the Road Commissioner to install and maintain the appropriate regulatory signs necessary to implement and enforce the parking restriction.

Detailed Description

Putnam Way, located within the community of Arbuckle, has experienced recurring issues associated with the prolonged parking of large commercial vehicles, recreational vehicles, and other oversized equipment along the east side of the roadway south of the Interstate 5 Access Road. In addition, the area has periodically been used for unauthorized commercial activities and vehicle storage, resulting in public complaints and creating ongoing maintenance and enforcement concerns.

The proposed action would establish a restrictive No Parking Zone along the east side of Putnam Way, beginning at the Interstate 5 Access Road and extending southerly approximately 680 feet, as depicted in Exhibit A attached to the Resolution. The restriction prohibits any vehicle over 12,000 lbs (6 tons), or greater than 8 feet in height, and is intended to preserve the safe and efficient operation of the roadway, improve visibility, facilitate roadway maintenance, discourage unauthorized use of the public right-of-way, and promote the health, safety, and welfare of the traveling public.

Pursuant to Sections 22507 and 22507.8 of the California Vehicle Code, local authorities may prohibit or restrict the stopping, parking, or standing of vehicles on designated highways or portions thereof by resolution or ordinance when appropriate signs or markings are installed giving notice of the restriction. Following adoption of the proposed Resolution, the Road Commissioner will be authorized to install and maintain the necessary regulatory signage identifying the limits of the restrictive No Parking Zone in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Public Works staff has evaluated conditions along the east side of Putnam Way and determined that the establishment of a restrictive No Parking Zone is warranted. The unrestricted parking currently occurring within the proposed limits has created operational concerns, impeded routine roadway maintenance activities, reduced sight distance in certain locations, and contributed to unauthorized occupancy of the public right-of-way.

Enforcement of the parking restriction will become effective upon installation of the required signage.

Fiscal Impact

The fiscal impact associated with this action is minimal. Public Works will install the required regulatory signs using existing staff and available materials within the Road Fund operating budget.

Personnel Impact
N/A

Contact
Scott Lanphier

Action for the Clerk
Provide a fully executed copy to:
Scott Lanphier: slanphier@countyofcolusaca.gov
CC: dpw@countyofcolusaca.gov

Attachments:
1. RESOLUTION V3
2. EXHIBIT A - No Parking Zone 3

RESOLUTION NO. 26-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA ESTABLISHING A PARKING RESTRICTION ALONG THE EAST SIDE OF PUTNAM WAY SOUTH OF THE I-5 ACCESS ROAD

WHEREAS, the Colusa County Board of Supervisors is authorized by the California Vehicle Code and applicable provisions of the Colusa County Code to regulate the parking of vehicles on County roadways and County-controlled property; and

WHEREAS, the Board of Supervisors has previously established a parking restriction along portions of Putnam Way prohibiting the parking of vehicles exceeding three (3) axles and six (6) tons gross vehicle weight; and

WHEREAS, the Board has determined that expanding the existing parking restriction to the east side of Putnam Way adjacent to County-owned property will promote public safety, improve traffic circulation, preserve roadway access, and discourage the long-term parking of large commercial vehicles; and

WHEREAS, the Director of Public Works/County Engineer has evaluated the proposed parking restriction and recommends its adoption.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Colusa as follows:

Section 1.

Parking is hereby prohibited for any vehicle and six (6) tons gross vehicle weight or greater than eight (8) feet in height along the following location:

Colusa County property adjacent to Putnam Way on the east side, extending from the I-5 Access Road approximately six hundred eighty (680) feet southerly.

Section 2.

The Director of Public Works/County Engineer is authorized to install and maintain official traffic control signs giving notice of this parking restriction in accordance with the California Vehicle Code and the California Manual on Uniform Traffic Control Devices (CA MUTCD).

Section 3.

Upon installation of the appropriate regulatory signs, this parking restriction shall become effective and enforceable pursuant to applicable provisions of the California Vehicle Code.

Section 4.

The Clerk of the Board shall certify to the adoption of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 25 day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

____
J. Merced Corona, Board Chair

ATTEST: Joshua Pack, Clerk of the Board of Supervisors

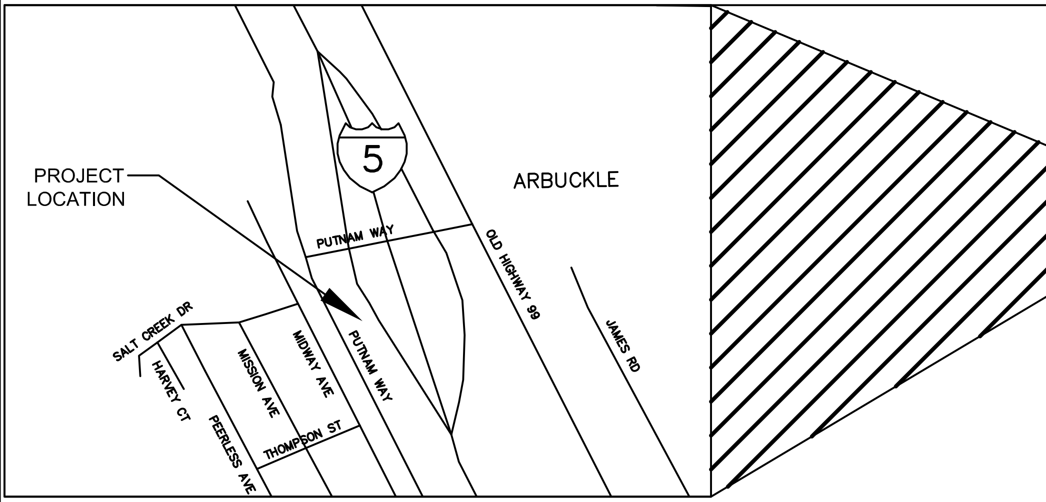
By ______________________________
Patricia Rodriguez, Deputy Clerk II

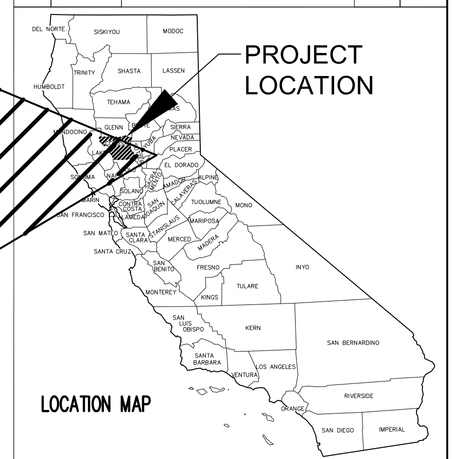
APPROVED AS TO FORM:

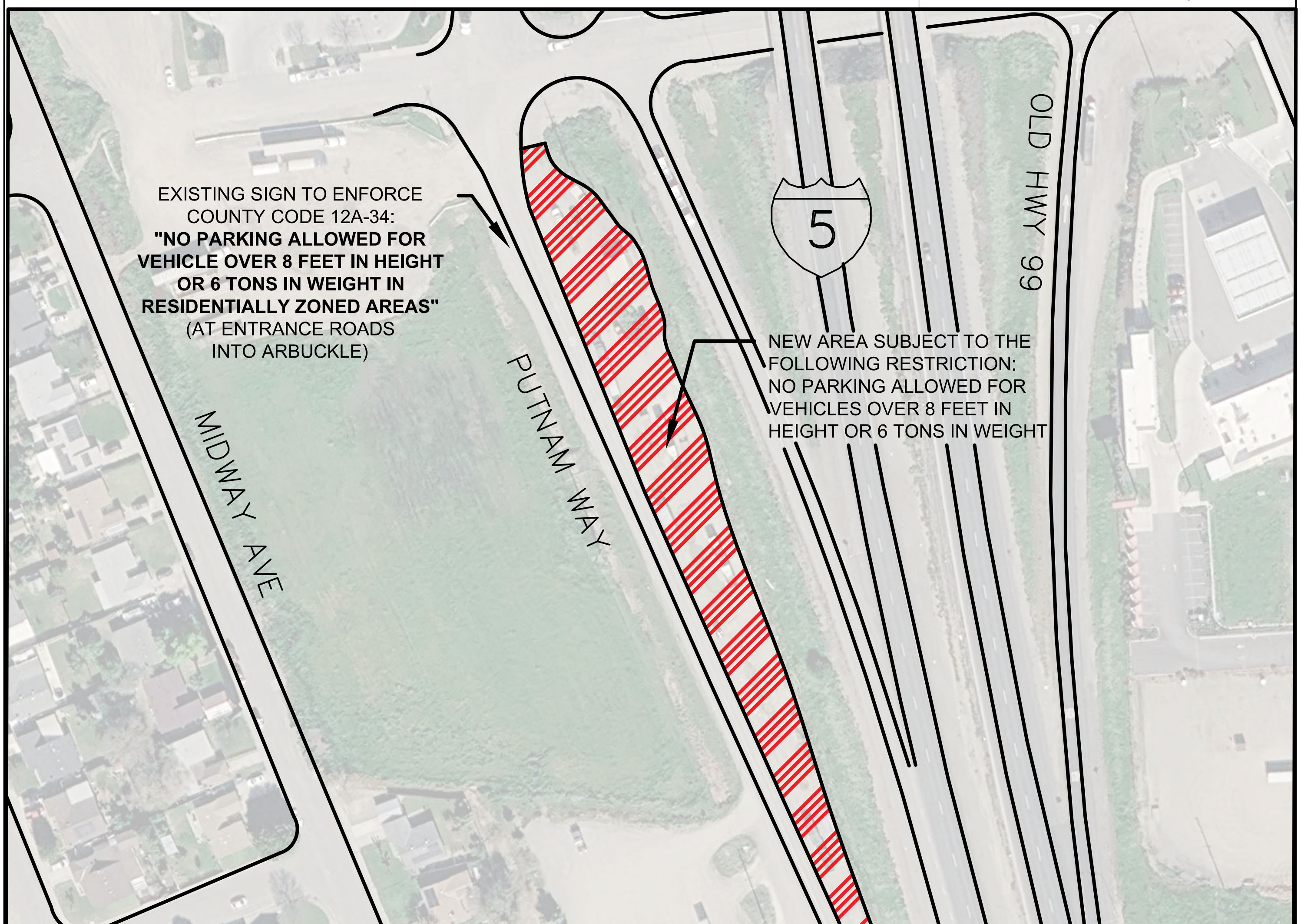
____
Richard Stout, County Counsel

EXHIBIT A: PROPOSED NEW NO PARKING AREA

Dist	COUNTY		SHEET No.	TOTAL SHEETS
1	COL		1	1







NO.	REVISED	BY

UPDATED BY:

CHECKED BY:

EXHIBIT A:
PROPOSED NEW NO PARKING AREA

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

APPROVED BY:
SCALE: 1":150'
DATE: 07/24/2026
DESIGN:
DRAWN: STL

SHEET 1 OF 1

Colusa County

Agenda Request Form

Item ID#: 2026-649 **Agenda Date:** 8/25/2026 **Item IV.4**

LIBRARY

Subject
California Library Literacy Services Grant Agreement and Mid-Year Report for Fiscal Year 2026-2027.

Action Requested
Approve the California Library Literacy Services Grant Agreement and authorize the Library Director to sign the Fiscal Year 2026-2027 Award Agreement and the accompanying Mid-Year Report.

Detailed Description
Since 1986, the Colusa County Free Library has received annual grant funding from the California State Library to support Family and Adult Literacy services, literacy programming, the Literacy Coordinator position, and overall library operations. For the 2026-2027 fiscal year, the Library has been awarded $51,880 through this ongoing grant program.

Fiscal Impact
The Literacy Program is funded through the California Library Literacy Services (CLLS) grant administered by the California State Library and has no impact on the County General Fund.

Personnel Impact
The CLLS grant funds a portion of the Literacy Coordinator position salary. No additional staffing or personnel changes are associated with this item.

Contact
Stacey Costello

Action for the Clerk
Number agreement and obtain signatures.

Attachments:
1. CLLS26-22-Colusa_County_Free_Library_Literacy

1 July 2026

Stacey Costello
Colusa County Free Library
738 Market Street
Colusa, CA 95932

Dear Stacey Costello,

We are pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

The state budget continues to provide $7.32 million in California Library Literacy Services funding for Adult Literacy Services and Family Literacy Services.

Your total award amount for the 2026-2027 fiscal year beginning July 1, 2026, is:

- Adult Literacy and Family Literacy Services: $51,880
- **Total Award: $51,880**

California Library Literacy Services programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2026-2027 project period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: $46,692**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must fully expend funds by September 30, 2027, in accordance with your approved budget on file with the State Library.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Review the California Library Literacy Services Allowable and Unallowable Expenses guidelines on the Manage Your Current Grant page to ensure project expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact your state grant team at CLLS@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the California Library Literacy Services Mission, Values, and Program Essentials. Additional California Library Literacy Services resources can be found on the California Library Literacy Services webpage.

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through Docusign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Program Consultant Lisa Lindsay and your Grant Monitor Amanda Gamon at CLLS@library.ca.gov with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

Signed by:
Greg Lucas
BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Lisa Lindsay, lisa.lindsay@library.ca.gov
Amanda Gamon, amanda.gamon@library.ca.gov
State Library Fiscal Office, stategrants.fiscal@library.ca.gov
Pamela DaGrossa, pdagrossa@countyofcolusa.com

Enc: Re: CLLS26-22: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

CALIFORNIA STATE LIBRARY

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	CLLS26-22
Library/Organization:	Colusa County Free Library
Project Title:	California Library Literacy Services
Award Amount:	$51,880
Start Date:	July 1, 2026
End Date:	September 30, 2027
NOTE: It can take six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, contact your grant monitor.	

GRANT AWARD INFORMATION

A copy of your approved budget is included in this packet. You can access your full grant award information and manage your grant through the grant management system, Euna Grants.

BUDGET AMENDMENTS

You are required to submit a budget amendment for all budget changes regardless of amount. Amendments may be submitted throughout the year but no later than 30 days before a reporting period report is due. The amendment due dates are detailed below:

7/1/2026 – 12/31/2026 Financial Report	Due November 30, 2026
1/1/2027 – 6/30/2027 Financial Report	Due May 31, 2027
7/1/2027 – 9/30/2027 Financial Report	Due August 31, 2027

REPORTING

California Library Literacy Services participants are required to provide financial and narrative reports as outlined in the grant terms and conditions. The reporting schedule is detailed below:

Mid-Year Report 7/1/2026 – 12/31/2026 Financial Report	Due January 31, 2027
Final Report 1/1/2027 – 6/30/2027 Financial Report	Due August 18, 2027
7/1/2027 – 9/30/2027 Financial Report (Optional)	Due October 15, 2027

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

Reports will be submitted through the Euna Grants grant management system. You can find support documents on the California State Library's Manage Your Current Grant page.

PAYMENTS

Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report and 7/1/2026 – 12/31/2026 Financial Report.

NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2026, in which the funds are awarded until September 30 of the following year.

CONTACT

We want your project to be successful. Please work with your grant monitor and program consultant to implement your project:

Grant Monitor:	Amanda Gamon
Monitor Phone Number:	916-603-6710
Monitor Email Address:	amanda.gamon@library.ca.gov
Program Consultant:	Lisa Lindsay
Consultant Phone Number:	916-603-6708
Consultant Email Address:	lisa.lindsay@library.ca.gov

CALIFORNIA STATE LIBRARY

STATE-FUNDED GRANTS

AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE

TABLE OF CONTENTS

PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Colusa County Free Library for the California Library Literacy Services project.

AWARD AGREEMENT NUMBER CLLS26-22

This Award Agreement ("Agreement") is entered into on July 1, 2026, by and between the California State Library ("State Library") and Colusa County Free Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of $51,880 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:

PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until September 30, 2027. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2027, and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all project activities specifically identified in the Grantee's application and submitted to the State Library in response to the California Library Literacy Services and any additional provisions detailed in the accompanying award letter.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
   - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
   - Make financial records available to the State Library upon request.
   - Work with the State Library staff to ensure that funds are disbursed in compliance with the purpose of the grant.
   - Prepare and submit required narrative and financial reports.
   - Procure equipment and other supplies as needed for the project.
   - Issue contracts for services, personnel, and consultants as needed for the project. Grantees must utilize a contract or agreement when contracting for goods and services, including consultants, or when issuing a subgrant.
   - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
   - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee with funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The

Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project to the California State Library, using the sample report documents provided by the California State Library.

2. All the reports must be current, including all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.

3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 1 – December 31	Mid-Year Report 7/1/2026 – 12/31/2026 Financial Report	January 31, 2027
July 1 – June 30	Final Report 1/1/2027 – 6/30/2027 Financial Report	August 18, 2027
July 1 – September 30	7/1/2027 – 9/30/2027 Financial Report (Optional)	October 15, 2027

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and support documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deemed

necessary by the State Library to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

7. Reporting instructions are detailed in the report forms which are located within and submitted via the State Library's grants management system. Reporting instructions are also included in the in the Euna Award Management Instructions on the Manage Your Current Grant webpage.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. **Prompt Payment Clause**
   The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq*. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. **Budget Contingency Clause**
   a. It is mutually agreed that if the Budget Act of the current fiscal year 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 California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to fulfil 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 California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.
   c. The California State Library has the option to amend the grant award to reflect any reduction of funds.

EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the public and state employees, including people with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the **California Accessibility Standards.** Additionally, all project materials designed, developed, and maintained shall follow the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criterion.

   However, if for some reason project material is not generated to comply to meet these standards, please submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

   The California State Library reserves the right to post project materials to its website that follow these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Literacy Services project.

   a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
   b. Publications and information releases about the project must be credited to the State of California. An appropriate statement for a publication or project press release is:

      "This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library"

   Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

      "Funding provided by the State of California."

c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the California State Library website, is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated 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 requirements and restrictions of this paragraph.

5. Applicable 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.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until

completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization’s behalf.

9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Colusa County Free Library
Stacey Costello
738 Market Street
Colusa, CA 95932
scostello@countyofcolusa.com

California State Library
Amanda Gamon
900 N Street
Sacramento, CA 95814
amanda.gamon@library.ca.gov
916-603-6710

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.

2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

3. Copyright: 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.*) 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 State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.

4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.

5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. <u>Drug-free Workplace:</u> The Grantee certifies under penalty of perjury under the laws of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et. seq*.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about all the following:

      1) The dangers of drug abuse in the workplace.
      2) The Grantee's policy of maintaining a drug-free workplace.
      3) Any available counseling, rehabilitation and employee assistance programs.
      4) Penalties that may be imposed upon employees for drug abuse violations.

   c. Require that every employee who works on the Agreement will:

      1) Receive a copy of the Grantee's drug-free workplace policy statement.
      2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. <u>Effectiveness of Agreement:</u> This Agreement is of no force or effect until signed by both parties.

8. <u>Entire Agreement:</u> This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contain the entire agreement of the parties.

9. <u>Exclusive Agreement:</u> This is the entire Agreement between the California State Library and Grantee.

10. <u>Executive Order N-6-22-Russia Sanctions:</u> The Grantee shall comply with 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 grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine 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 Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

12. Failure to Perform: The grant being utilized by the Grantee is to benefit the California Library Literacy Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

13. Federal and State Taxes: The State Library shall not:
    a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
    b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
    c. Withhold Federal or State income taxes from Grantee's payments

    Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from our revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

19. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.

    a. The grantee will make reports to the State Librarian in such form and contain such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.

20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.

21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.

22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers,

employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

    a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
    b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed $51,880 and shall be expended/encumbered in the designated award period.

    During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budget must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors 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, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of

contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 *et seq*.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 *et seq*.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

    a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
    d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.
    e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities

Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

a. Grant Agreement Coversheet and any Amendments thereto
b. Terms and Conditions
c. Procedures and Requirements
d. Certificate of Compliance
e. Project Summary
f. Grantee's Application, including Budget and Activities, Timeline, and any additional provisions detailed in the accompanying award letter.
g. All other attachments hereto, including any that are incorporated by reference.

30. <u>Payment:</u>

a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Monitor for more information).
f. Payment will be made only to the Grantee.
g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditure to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq*.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq*. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports is appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in

whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.

38. Records: Communications, grant-related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.

39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized during the project are not wasted. Steps should include but not be limited to the use of used, reusable, or recyclable products; discretion in the number of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or match requirements of any other California State Library funded program.

41. Reports and Claims: It is the responsibility of the grantee to make the required reports and claims to the California State Library.

    a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
    b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.

c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the library as soon thereafter as State fiscal procedures will permit.
d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
    - $46,692 upon execution of the agreement and submission of claim by the grantee organization.
    - A second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of $5,188.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, providing technical assistance when needed, and visiting the State funded project.

45. <u>Termination:</u> The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Subrecipient at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Subrecipient shall deliver to the State Librarian, prior to the final termination date's passage, copies of all reports, accounting, data, and materials prepared up to the date of termination as well as final close out reports. The State Librarian shall determine and pay the Subrecipient for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Subrecipient.
    a. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Subrecipient, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
    b. However, if the California Governor, Legislature, or any other controlling authority takes action to include, but not limited to, rescinding, cancelling, withdrawing or taking away a grant program, award, money, or any other form of compensation for a grant, through legislation, executive order, directive or any other type of authority then sub-section (a) above is void. Section (b) would control and take precedence over sub-section (a) making the 30 day and 45-day clauses above void. The grantee would be required to immediately submit any reports required to close out your grant and return any money, award, or any other type of compensation according to a timeline established by the action or the State Library.

46. <u>Timeline:</u> Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

47. <u>Unused Funds:</u> At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

    Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

48. <u>Waiver of Rights:</u> California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of

California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.

50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount $51,880. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace.
      2) the person's or organization's policy of maintaining a drug-free workplace.

3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

8. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

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

a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

a. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

11. **RESOLUTION:** For awards totaling $350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

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

13. **DRUG FREE WORKPLACE:**
    a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug- free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
    b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. **ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. **NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with all California non-discrimination laws.

16. **ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff agree to comply with California State Library acknowledgement requirements.

EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES GUIDELINES

1. California Library Literacy Services programs shall comply with the requirements in Sections 18880-18883 of the California Education Code.
2. California Library Literacy Services programs shall train and recruit volunteers to serve as tutors. Volunteer tutors are the primary instructors for the program.
3. California Library Literacy Services programs shall seek local government and community resources and develop cooperative relations with other local literacy services providers.
4. California Library Literacy Services programs will provide a base level of local and private fiscal support to be established by the California State Library.
5. In response to an expressed and recognized need from the field for specific program requirements, the California State Library and related stakeholders created a framework and program essentials. The framework and essentials describe what constitutes an effective program:
    a. California Library Literacy Services programs must use the Roles and Goals framework to implement and evaluate their literacy services.
    b. California Library Literacy Services programs' staff must attend their regional Library Literacy Network Meetings.
    c. Tutor training for volunteers should include, at a minimum, a program orientation, tutoring basics, and instruction on learner-driven services.
    d. California Library Literacy Services programs must align with the following program values:
        i. California Library Literacy Services is library based;
        ii. California Library Literacy Services is a core library service;
        iii. California Library Literacy Services is learner-driven;
        iv. California Library Literacy Services is community-focused;
        v. California Library Literacy Services is volunteer-supported;
        vi. California Library Literacy Services staff is professionally engaged; and
        vii. California Library Literacy Services supports families.
6. California Library Literacy Services Family Literacy programs (if applicable) shall provide services to prevent illiteracy through coordinated literacy and preliteracy services to families. Recruitment of parents not previously

Certification

ORGANIZATION	
Name:	**Address** *(official and complete)*:
PROJECT COORDINATOR	
Name:	
Email:	**Phone**:
GRANTTEE AUTHORIZED REPRESENTATIVE	
Name:	**Title**:
Email:	**Phone**:
Signature:	**Date**:

CALIFORNIA STATE LIBRARY

Authorized Representative Signature

ORGANIZATION	
Name:	**Address** *(official and complete)*:
AUTHORIZED REPRESENTATIVE	
Signature:	**Date:**
Printed Name of Person Signing:	**Title**:
STATE OF CALIFORNIA	
Agency Name: California State Library	**Address**: 900 N Street, Sacramento, CA 95814
Signature: Signed by: Greg Lucas BDA50981C41C416...	**Date**: 7/21/2026
Printed Name of Person Signing: Greg Lucas	**Title**: California State Librarian

CALIFORNIA STATE LIBRARY

April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on 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). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

CLLS - Colusa County Free Library – Budget

Budget View Settings

Options

☐ Line Items

Proposed Budget

Expense Budget

Category	Grant Funded	Total Budgeted
A1. Salaries, Wages and Benefits (Adult Literacy)	$10,000.00	$10,000.00
A2. Salaries, Wages and Benefits (Family Literacy)	$5,000.00	$5,000.00
C1. Travel (Adult Literacy)	$1,690.00	$1,690.00
C2. Travel (Family Literacy)	$200.00	$200.00
D1. Supplies and Materials (Adult Literacy)	$19,895.00	$19,895.00
D2. Supplies and Materials (Family Literacy)	$7,925.00	$7,925.00
F1. Services (Adult Literacy)	$1,535.00	$1,535.00
F2. Services (Family Literacy)	$500.00	$500.00
G1. Indirect (Adult Literacy)	$3,600.00	$3,600.00
G2. Indirect (Family Literacy)	$1,535.00	$1,535.00
Total Expense Budget Cost	**$51,880.00**	**$51,880.00**

Revenue Budget

Grant Funding		
Award Requested	$51,880.00	$51,880.00
Subtotal	**$51,880.00**	**$51,880.00**
Non-Grant Funding		
Subtotal		**$0.00**

Total Revenue Budget Cost **($51,880.00)**

Total Overall Budget Cost **$0.00**

CALIFORNIA STATE LIBRARY

CA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES
FINANCIAL CLAIM
FIRST PAYMENT

Grant Award #: CLLS26-22 **Date:**

Invoice #: CLLS26-22-01 **PO #:**

Payee Name: Colusa County Free Library
(Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address:
Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: $46,692
(Payable Upon Execution of Agreement)

Grantee Name: Colusa County Free Library
(Name on Award Letter and Agreement)

Project Title: Literacy and English Acquisition Services

For Period From: upon execution to end of grant period

Type of Payment:
- ☒ PROGRESS
- ☐ FINAL
- ☐ IN FULL
- ☐ AUGMENT

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

____
(Signature of the Authorized Representative)

______________________________ ______________________________
(Print Name) (Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2026
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-140-0001, Chapter 19, Statutes of 2026
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By ______________________________ Date ______________________________
(State Library Representative)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	**E-MAIL ADDRESS**

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**
☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
☐ **PARTNERSHIP**
☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)
☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
☐ **LEGAL** *(e.g., attorney services)*
☐ **EXEMPT** *(e.g., nonprofit)*
☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

In Process

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐No services performed in California
☐Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	**TITLE**	**E-MAIL ADDRESS**
SIGNATURE	**DATE**	**TELEPHONE** *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	**UNIT/SECTION**	
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*

CITY	**STATE**	**ZIP CODE**	**E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
    - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Colusa County

Agenda Request Form

Item ID#: 2026-665 **Agenda Date:** 8/25/2026 **Item IV.5**

HEALTH AND HUMAN SERVICES

Subject
Medi-Cal County Inmate Program Administrative Services Agreement and Participation Agreement with the California Department of Health Care Services.

Action Requested
Approval of the Medi-Cal County Inmate Program (MCIP) Administrative Services Agreement and Participation Agreement (PA) between the California Department of Health Care Services (DHCS) and the County of Colusa.

Detailed Description
The Department of Health and Human Services requests approval of the Medi-Cal County Inmate Program (MCIP) Administrative Services Agreement and Participation Agreement (PA) between the California Department of Health Care Services (DHCS) and the County of Colusa.

The County is responsible for arranging for and paying for medical care for its inmates. The PA allows the County to voluntarily participate in the MCIP. The Agreement for Administrative Services is intended to reimburse the DHCS for its administrative costs associated with the MCIP. The MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates with Federal Financial Participation (FFP). The County receives budgetary savings because it does not fund the federal share of MCIP services for its Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP may be claimed consistent with federal law.

Therefore, DHHS requests the approval of the MCIP Participation Agreement and Administrative Services Agreement with DHCS with a term effective July 1, 2026, through June 30, 2029.

Fiscal Impact
No additional impact to the County General Fund, as the administrative cost is budgeted with DHHS State funding. The County's total administrative cost to participate in MCIP shall not exceed $592.12 over the three-year agreement term. Participation in MCIP allows the County to reduce eligible inmate medical costs through Federal Financial Participation.

Personnel Impact

N/A

Contact
Kirill Obraztsov

Action for the Clerk
Please defer to the requirements for approved and executed agreements to be processed and mailed to DHCS, which is included in the Transmittal Instructions Letter attached.

Attachments:
1. Colusa County 26-60112 MCIP Administrative Services Agreement 2026-29
2. BUSINESS ASSOCIATE ADDENDUM (BAA)
3. Colusa MCIP Participation Agreement 2026-29
4. DHCS Transmittal Instructions

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement is made and entered into on this __1st__ day of ___July__________, 2026__, between the California Department of Health Care Services ("DHCS") and Colusa County ("County," and together with DHCS, "Parties").

1. Intent of Agreement

This purpose of this Agreement for Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) is to reimburse DHCS for the administrative costs associated with the MCIP, as further described in Welfare & Institutions Code (WIC) sections 14053.7 and 14053.8, Penal Code section 5072, 42 U.S.C. section 1396d(a)(30)(a).

2. Parties

The parties to this Agreement are DHCS , the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1, and the County of Colusa.

3. Authority

This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2026 through and including June 30, 2029 ("Contract Term").

5. Definitions

A. "Certified Public Expenditure Process" or "CPE Process" means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.

B. "Days" as used in this Agreement shall mean calendar days unless specified otherwise.

C. “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

D. “Designated Public Hospital” has the meaning set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.

E. “Inmate” as used in this Agreement means persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “Juvenile Inmate,” and Government Code sections 26605.6(a) “Prisoner,” 26605.7(a) “Prisoner” and (d)(1) “Probationer,” and 26605.8 “Prisoner” and “Probationer.”

F. “MCIP” or “Medi-Cal County Inmate Program” includes the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.

G. “MCIP Administrative Services” means the administrative services provided by DHCS personnel for the administration of MCIP.

H. “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

I. State Fiscal Year (SFY) means July 1st of each calendar year through June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The maximum payable amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the non-federal share of DHCS’ administrative costs and shall not exceed $592.12, which shall be based on a methodology specified in Addendum A.

A. The maximum payable amount shall be further subject to the allocated State Fiscal Year’s (SFY’s) annual limits not to exceed:

$182.41 for July 1, 2026, through and including June 30, 2027

$196.89 for July 1, 2027, through and including June 30, 2028
$212.82 for July 1, 2028, through and including June 30, 2029

For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Elizabeth A. Kelly, Director, Colusa County Department Health & Human Services
County of Colusa
251 E. Webster St.
Colusa, CA 95932

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit an annual invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services performed by DHCS during the period billed.

2. The County shall pay DHCS for the County's apportioned share of the non-federal share of MCIP administrative services performed by DHCS which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.

3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement which, at DHCS' discretion, may result in termination of both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount for the SFY invoiced. Payment for any MCIP administrative services performed by DHCS exceeding the respective maximum payable amount shall require an amendment to this Agreement. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.

5. Payments shall be sent to DHCS at the following address, or such other address as may specify in writing:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall perform the services related to administering the MCIP described in Schedule A, attached hereto and incorporated by reference herein, or the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that the County shall perform all other administrative services not set forth in Schedule A.

2. DHCS shall maintain accounting records for personnel services at the level of detail as described in Schedule A. Additionally, these records shall identify any equipment utilized and all related operating expenses.

3. DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services performed by DHCS based on Addendum A. The annual invoice for reimbursement shall identify the following summarized categories of DHCS' costs for

the allocated SFY period billed: (i) salary, (ii) benefits, (iii) operating expenses, and (iv) total costs. Costs shall be multiplied by one (1) minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on the methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

2. DHCS' cessation of any services due to federal Medicaid responsibilities does not relieve the County of the obligation to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.

3. DHCS agrees to provide to the County, or any federal or state department with monitoring, auditing or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.

2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.75 full-time equivalent (FTE) positions composed of: one-quarter (0.25) FTE Supervisor II, one-half (0.50) FTE Supervisor I, one (1) FTE Health Program Specialist I, one (1) FTE Analyst I/Analyst II, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.

3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medi-Cal providers to receive MCIP services.

2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.

3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days of DHCS' request.

11. Amendments

Amendments to this Agreement shall be considered binding on the Parties when made in writing and signed by the Parties to this Agreement, and, if required by State law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 7 may be made by written communication, including e-mail, to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties identified in Article 7. The County shall remain obligated to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.

B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP.

C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

A. Approval. This Agreement is of no force or effect until signed by an authorized representative of both Parties.

B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.

C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 11, or it shall be terminated pursuant to Article 12.

D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.

E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:

1. The Americans with Disabilities Act of 1990, as amended;

2. Section 504 of the Rehabilitation Act of 1973, as amended;

3. Title XIX of the Social Security Act;

4. Welfare and Institutions Code section 14000 et seq.;

5. Government Code section 53060;

6. The California Medicaid State Plan;

7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;

8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;

9. Government Code sections 26605.6, 26605.7, and 26605.8;

10. Penal Code section 5072;

11. 42 Code of Federal Regulations; and,

12. Applicable sections of the California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.

2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Assignment. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of both Parties.

I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 13.D.

J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

K. Third Party Beneficiaries. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

M. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act, DHCS shall have the option to cancel this Agreement with no liability occurring to the State.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

O. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

P. Survival. All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the Parties to survive this Agreement, including but not limited to the County's obligation to reimburse DHCS for administrative services related to supplemental payments made during the Contract Term.

Q. Contract Execution. Unless otherwise prohibited by law or either Parties' policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by both Parties.

The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

County of ______________________

Signature: ____

Name: ____

Title: ____

Date: ____

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section

Signature: ____

Name: ____

Title: ____

Date: ____

SCHEDULE A
SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance services, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.

2. Lead the development, implementation, and administration of the MCIP.

3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.

4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.

5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on services or assignments directly related to the MCIP.

6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.

7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.

8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.

9. Provide the County with accounting, program technical assistance, and training related to the MCIP.

10. Maintain an invoice tracking system for MCIP and provide a report on an annual basis.

11. Establish an annual MCIP administrative cost based on Addendum A.

12. Invoice the County on an annual basis for administrative services and costs.

ADDENDUM A: MCIP Administrative Costs

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *

2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost-of-living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 8% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs annually after the close of the previous fiscal year based on actual administrative costs per the methodology above.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 **Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. **Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

County Name: Colusa

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) is to permit the County of Colusa (County) to voluntarily participate in the Medi-Cal County Inmate Program (MCIP) as a provider of acute inpatient hospital services and inpatient psychiatric services provided to juvenile inmates who are admitted as inpatients in a medical institution off the grounds of the correctional facility, and who, but for their institutional status as inmates, are otherwise eligible for Medi-Cal benefits. The mutual objective of the California Department of Health Care Services (DHCS) and the County is to improve access to the services needed. This PA sets out responsibilities relative to the County's participation in the MCIP.

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective on July 1, 2026.

2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.

3. Termination Without Cause:

   Either party may terminate this PA without cause and terminate the County's participation in MCIP by giving at least a 30-day prior written notification to the other party of the termination. Notice of termination shall result in the County's immediate withdrawal from MCIP effective on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation in MCIP is reinstated by DHCS. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination for Cause:

   a. If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed in Article IV below. Furthermore, DHCS may terminate this PA for cause if: (i) DHCS determines that the County does not meet the requirements for participation in MCIP; (ii) the County has not submitted a valid reimbursement claim; or (iii) the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP. The conviction of an employee, contractor, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a contractor or subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, contractor, subcontractor, or authorized agent, or employee or agent of a contractor or subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this PA for which DHCS may terminate this PA.

b. DHCS may terminate this PA in the event that DHCS determines that the County, or any employee, contractor, subcontractor or authorized agent working with the County has violated the laws, regulations or rules governing MCIP.

c. In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective on the date DHCS made such determination. After termination of the PA, any overpayments must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

d. This PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

Elizabeth A. Kelly, Director, Colusa County Department Health & Human Services
County of Colusa
251 E. Webster St.
Colusa, CA 95932

Uma De Silva, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Uma.DeSilva@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered in writing to the project representatives identified above.

ARTICLE V – PAYMENT TERMS AND INVOICING

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and 26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS. DHCS shall submit an invoice to the County on a quarterly basis. The DHCS invoice shall specify both the total federally claimable cost and the nonfederal share of the total cost for payments DHCS made to providers. The DHCS invoice shall not contain, and the County shall not compensate DHCS for, MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.

2. In addition to the DHCS invoice, DHCS shall submit to the County a quarterly report containing information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed upon by theParties.

   If after comparing its owed nonfederal share to payments made by the County, the County determines it has overpaid DHCS, and the amount is undisputed by DHCS, DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the overpayment amount against the County's next quarterly payment due to DHCS.

3. DPHs in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision f. of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.

   a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by State and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds and shall not be eligible for Social Security Act Title XIX FFP.

   b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County shall not request and receive the difference from the Medi-Cal provider.

   c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is obligated to reimburse DHCS for the nonfederal share of DHCS' full payment for the MCIP services.

   d. In the event that FFP is unavailable for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.

e. If the Centers for Medicare & Medicaid Services (CMS) determine an overpayment has occurred, including the application of any federal payment limit that reduces the amount of FFP available, then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.

f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed through the CPE process.

2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS, then the County shall hold DHCS harmless for the return of the FFP to CMS.

3. Upon the County's compliance with all applicable provisions in this PA and applicable State and federal laws, regulations and MCIP rules, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.

4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units, not based on their status as inmates of a correctional institution, but rather on their treatment needs and plan of care.

5. Ensure that an appropriate audit trail exists within County records and accounting system(s) and maintain expenditure data as indicated in this PA.

6. The County agrees to provide to DHCS or any federal or state department with monitoring, auditing or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and State statutes, rules and regulations, and this PA.

7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days of DHCS' request.

8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.

9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay annual administrative costs directly to DHCS.

    a. The annual administrative costs payment shall be used to pay DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

    b. The amount of the administrative costs shall be based upon the anticipated State salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to administering the MCIP.

    c. The County shall enter into a separate agreement with DHCS to reimburse DHCS for the administrative costs incurred by DHCS to administer MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims for which FFP is available and obtained by DHCS for the MCIP service claims.

2. DHCS shall maintain accounting records to a level of detail that identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.

3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.

4. DHCS shall:

    a. Ensure that an appropriate audit trail exists within DHCS' records and accounting system(s) and maintain expenditure data as indicated in this PA.

    b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.

    c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.

    d. With each quarterly invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the nonfederal share that the County is obligated to pay under this PA.

5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relieve the County of the obligation to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.

7. DHCS agrees to provide to the County, or any federal or State department with monitoring, auditing or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

ARTICLE VIII – FISCAL PROVISIONS

1. DHCS will invoice the County quarterly at the address indicated in Article IV. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.

2. Counties are required to have an authorized county representative sign and submit the MCIP Certification and Hold Harmless to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

ARTICLE IX – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA, and the County shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an amendment to the PA to the County to reflect the reduced amount.

ARTICLE X – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand to DHCS.

2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the completion of an audit or other examination that results in the discovery of an overpayment

per Welfare and Institutions Code section14172.5, amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

ARTICLE XI – AMENDMENT

1. This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended by the parties only by a written amendment to this PA.

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XII – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA.

2. The interpretation and performance of this PA shall be governed by the laws of the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

3. DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in State or federal law.

4. Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this PA, shall not be interpreted as a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents.

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and

Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

ARTICLE XV – CONFIDENTIALITY

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

ARTICLE XVI – ALTERNATIVE FORMATTING

1. The County assures the State that it complies with the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

2. County will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the ADA, which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

THIS SPACE INTENTIONALLY LEFT BLANK

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: ______________________________

____
Name of Authorized Representative
(Person legally authorized to bind contracts for the County)

____
Title of Authorized Representative

____
Signature of Authorized Representative

____
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

____
Signature of the DHCS Authorized Representative

____
Typed or Printed Name of the DHCS Authorized Representative

____
Typed or Printed Title of the DHCS Authorized Representative

____
Date

DATE: 4/21/2026

TO: County of Colusa

SUBJECT: Medi-Cal County Inmate Program (MCIP) Contract No. 26-60112 for Administrative Services and Participation Agreement Contract No. 26-MCIPCOLUSA-06 Term July 1, 2026 – June 30, 2029.

Enclosed for signature is the MCIP contract for administrative services along with the participation agreement for term July 1, 2026 – June 30, 2029.

The MCIP contracts must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) **as soon as possible upon receipt of renewal contract materials**.

The requirements for processing the enclosed amendment include the following:

- Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which **specifically** approves and authorizes execution of this contract.
- The individual authorized by the County must sign (in blue ink) one copy of both Agreements*****. Please ensure that the printed name and title are neatly written/typed into the appropriate boxes on the contracts (ensuring all written information is legible).

- Return the following to DHCS: ****Please do not staple any documents.****
    - **One** copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
    - **One** original signed of each Agreement. Only an original with a **blue** ink, wet signature will be accepted; signature stamps or seals are **not** an acceptable form of signature.
    - **One** original; Contractor Certification Clauses

* If your County requires a physical copy to be sent back via mail, please send additional **original** copies signed with blue ink. Otherwise, you will receive an electronic copy via email.

- Send to:

Regular Mail or Overnight Mail
Department of Health Care Services **Contracts Division** **Attention: Nga Pham** **1501 Capitol Avenue, MS 4200** **Sacramento, CA 95814**

- Please retain a copy of the documents as a temporary record until such time you receive a copy of the executed Agreements.

We appreciate working with you. If you have any questions, please email the IMCU inbox at DHCSIMCU@dhcs.ca.gov.

Sincerely,

Priscilla Molina,

Analyst II

Department of Health Care Services Local Governmental Financing County Based Inmate Services Section Inmate Medi-Cal Claiming Unit

Enclosures:

- MCIP Administrative Services Contract No. 26-60112
- Participation Agreement Contract No. 26-MCIPCOLUSA-06
- DHCS HIPAA BAA

Colusa County

Agenda Request Form

Item ID#: 2026-673 **Agenda Date:** 8/25/2026 **Item IV.6**

SHERIFF/CORONER

Subject
Resolution of the Colusa County Board of Supervisors Authorizing the Execution and Delivery of a Facility Sublease for the Colusa Jail Project.

Action Requested
Adopt a Resolution of the Colusa County Board of Supervisors Authorizing the Execution and Delivery of a Facility Sublease for the Colusa Jail Project and Authorizing Certain Actions In Connection Therewith.

Detailed Description
The Colusa County Sheriff's Office has completed construction of the Colusa County Detention and Treatment Facility (CCDTF). The facility is located directly adjacent, and connected to the existing Colusa County Jail at 929 Bridge Street in Colusa, CA. The County of Colusa received $20 million through SB 863 from the State of California to construct the facility. Part of the agreement requires a sublease agreement between the Board of State and Community Corrections (BSCC) and the County of Colusa.

The BSCC intends to provide long-term financing for the Project through the issuance and sale of lease revenue bonds of the Board (the "Bonds") as authorized by the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) (the "Act"), which Bonds will be secured, in part, by the Base Rental payments to be made under a Facility Lease to be entered into by and between the Department and the Board (the "Facility Lease").

The Facility Sublease establishes the terms and conditions under which the County will occupy, operate, and maintain the facility during the term of the State's financing. Adoption of the proposed Resolution will authorize the execution and delivery of the Facility Sublease and authorize the County to take the additional actions necessary to complete the financing and related documentation.

Although the Board is being asked to authorize the Facility Sublease at this time, the documents will not be executed until all required documents have been finalized by the County and State. Finalization is currently anticipated during the last week of October.

Fiscal Impact
No Fiscal Impact

Personnel Impact
No Personnel Impact

Contact
Michael Bradwell

Action for the Clerk
Returned signed resolution to Assistant Sheriff Mike Bradwell.

Attachments:
1. FACILITY SUBLEASE SPWB 2026D (BSCC) (COLUSA) 8.13.2026
2. COUNTY RESOLUTION (BSCC) (COLUSA) 8.13.2026

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

STRADLING YOCCA CARLSON & RAUTH
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attention: Lawrence Chan, Esq.

[Space above for Recorder's use.]

FACILITY SUBLEASE

by and between the

BOARD OF STATE AND COMMUNITY CORRECTIONS
OF THE STATE OF CALIFORNIA,
as Sublessor

and

COUNTY OF COLUSA,
as Sublessee

Dated as of ________ 1, 2026

COLUSA JAIL PROJECT
(COLUSA COUNTY)

NO DOCUMENTARY TRANSFER TAX DUE. This Facility Sublease is recorded for the benefit of the State of California and is exempt from California documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103, 27383 and 27388.1 (a)(2)(D) and (d)(2) of the California Government Code. Lease term less than 35 years.

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FACILITY SUBLEASE

This Facility Sublease (the "Facility Sublease"), dated as of ________ 1, 2026, is made and entered into by and between the BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA, as sublessor (the "Department") and the COUNTY OF COLUSA, a political subdivision of the State of California, as sublessee (the "Participating County").

R E C I T A L S

WHEREAS, pursuant to Chapter 3.131 of Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15820.93 (together, the "Law"), the State Public Works Board (the "Board") is authorized to finance the acquisition, design, and construction of an adult local criminal justice facility; and

WHEREAS, in accordance with the Law, the Participating County has constructed an adult local criminal justice facility as described in Exhibit B hereto (the "Project"), which is located at 919 Bridge Street, Colusa, CA 95932, on the real property described and depicted in Exhibit A hereto (the "Site"), fee title to which is owned by the Participating County; and

WHEREAS, the Participating County, as fee owner of the Site, has leased the Site to the Department pursuant to an Amended and Restated Ground Lease, dated as of September 30, 2025, executed by and between the Participating County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on October 21, 2025 in the Official Records of the County of Colusa as Document No. 2025-0002511 (the "Ground Lease"); and

WHEREAS, pursuant to the Law, the Board has issued the Bonds (as defined in the Facility Lease (as defined below)) to finance and refinance the Project, in conjunction with which the Department, as lessor, and the Board, as lessee, entered into the Site Lease (as defined in the Facility Lease), providing for the sublease of the Site, the existing improvements thereon and all rights appurtenant thereto to the Board, and the Board, as lessor, and the Department, as lessee, entered into a facility lease dated as of ________ 1, 2026, as amended from time-to-time (the "Facility Lease"), providing for the leasing of the Site and the Project to the Department (the Site, together with the Project, the "Facility"); and

WHEREAS, the Site Lease and the Facility Lease will provide security for the Bonds which have been issued by the Board under the Indenture (as defined in the Facility Lease), by and between the Board and the Treasurer of the State of California, as trustee (the "State Treasurer"); and

WHEREAS, the Department, pursuant to the Law, is authorized to enter into one or more subleases and/or contracts with the Participating County; and

WHEREAS, the Participating County, as sublessee, will be responsible for all the maintenance and operating costs for the Facility; and

WHEREAS, payment of the principal of and interest on the Bonds will be made through rental payments made under the Facility Lease by the Department from annual appropriations to the Department included in the State budget, but the costs of operating and maintaining the Facility will be paid by the Participating County; and

WHEREAS, it is the intent of the parties that, upon the payment in full of the Bonds and all other indebtedness incurred by the Board for the Project, if any, the Ground Lease, the Site Lease, the Facility Lease and this Facility Sublease will terminate in accordance with their respective terms and fee title to the Project will vest in the Participating County pursuant to the terms and conditions in the Ground Lease.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. Definitions. Unless otherwise required by the context, all capitalized terms used herein and not defined herein shall have the meanings assigned such terms in the Facility Lease or the Indenture.

SECTION 2. Sublease of the Facility to the Participating County Subject to Facility Lease. The Participating County hereby leases the Facility from the Department, and the Department hereby leases the Facility to the Participating County, on the terms and conditions hereinafter set forth, subject to all easements, encumbrances and restrictions of record, including without limitation, the terms and conditions of the Site Lease and the Facility Lease. This Facility Sublease is in all respects subordinate and subject to the Site Lease and the Facility Lease. The Participating County covenants it shall continuously operate and maintain the Facility and shall have no right to abandon the Facility.

SECTION 3. Term. The term of this Facility Sublease shall commence on the date of initial issuance and delivery of the Bonds and shall terminate on the same date as the Facility Lease, unless such term is extended by the parties hereto, or unless sooner terminated as provided herein, provided, however, except as set forth in Section 10(b) or (c), no termination of this Facility Sublease shall occur until all the Bonds and all other indebtedness incurred by the Board for the Project, if any, have been fully repaid.

SECTION 4. Consideration and Conflict between Documents. The Department makes this Facility Sublease in consideration for the public benefit to the State of California (the "State") provided by the Project, which is described in Government Code Section 15820.933, and for the undertaking by the Participating County of the financial obligations required under this Facility Sublease. This Facility Sublease is subject to the terms of the Ground Lease, Site Lease and Facility Lease and in the event of a conflict between this Facility Sublease and any of the Ground Lease, the Site Lease or the Facility Lease, the provisions of the Ground Lease, the Site Lease or the Facility Lease, as the case may be, shall control.

SECTION 5. Purpose and Use. The Site shall be used by the Participating County for the purpose of staffing, operating and maintaining the Project and appurtenances related thereto, in order to provide the Project and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies. The Participating County shall be required to obtain the prior written consent of the Department and the Board for any change in use of the Facility, or any part thereof.

SECTION 6. Obligations of Participating County.

(a) Maintenance, Repair, Replacement and Utilities. The Participating County shall, at its own cost and expense, pay for all maintenance and repair, both ordinary and extraordinary, of the Facility. The Participating County shall at all times maintain, or otherwise arrange for the maintenance of, the Facility in good condition, and the Participating County shall pay for, or otherwise arrange for, the payment of all utility services supplied to the Facility, and shall pay for, or otherwise arrange for, the payment of the costs of the repair and replacement of the Facility resulting from ordinary or extraordinary wear and tear or want of care on the part of the Participating County or any other cause (except for a catastrophic uninsured loss), and shall pay for, or otherwise arrange for, the payment of any insurance policies, except those provided by the Department pursuant to the Facility Lease.

(b) Rent. The Department shall pay all Base Rental and Additional Rental as defined in and as required under the Facility Lease. The Participating County shall pay upon the order of the Department or the Board as rent hereunder such amounts, if any, in each year as shall be required by the Department or the Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Department, the Board or the State Treasurer affecting or relating to the Facility or their respective interests or estates therein. Except for the Base Rental and Additional Rental obligations and insurance obligations as specified in the Facility Lease, the Department shall have no duty under this Facility Sublease to pay for any other costs to maintain and operate the Facility. The rent required under this Section 6(b) shall be abated proportionately during any period in which the Department's obligation to pay rent under the Facility Lease shall be abated.

The Participating County shall submit to the Department within 15 Business Days of the final adoption of the Participating County's budget each year, a copy of its approved and authorized budget, or other written information acceptable to the Department, that details the amounts allocated to maintain and operate the Facility, including any reserves. On November 1 of each year during the term of this Facility Sublease, the Department shall submit a report to the Board including a summary of the information provided by the Participating County as set forth in this paragraph. This report shall be in a form approved by the Board and shall incorporate any other summary to be provided by the Department pursuant to the terms of any facility sublease entered into by the Department in connection with facilities constructed pursuant to the Law, as applicable.

SECTION 7. Insurance.

(a) Insurance Obligations of the Department. The Department will pay or cause to be paid the cost of all insurance required to be maintained under the Facility Lease. The Participating County will not be required to pay or reimburse the Department or any other State agency for these insurance costs or any deductible paid by the State. The Department will provide, or cause to be provided, proof of insurance coverage to the Participating County upon request of the Participating County.

In the event of (i) damage or destruction of the Facility caused by the perils covered by the insurance required under the Facility Lease and (ii) if the Board elects, under the terms of the Facility Lease and the Indenture, to redeem the outstanding Bonds, and (iii) if any insurance proceeds remain after the Bonds have been redeemed and such remaining proceeds are not needed under the terms of the Indenture, and (iv) such funds are distributed to the Department, then the Department agrees to distribute such funds to the Participating County.

The Department will not insure the Participating County's equipment, stored goods, other personal property, fixtures, or tenant improvements, nor such personal property owned by Participating County's, subtenants or assigns, if any, or invitees. The Department shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Facility by the Participating County caused by fire or other casualty, or to replace any such personal property or trade fixtures. The Participating County may, at its sole option and expense, obtain physical damage insurance covering its equipment, stored goods, other personal property, fixtures or tenant improvement or obtain business interruption insurance.

To the extent permitted by law, the Department and the Participating County agree to release the other and waive their rights of recovery against the other for damage to the Facility or their respective property at the Facility arising from perils insured under any commercial property insurance listed in this Facility Sublease or the Facility Lease. The property insurance policies of the Department and the Participating County shall contain a waiver of subrogation endorsement in favor of the other.

(b) Insurance Obligations of the Participating County. The Participating County, at its own cost and expense, shall secure and maintain or cause to be secured and maintained from an insurance company or companies approved to do business in the State of California and maintain during the entire term of this Facility Sublease, the following insurance coverage for the Facility:

(1) General liability insurance in an amount not less than one million Dollars ($1,000,000) per occurrence. Evidence of such insurance shall be on a General Liability Special Endorsement form and should provide coverage for premises and operations, contractual, personal injury and fire legal liability;

(2) By signing this Facility Sublease, the Participating County hereby certifies that it is aware of the provisions of Section 3700, *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply, and it will cause its subtenants and assignees to comply, with such provisions at all such times as they may apply during the term of this Facility Sublease.

(3) Auto insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of not less than one million dollars ($1,000,000) per occurrence. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles or coverage for any auto.

(c) Additional Insureds. The Participating County agrees that the Department and the Board and their officers, agents and employees shall be included as additional insureds in all insurance required herein; provided, however that this Section 7(c) shall not apply to the Workers' Compensation insurance referenced in Section 7(b)(2) hereof.

(d) Insurance Certificate. The Participating County shall submit or cause to be submitted to the Department, by no later than June 30th of each year, a certificate of insurance or other evidence of insurance in a form satisfactory to the Department demonstrating that the insurance required to be maintained by the Participating County hereunder is in full force and effect.

(e) Self-Insurance. Notwithstanding any other provision of this Section, the Participating County may satisfy the insurance obligations hereunder by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve in whatever proportions are deemed appropriate by the Participating County and acceptable to the Department and the Board. The Participating County shall furnish the Department and the Board with a certificate or other written evidence of the Participating County's election to provide or cause to be provided all or part of its coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof.

SECTION 8. Assignment, Subletting of Facility or Third Party Use.

(a) The Participating County shall not sublet, assign or allow any third party, including but not limited to the federal government or any agency or instrumentality thereof, to use any portion of the Facility, or permit its subtenants, assignees or third party users to sublet or assign portions of the Facility, without obtaining the prior written consent and approval of the Department and the Board, which may be granted or denied in their sole discretion, and, provided further, that any such sublease, assignment or use agreement shall be subject to the following conditions:

(1) Any sublease, assignment or use agreement related to the Facility entered into or consented to by the Participating County shall explicitly provide that such agreement is subject to all rights of the Board under the Facility Lease, including, the Board's right to re-enter and re-let the Facility or terminate the Facility Lease upon a default by the Department and to all rights of the Department under this Facility Sublease including, the Department's right to re-enter and re-let the Facility or terminate this Facility Sublease upon a default by the Participating County; and

(2) At the request of the Department or the Board, the Participating County shall furnish the Department and the Board with an opinion of nationally recognized bond counsel acceptable to the Board to the effect that such sublease, assignment or use agreement will not, in and of itself, cause the interest on the Bonds issued on a tax-exempt basis to be included in gross income for federal income tax purposes.

(b) The Participating County acknowledges that, if the Department breaches the terms of the Facility Lease, a remedy for such breach available to the Board under the Facility Lease is to enter and re-let the Facility to an entity other than the Department. If the Board, at its discretion, chooses to exercise this remedy, the Board agrees that its first offer to relet the Facility shall be made to the Participating County; provided, however, the terms of such offer shall be determined at the sole reasonable discretion of the Board.

(c) This Facility Sublease shall not be subordinated to any sublease, assignment or use agreement.

(d) So long as any Bonds remain Outstanding, the obligation under paragraph (a) above for the Participating County to obtain the written consent and approval of the Department and the Board prior to subletting, assigning or allowing any third party use of any portion of the Facility shall survive the termination of this Facility Sublease.

SECTION 9. Hazardous Materials. The Participating County shall fully disclose in writing to the Department and the Board the existence, extent and nature of any Hazardous Materials (defined below), substances, wastes or other environmentally regulated substances, of which the Participating County has actual knowledge relative to the Facility. The Participating County further warrants, covenants and represents that it will promptly notify the Department and the Board in writing of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in, around or under the Facility or used in connection therewith, of which the Participating County gains actual knowledge, and will transmit to the Department and the Board copies of any citations, orders, notices or other material governmental or other communication received by the Participating County with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Facility. The Participating County shall ensure (as to itself), and shall use its best efforts to ensure (as to its contractors, consultants, sublessees and other agents), that all activities of the Participating County or any officers, employees, contractors, consultants, sublessees, or any other agents of the Participating County performed at the Facility will be in full compliance with all Environmental Laws, and further agrees that neither the Participating County nor its contractors, consultants, sublessees, agents, officers or employees will engage in any management of solid wastes or Hazardous Materials at the Facility which constitutes noncompliance with or a violation of any Environmental Laws. If there is a release of Hazardous Materials on or beneath the Facility which constitutes noncompliance with or a violation of any Environmental Laws, the Participating County shall promptly take all action necessary to investigate and remedy such release.

The Participating County shall defend, indemnify and hold the State of California, including, but not limited to, the Department, the Board and their officers, directors, agents, employees and successors and assigns (each, an "Indemnified Party" and, together, the "Indemnified Parties") harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants', or experts' fees and expenses of every kind and nature) suffered by or asserted against one or more of the Indemnified Parties as a direct or indirect result of any warranty or representation made by the Participating County in the preceding paragraph being false or untrue in any material respect or the breach of any obligation of the Participating County in the preceding paragraph or as a result of any act or omission on the part of the Participating County or any contractor, consultant, sublessee or other agent of the Participating County which constitutes noncompliance with or a violation of any Environmental Laws. The indemnification obligations set forth in this paragraph shall survive any termination of this Facility Sublease.

"<u>Hazardous Materials</u>" means any substance, material, or waste which is or becomes, prior to the date of execution and delivery hereof, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous substance", "hazardous material", "toxic substance", "solid waste", "pollutant or contaminant", "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C.A §§ 9601 *et seq*.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C.A §§ 6901 *et seq*.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C.A §§ 1251 *et seq*.]; the Toxic Substances Control Act ("TSCA") [15 U.S.C.A §§ 2601 *et seq*.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A §§ 136 *et seq*.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A §§ 9601 *et seq*.]; the Clean Air Act [42 U.S.C.A §§ 7401 *et seq*.]; the Safe Drinking Water Act [42 U.S.C.A §§ 300f *et seq*.]; the Solid Waste Disposal Act [42 U.S.C.A §§ 6901 *et seq*.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A §§ 1201 *et seq*.]; the Emergency Planning and Community Right-to-Know Act [42 U.S.C.A §§ 11001 *et seq*.]; the Occupational Safety and Health Act [29 U.S.C.A §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code §§ 25280 *et seq*.]; the California Hazardous Substances Account Act [Health & Saf. Code §§ 25300 *et seq*.]; the California Hazardous Waste Control Act [Health & Saf. Code §§ 25100 *et seq*.]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code §§ 25249.5 *et seq*.]; the Porter-Cologne Water Quality Act [Wat. Code §§ 13000 *et seq*.], including without limitation, Sections 25115, 25117 or 25122.7 of the California Health and Safety Code, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 78075 of the California Health and Safety Code, Division 45, Part 2, Chapter 1 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code.

"Environmental Laws" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to Hazardous Materials to which the Participating County or the Facility is subject, including all those laws referenced above in the definition of Hazardous Materials.

SECTION 10. Termination, Breach, Default and Damages.

(a) This Facility Sublease shall terminate upon the occurrence of the expiration of the Facility Lease as set forth in Section 3.

(b) If the Participating County shall fail to keep, observe or perform any term, covenant or condition contained herein to be kept or performed by the Participating County for a period of sixty (60) days after notice of the same has been given to the Participating County by the Department or the Board or for such additional time as is reasonably required, in the sole discretion of the Department, with the consent of the Board, to correct any of the same, the Participating County shall be deemed to be in default hereunder and it shall be lawful for the Department to exercise any and all remedies available pursuant to law or granted pursuant to this Facility Sublease. Upon any such default, the Department, in addition to all other rights and remedies it may have at law, shall, with the consent of the Board, have the option to do any of the following:

(1) To terminate this Facility Sublease in the manner hereinafter provided on account of default by the Participating County, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place. In the event of such termination, the Participating County agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Department and the Board all damages recoverable at law that the Department may incur by reason of default by the Participating County, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained. Neither notice to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Department nor any proceeding in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting such re-entry or obtaining possession of the Facility, nor the appointment of a receiver upon initiative of the Department to protect the Board's interest under the Facility Lease shall of itself operate to terminate this Facility Sublease, and no termination of this Facility Sublease on account of default by the Participating County shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Department shall have given written notice to the Participating County of the election on the part of the Department to terminate this Facility Sublease. The Participating County covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this Facility Sublease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Department by such written notice.

(2) Without terminating this Facility Sublease, (i) to enforce any term or provision to be kept or performed by the Participating County or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Department does not elect to terminate this Facility Sublease in the manner provided for in subparagraph (1) hereof, the Participating County shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the Participating County, and notwithstanding any entry or re-entry by the Department

or suit in unlawful detainer, or otherwise, brought by the Department for the purpose of effecting a re-entry or obtaining possession of the Facility. Should the Department elect to re-enter as herein provided, the Participating County hereby irrevocably appoints the Department as the agent and attorney-in-fact of the Participating County to re-let the Facility, or any part thereof, from time to time, either in the Department's name or otherwise, upon such terms and conditions and for such use and period as the Department may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place, for the account of and at the expense of the Participating County, and the Participating County hereby exempts and agrees to save harmless the Department from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon and re-letting of the Facility and removal and storage of such property by the Department or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Department or its agents. The Participating County agrees that the terms of this Facility Sublease constitute full and sufficient notice of the right of the Department to re-let the Facility in the event of such re-entry without effecting a surrender of this Facility Sublease. The Participating County further agrees that no acts of the Department in effecting such re-letting shall constitute a surrender or termination of this Facility Sublease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the Participating County the right to terminate this Facility Sublease shall vest in the Department to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The Participating County further agrees to pay the Department the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the Participating County of the completion and installation of such additions or alterations.

(c) This Facility Sublease may be terminated at the option of the Board if the Board determines to exercise its right to enter and re-let the Facility under the Facility Lease pursuant to a default by the Department thereunder.

(d) In addition to any default resulting from breach by the Participating County of any term or covenant of this Facility Sublease, if (1) the Participating County's interest in this Facility Sublease or any part thereof be assigned, sublet or transferred without the prior written consent to the Department and the Board, either voluntarily or by operation of law, or (2) the Participating County or any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the Participating County asks or seeks or prays to be adjudicated as bankrupt, or is to be discharged from any or all of the Participating County's debts or obligations, or offers to the Participating County's creditors to effect a composition or extension of time to pay the Participating County's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the Participating County's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the Participating County, or if a receiver of the business or of the property or assets of the Participating County shall be appointed by any court, except a receiver appointed at the insistence or request of the Department or the Board, or if the Participating County shall make a general or any assignment for the benefit of the Participating County's creditors, or (3) the Participating County shall abandon the Facility, then the Participating County shall be deemed to be in default hereunder.

(e) The Department shall in no event be in default in the performance of any of its obligations hereunder unless and until the Department shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the Participating County to the Department that the Department has failed to perform any such obligation.

(f) The Participating County hereby waives any and all claims for damages caused or which may be caused by the Department in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the Department, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Department or its agents.

Each and all of the remedies given to the Department hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Department to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term “re-let” or “re-letting” as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Department of the Facility. If any statute or rule of law validly shall limit the remedies given to the Department hereunder, the Department nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Department shall prevail in any action brought to enforce any of the terms and provisions of this Facility Sublease, the Participating County agrees to pay reasonable attorney’s fees incurred by the Department in attempting to enforce any of the remedies available to the Department hereunder, whether or not a lawsuit has been filed.

SECTION 11. Additions, Betterments, Extensions or Improvements; Prohibition Against Encumbrance.

(a) Subject to the limitations set forth in this Section 11, at its sole cost and expense, the Participating County shall have the right during the term of this Facility Sublease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the Participating County; provided, however, that any such changes to the Facility shall be made in a manner that does not result in an abatement of the rental hereunder or the rental due from the Department under the Facility Lease.

(b) If any proposed additions, betterments, extensions or improvements of the Facility require the recommendations to be provided by the Department acting pursuant to the provisions of California Penal Code Section 6029 or other law granting similar regulatory authority to the Department, the Participating County shall, concurrently with the submission to the Department, request the approval of the Department and the Board to such additions, betterments, extensions or improvements. The Participating County acknowledges the commencement of such additions, betterments, extensions or improvements shall be subject to receipt by the Participating County of the Board’s approval thereto. In the event the Participating County shall at any time during the term of this Facility Sublease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the Participating County shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Participating County in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Department's or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Department's or the Board's interest therein, the Participating County shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Participating County desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the Participating County shall forthwith pay or cause to be paid and discharged such judgment. In accordance with Section 20, the Participating County agrees to and shall, to the maximum extent permitted by law, defend, indemnify and hold the Department, the Board, the State Treasurer and their officers, directors, agents, employees, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Department's or the Board's interest therein.

(c) The Participating County agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Facility or the Easement Property except Permitted Encumbrances (defined below).

The term "Permitted Encumbrances" means as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, not then delinquent; (2) the Ground Lease, the Site Lease and the Facility Lease, as they may be amended from time to time; (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, which exist of record as of the date of issuance of the Bonds; (4) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions, all of a non-monetary nature, established following the date of issuance of the Bonds and to which the Board consents in writing; and (5) this Facility Sublease and any sublease, assignment or use agreement approved by the Board in accordance with Section 8 hereof.

(d) The Department hereby covenants and agrees that, except as set forth in Sections 8 and 10, neither this Facility Sublease nor any interest of either party in this Facility Sublease shall be sold, mortgaged, pledged, assigned, or transferred by voluntary act or by operation of law or otherwise.

(e) The Participating County shall not in any manner impair, impede, or challenge the security, rights and benefits of the owners of the Bonds or the trustee for the Bonds.

SECTION 12. <u>Continuing Disclosure</u>. The Participating County hereby covenants and agrees that it will fully cooperate with the Department, the Board and the State Treasurer so that they can comply with and carry out all of the provisions of the Continuing Disclosure Agreement and will provide all information reasonably requested by the Department, the Board or the State Treasurer regarding the Facility, in connection with continuing disclosure obligations. The Participating County further covenants to provide notice to the Department, the Board and the State Treasurer within five Business Days of the occurrence of any event which causes any portion of the Facility not to be available for beneficial use or occupancy by the Participating County.

SECTION 13. Status of Private Activity Use of the Facility. The Participating County hereby covenants and agrees to provide information to the Department and the Board by January 31 of each year regarding "Private Use" (as such term is defined in Section 14(d) below), if any, of the Facility. Any such private use must be consistent with the Participating County's covenants pursuant to Section 14 hereof. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds and acknowledged to by the Participating County in its certificate attached to the Tax Certificate. The obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease so long as any Bonds issued on a tax-exempt basis remain Outstanding.

SECTION 14. Tax Covenants.

(a) The Participating County covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended; and any applicable regulations promulgated from time to time thereunder. The Participating County further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds which are issued on a tax-exempt basis.

(b) The Participating County covenants that it will not use or permit more than 10% of (i) the proceeds of the Bonds which are issued on a tax-exempt basis or the Project to be used in the aggregate for any activities that constitute a "Private Use" (as such term is defined in paragraph (d) below). The Participating County covenants that it will not cause more than 10% of the principal of or interest on the Bonds which are issued on a tax-exempt basis under the terms thereof or any underlying arrangement, to be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or which will be derived from payments in respect of property used for a Private Use.

(c) The Participating County covenants that it shall not take or permit to be taken any action or actions which would cause more than 5% of the proceeds of the Bonds which are issued on a tax-exempt basis or the Project to be used for a Private Use that is unrelated or disproportionate to the governmental use of the proceeds of such Bonds (an "Unrelated or Disproportionate Use") or to cause more than 5% of the principal of or interest on such Bonds to be directly or indirectly secured by any interest in property used or to be used for a Private Use that is an Unrelated or Disproportionate Use or in payments in respect of property used or to be used for a Private Use that is an Unrelated or Disproportionate Use.

(d) The term "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities other than a "governmental person," which is defined within Treasury Regulation Section 1.141-1(b) as a state or local governmental unit or any instrumentality thereof. A "governmental person" does not include the United States or any agency or instrumentality thereof. The leasing of property financed or refinanced with proceeds of the Bonds which are issued on a tax-exempt basis or the use by or the access of a person or entity other than a governmental unit to property or services on a basis other than as a member of the general public shall constitute a Private Use. Private Use may also result from certain management and service contracts as described in paragraph (e) below.

(e) The Participating County will not enter into any arrangement with any person or entity other than a state or local governmental unit which provides for such person to manage, operate, or provide services with respect to the Facility (or any portion thereof) (a "Service Contract"), unless the Board, in its discretion, consents to such Service Contract.

(f) The Participating County covenants to maintain records relating to the Project as are required to be maintained by it in accordance with the Tax Certificate.

(g) The obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease so long as any Bonds which are issued on a tax-exempt basis remain Outstanding.

SECTION 15. No Merger. The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Sublease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Sublease as well as another estate or interest in the Facility.

SECTION 16. Waste. The Participating County shall not commit, suffer, or permit any waste or nuisance on or within the Facility or any acts to be done thereon in violation of any laws or ordinances.

SECTION 17. Amendments. This Facility Sublease may not be amended, changed, modified or altered without the prior written consent of the parties hereto and the Board.

SECTION 18. Waiver. Any waiver granted by the Department of any breach by the Participating County of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof. The Department shall not grant any such waiver without the prior written consent of the Board.

SECTION 19. Non-Liability of the Department and other State Entities. Any obligation of the Department created by or arising out of this Facility Sublease shall not impose a debt or pecuniary liability upon the Department, the Board or the State of California, or a charge upon the general credit or taxing powers thereof, but shall be payable solely out of funds duly authorized and appropriated by the State.

The delivery of this Facility Sublease shall not, directly or indirectly or contingently, obligate the Board, the Department, the State Treasurer or the State of California to levy any form of taxation therefor or to make any appropriation. Nothing herein or in the proceedings of the Participating County, the Board or the Department shall be construed to authorize the creation of a debt of the Board, the Department, the State Treasurer or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the Board, the Department or the State of California.

SECTION 20. Indemnification. As required by California Government Code Section 15820.934 the Participating County agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of the Participating County's use and occupancy of the Facility, including the use and occupancy of the Facility by any sublessee or invitee of the Participating County. The Participating County further agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all claims and losses accruing and resulting from or arising out of and the acquisition, design, and construction of the Project. The Participating County's obligation to indemnify, defend and hold harmless under this Section shall extend to all such claims and losses arising, occurring, alleged, or made at any time, including prior to, during, or after the period that this Facility Sublease is in full force and effect. Notwithstanding the preceding sentence, the Participating County will not be required to indemnify, defend or hold harmless an Indemnified Party from any claim which arises, in whole or in part, from the gross negligence or willful misconduct or omission of such Indemnified Party. The indemnification obligations of the Participating County set forth in this Section shall survive any termination of this Facility Sublease.

SECTION 21. Law Governing. This Facility Sublease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist. Any action or proceeding to enforce or interpret any provision of this Facility Sublease shall, to the extent permitted by law, be brought, commenced or prosecuted in the courts of the State located in the County of Sacramento, California.

SECTION 22. Headings. All section headings contained in this Facility Sublease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Facility Sublease.

SECTION 23. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or via email, and addressed as follows:

To the Department:	Board of State and Community Corrections 2590 Venture Oaks Way, Suite 200 Sacramento, CA 95833 Attention: Executive Officer Email: aaron.maguire@bscc.ca.gov
To the Board:	State Public Works Board 915 "L" Street, 9th Floor Sacramento, CA 95814 Attention: Executive Director Email: PWBCompliance@dof.ca.gov
To the State Treasurer:	Treasurer of the State of California Public Finance Division P.O. Box 942809 Sacramento, CA 94209-0001 Attention: Public Finance Division Email:
To the Participating County:	County of Colusa 547 Market Street, Suite 102 Colusa, CA 95932

Attention: Molly West
Email: mwest@countyofcolusaca.gov

The address to which notices shall be mailed or emailed as aforesaid to any party may be changed by written notice given by such party to the others as hereinabove provided.

SECTION 24. Successors and Assigns. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 25. Validity and Severability. If for any reason this Facility Sublease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Department or by the Participating County, all of the remaining terms of this Facility Sublease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the Participating County hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Facility Sublease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the Participating County annually in consideration of the right of the Participating County to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this Facility Sublease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect, to the extent permitted by law.

SECTION 26. Execution. This Facility Sublease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Facility Sublease. It is also agreed that separate counterparts of this Facility Sublease may separately be executed by the Department, the Participating County and any other signatory hereto, all with the same force and effect as though the same counterpart had been executed by the Department, the Participating County and such other signatory.

SECTION 27. Recordation of Lease. The notarization of the signatures of the signatories to this Facility Sublease is for the purpose of recordation of this Facility Sublease with the official records of the County of Colusa. This Facility Sublease shall be recorded in the official records of the County of Colusa solely for the purpose of giving constructive notice of this Facility Sublease to third parties as provided under State law. The failure of any signatory to obtain and affix a notarization to this Facility Sublease shall not affect the validity of this Facility Sublease. The date of recordation of this Facility Sublease shall not change, alter or modify the commencement date of this Facility Sublease as set forth in Section 3 hereof or the effectiveness of any provision of this Facility Sublease.

SECTION 28. Multiple Originals. This Facility Sublease may be executed in any number of originals, each of which shall be deemed to be an original.

SECTION 29. Net Lease. This Facility Sublease shall be deemed and construed to be a "net lease" and the Participating County hereby agrees that the rentals provided for herein shall be an absolute net return to the Department, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 30. Effect of Substitution. Notwithstanding any provision herein to the contrary, in the event of a substitution of another public facility or facilities and real property for all of the Facility pursuant to Section 25 of the Facility Lease (a "Substitution"), this Facility Sublease shall remain in full force and effect except as provided in this Section 30 and the County shall continue as the sublessee hereunder. Upon such Substitution, (a) the references to Site Lease and Facility Lease in Section 2 and Section 4 shall be deemed deleted and this Facility Sublease will no longer be subordinate to the Site Lease and the Facility Lease and the Department and the Board agree to record an appropriate document with the County Recorder's Office to remove the lien of the Site Lease and the Facility Lease against the Facility; (b) the references to the Department's obligations to pay Base Rental and Additional Rental and the abatement of rent paid by the Participating County in Section 6(b) shall be deemed deleted; (c) the first two paragraphs of Section 7(a) shall be deemed deleted and the Department and the Board will not be required to maintain any insurance with respect to the Facility; and (d) the references to the Facility Lease and the Board's rights under the Facility Lease in Section 8(a)(1) and the provisions of Section 8(b) and Section 10(c) shall no longer be of any force and effect and neither the Department nor the Board shall have any right to declare a default hereunder or to re-enter or re-let the Facility as a result of a default under the Facility Lease.

SECTION 31. Board as Third Party Beneficiary. The Board is a third party beneficiary of this Facility Sublease.

IN WITNESS WHEREOF, the Department and the Participating County have caused this Facility Sublease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

BOARD OF STATE AND COMMUNITY CORRECTIONS OF THE STATE OF CALIFORNIA

By: ______________________________
Aaron R. Maguire
Executive Officer

APPROVED (Pursuant to Government Code section 11005.2):

DEPARTMENT OF GENERAL SERVICES OF THE STATE OF CALIFORNIA

By: ______________________________
Michael Butler
Section Chief, Real Property Services Section

CONSENT AND ACKNOWLEDGEMENT OF THE BOARD:

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By: ______________________________
Sydney Tanimoto Corley
Executive Director

COUNTY OF COLUSA

By: ____
Jose Merced Corona
Colusa County Board of Supervisors, Chairman

APPROVED AS TO FORM AND LEGAL EFFECT:

RICHARD STOUT
County Counsel

By: _________________________________
Richard Stout
County Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Facility conveyed under the foregoing to the County of Colusa, a political subdivision duly organized under the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Colusa, pursuant to authority conferred by resolution of the Board of Supervisors adopted on August 25, 2026, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: ___________, 2026

COUNTY OF COLUSA

By: ______________________________________
Jose Merced Corona
Colusa County Board of Supervisors, Chairman

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On ___________________ before me, ____________________________________, Notary Public,

personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

____
SIGNATURE OF NOTARY PUBLIC

4919-0302-5344v5/024238-0108

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF COLUSA)

On ___________________ before me, ____________________________________, Notary Public,

personally appeared ____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF SITE

EXHIBIT B

DESCRIPTION OF PROJECT

Colusa Jail Project: The Colusa Jail Project (SB 863) is located at 919 Bridge Street, Colusa, CA 95932. The project includes the design and construction of a new, stand-alone jail facility on approximately one acre of county-owned land, adjacent to the existing county jail in the City of Colusa. The new building provides approximately 100 beds, a secure corridor to the existing jail, medical/mental health and dental clinic, retherm kitchen, food storage, and administrative space. Each housing unit includes dayrooms and outdoor recreation space and the facility includes program space for education, counseling, and treatment. The facility also includes, but is not limited to, utilities; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; communications; electronics; fencing; security and fire protection systems; as well as minor landscaping and pavement for building access and all necessary appurtenances. This facility was constructed using poured-in-place steel reinforced concrete and a steel reinforced concrete slab. The walls of the Colusa Jail Project are constructed of precast concrete, with precast concrete decks and cell ceilings, concrete masonry wall units for segregation of interior pods and outdoor recreational space. Various other interior non-secure area walls are constructed of metal framing and drywall with drop ceilings. The roof of the facility is constructed of a Fleece Backed Thermoplastic Polyolefin Membrane System designed for long term durability. A central control room was constructed on the second level in the facility to view inmate activity and control mechanical and electrical operation of the facility. Mechanical services are installed throughout the facility and are centralized in three separate mechanical chases located behind cells along with an independent mechanical equipment room. The facility was built to LEED Silver standards, but did not apply for a LEED Silver certification as a savings measure and could apply in the future should financial constraints change.

RESOLUTION NO. __-___

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY SUBLEASE FOR THE COLUSA JAIL PROJECT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the County of Colusa (the "County"), the State Public Works Board of the State of California (the "Board"), and the Board of State and Community Corrections of the State of California (the "Department") have previously entered into that certain Amended and Restated Project Delivery and Construction Agreement dated as of September 30, 2025, with respect to the construction of an adult local criminal justice facility, commonly known as the Colusa Jail Project described in Exhibit A hereto (the "Project");

WHEREAS, the County has leased to the Department certain real property (the "Site") described in Exhibit B to that certain Amended and Restated Ground Lease dated as of September 30, 2025 by and between the County, as landlord, and the Department, as tenant, and consented to by the Board, and recorded on October 21, 2025 in the Official Records of the County as Document No. 2025-0002511 (the "Ground Lease") on which the Project has been constructed;

WHEREAS, the Board intends to provide long-term financing for the Project through the issuance and sale of lease revenue bonds of the Board (the "Bonds") as authorized by the State Building Construction Act of 1955 (being Part 10b of Division 3 of Title 2 of the California Government Code commencing at Section 15800) (the "Act"), which Bonds will be secured, in part, by the Base Rental payments to be made under a Facility Lease to be entered into by and between the Department and the Board (the "Facility Lease");

WHEREAS, in connection with the issuance of the Bonds, the Department intends to lease the Site to the Board pursuant to the terms of a Site Lease between the Board and the Department (the "Site Lease") and the Board intends to lease the Site and the Project (together, the "Facility") to the Department pursuant to the terms of the Facility Lease; and

WHEREAS, upon the issuance of the Bonds, the County and the Department intend to enter into a Facility Sublease (the "Facility Sublease"), the form of which has been presented to the Board of Supervisors for approval at the meeting at which this resolution is being adopted;

NOW, THEREFORE, BE IT RESOLVED that:

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. The form of the Facility Sublease presented at this meeting is hereby approved. Each of the Chair of the Board of Supervisors and the County Administrative

Officer (or any acting or interim of such positions or their designees) (collectively, the "Authorized Officers"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk of the Board of Supervisors is authorized to attest, the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the Department or the Board as conditions to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by any one of the Authorized Officers each of whom, acting alone, is authorized to approve such changes. Each of the Authorized Officers is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Facility Sublease. The County hereby consents to the terms of the Site Lease and the Facility Lease and acknowledges that the County's right to occupy the Facility pursuant to the Facility Sublease may be terminated in accordance with Section 10 of the Facility Sublease, including (i) in the event of a default under the Facility Lease, as a result of the Board exercising its rights to re-enter and re-let the Facility in accordance with the Facility Lease, and (ii) in the event of a default under the Facility Sublease as a result of the Department exercising its rights to re-enter and re-let the Facility in accordance with the Facility Sublease.

SECTION 3. The County affirms that the Ground Lease remains in full force and effect and enforceable against the County in accordance with its terms.

SECTION 4. Each of the Authorized Officers and the other officers of the County, acting alone, is hereby authorized to do any and all things and to execute and deliver any and all documents, certificates (including tax certificates) and agreements (including any amendments to the Ground Lease) which they may deem necessary and advisable in order to consummate the execution and delivery of the Facility Sublease and the issuance of the Bonds and otherwise effectuate the purposes of this Resolution. In the event that the Clerk of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 25th day of August, 2026 by the following vote:

AYES:

NOES:

ABSENT:

____
J. Merced Corona, Board Chair

ATTEST: Joshua Pack, Clerk of the Board of Supervisors

By ____________________________
Patricia Rodriguez, Deputy Clerk II

APPROVED AS TO FORM:

____
Richard Stout, County Counsel

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY SUBLEASE FOR THE COLUSA JAIL PROJECT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

EXHIBIT A

DESCRIPTION OF PROJECT

Colusa Jail Project: The Colusa Jail Project (SB 863) is located at 919 Bridge Street, Colusa, CA 95932. The project includes the design and construction of a new, stand-alone jail facility on approximately one acre of county-owned land, adjacent to the existing county jail in the City of Colusa. The new building provides approximately 100 beds, a secure corridor to the existing jail, medical/mental health and dental clinic, retherm kitchen, food storage, and administrative space. Each housing unit includes dayrooms and outdoor recreation space and the facility includes program space for education, counseling, and treatment. The facility also includes, but is not limited to, utilities; electrical; plumbing; mechanical; heating, ventilation, and air conditioning; communications; electronics; fencing; security and fire protection systems; as well as minor landscaping and pavement for building access and all necessary appurtenances. This facility was constructed using poured-in-place steel reinforced concrete and a steel reinforced concrete slab. The walls of the Colusa Jail Project are constructed of precast concrete, with precast concrete decks and cell ceilings, concrete masonry wall units for segregation of interior pods and outdoor recreational space. Various other interior non-secure area walls are constructed of metal framing and drywall with drop ceilings. The roof of the facility is constructed of a Fleece Backed Thermoplastic Polyolefin Membrane System designed for long term durability. A central control room was constructed on the second level in the facility to view inmate activity and control mechanical and electrical operation of the facility. Mechanical services are installed throughout the facility and are centralized in three separate mechanical chases located behind cells along with an independent mechanical equipment room. The facility was built to LEED Silver standards, but did not apply for a LEED Silver certification as a savings measure and could apply in the future should financial constraints change.

Colusa County

Agenda Request Form

Item ID#: 2026-634 **Agenda Date:** 8/25/2026 **Item V.1**

COUNTY ADMINISTRATIVE OFFICE

Subject
Informational Report on Purchasing Actions Approved Under the Purchasing Agent's Delegated Authority Pursuant to the Amended County Policy 401 – Purchasing and Procurement Policy.

Action Requested
Receive an informational report regarding purchasing actions approved under the Purchasing Agent's delegated authority pursuant to the amended County Policy 401 – Purchasing and Procurement Policy, and the administrative and operational efficiencies realized since the amended policy became effective on May 7, 2026.

Detailed Description

On May 7, 2026, the amended County Policy 401 – Purchasing and Procurement Policy became effective following its approval by the Board of Supervisors. The amended policy increased the purchasing thresholds delegated to the Purchasing Agent for the execution of purchasing contracts and issuance of purchase orders. These revisions were intended to streamline routine procurement activities while maintaining compliance with applicable purchasing laws and County policies.

As of August 7, 2026, the Purchasing Agent has executed 43 purchasing actions that previously would have required individual Board approval. These actions include 30 professional services and other contracts, 6 purchase orders, and 7 public works contracts procured through the California Uniform Public Construction Cost Accounting Act (CUPCCAA). These transactions represent a variety of goods and services necessary to support County operations and demonstrate the broad application of the delegated purchasing authority across County departments.

The delegated authority has significantly improved the County’s ability to conduct day-to-day business. Under the previous process, each routine transaction required preparation of a staff report, internal departmental review, placement on a Board agenda, and formal Board action before a contract could be executed or a purchase completed. As a result, 42 Board agenda items were eliminated, reducing the administrative burden on County staff while allowing routine purchases and contracts to move forward without waiting for the next available Board meeting. Departments are now able to respond to operational needs within days rather than several weeks or months, ensuring County services continue without unnecessary delay.

These efficiencies extend beyond the Purchasing Division and have reduced the administrative workload for every County department, as well as the County Administrative Office, Clerk of the Board, and County Counsel. Staff time previously dedicated to preparing, reviewing, and processing routine agenda items can now be redirected toward other operational priorities and strategic initiatives.

One example of these efficiencies is the Courthouse Annex exterior painting project. Prior to adoption of the amended policy, this public works project would have required two separate Board agenda items, one to approve the bid documents and a second to award the contract. Instead, the project was competitively bid through the County's CUPCCAA informal bidding process, resulting in a bid of $71,600, approximately $18,400 below the original budgetary estimate. The streamlined process allowed the contract to be finalized within weeks rather than months, enabling the project to be completed before fall and winter weather while remaining fully compliant with applicable procurement requirements.

Another significant benefit has been the County's ability to efficiently implement contracts associated with the transition of Jail Health services from Wellpath to the Department of Health and Human Services (DHHS). The delegated authority has allowed the County to execute multiple professional services and operational agreements in a timely manner, supporting the successful implementation of this critical County function. Requiring each of these agreements to return to the Board for individual approval could have delayed implementation and created unnecessary operational challenges during the transition.

The County also recently utilized the streamlined procurement process to solicit proposals for audit and financial services for the County's special districts. Following a competitive Request for Proposals process, the County was able to enter into agreements with four qualified firms in a timely manner, creating a pool of professional resources that can be accessed as individual special districts require assistance. This provides the County and its special districts with quicker access to audit and financial expertise without having to conduct a separate procurement and Board approval process for each individual engagement.

These examples highlight the broader impact of the amended policy and demonstrate how increased purchasing authority has improved the County's ability to respond efficiently to both routine and time-sensitive operational needs. Whether completing a public works project, supporting the transition of a critical County service, securing professional resources for special districts, or processing routine departmental purchases, the amended policy has reduced administrative delays and allowed staff to respond more quickly to County needs while maintaining appropriate procurement requirements and transparency.

Fiscal Impact
N/A

Personnel Impact

N/A

Contact
Molly West

Action for the Clerk
N/A

Attachments:
1. Purchasing Agent Purchases

Contracts				
Contract #	Vendor	Category	Department	Cost
PC26-024	Sac Floor Store	CUPCCAA	Sheriff	$ 28,033.65
PC26-028	Kennedy Consulting	Professional Services	DHHS	$ 50,000.00
PC26-032	ADC	Office Equipment	DHHS	$ 33,600.00
PC26-033	Cross Electric	CUPCCAA	As needed	$ 25,000.00
PC26-034	ADC	Office Equipment	Sheriff	$ 17,400.00
PC26-035	Colusa Plumbing	CUPCCAA	As needed	$ 25,000.00
PC26-037	Megabyte Systems	Software	Assessor	$ 10,000.00
PC26-038	Brain Learning Psychological Corporation	Professional Services	DHHS	$ 21,000.00
PC26-039	Precision West Technologies	CUPCCAA	DHHS	$ 58,792.96
PC26-043	Fiscal Experts, Inc.	Professional Services	DHHS	$ 25,500.00
PC26-044	Jump	Professional Services	DHHS	$ 19,332.00
PC26-046	NeoGov	Software	HR	$ 15,622.64
PC26-049	Enterprise	Vehicle Lease	DHHS	$ 21,753.48
PC26-051	Holly	Software	HR	$ 38,636.25
PC26-055	Seneca Family of Agencies	Professional Services	DHHS	$ 10,500.00
PC26-056	Wendy K. Lyle	Professional Services	DHHS	$ 50,000.00
PC26-057	TridentCare	Professional Services	DHHS	$ 25,000.00
PC26-058	Enterprise	Vehicle Lease	BH	$ 40,308.00
PC26-061	Integrated Security Controls	CUPCCAA	Sheriff	$ 79,839.66
PC26-062	Precision West Technologies	Professional Services	Probation	$ 21,000.00
PC26-063	Beck Civil Engineering, Inc.	Professional Services	DPW	$ 50,000.00
PC26-067	PerformYard	Software	HR	$ 23,914.00
PC26-068	Enterprise	Vehicle Lease	BH	$ 46,527.60
PC26-069	CorEMR	Professional Services	DHHS	$ 41,600.00
PC26-071	Department of Housing and Community Development	Professional Services	DHHS - Revenue Agreement	$ 27,938.00
PC26-072	Dhillon Dental	Professional Services	DHHS	$ 50,000.00
PC26-074	Enterprise	Vehicle Lease	BH	$ 22,243.20
PC26-079	All Star Painting	CUPCCAA	CAO	$ 71,600.00
PC26-081	NextRequest	Software	County Counsel	$ 20,379.00
PC26-083	ADC	Office Equipment	HR	$ 12,500.00
PC26-084	Vasquez & Company, LLP	Professional Services	CAO	$ 50,000.00
PC26-086	Orlando R. Torres Torregrosa, CPA	Professional Services	CAO	$ 50,000.00
PC26-087	Badawi & Associates	Professional Services	CAO	$ 50,000.00
PC26-089	Kevin Brejnak, CPA	Professional Services	CAO	$ 50,000.00
PC26-091	Youth for Change	Professional Services	BH	Term extension - 3 years
PC26-093	CCOE	Professional Services	BH	Term extension - 2 years
PC26-094	All About Building, Inc.	CUPCCAA	Sheriff	Term extension - 30 days

Purchase Orders				
PO #	Vendor	Category	Department	Amount
15305072026	LC Action Police Supply	Glock pistols	Probation	$ 11,885.80
61005072026	Engineering Supply Company	Equipment	Public Works	$ 11,413.30
40105072026	Corner Office	Furniture	Sheriff	$ 16,241.01
52105072026	Walker's Furniture	Furniture	Sheriff	$ 18,656.91
53405202026	Emcor	HVAC Repair	Sheriff	$ 22,320.00
40806302026	Carahsoft	Software	IT	$ 16,695.68

Colusa County

Agenda Request Form

Item ID#: 2026-666 **Agenda Date:** 8/25/2026 **Item V.2**

ADMIN

Subject
Approval of Memorandum of Understanding with the Colusa Groundwater Authority for Administrative Services

Action Requested
Approve the Memorandum of Understanding (MOU) between the County of Colusa and the Colusa Groundwater Authority (CGA) for the provision of administrative services and authorize the County Administrative Officer to execute the agreement and any non-substantive administrative amendments consistent with the intent of the MOU.

Detailed Description
The Colusa Groundwater Authority (CGA) is a Joint Powers Authority and Groundwater Sustainability Agency responsible for implementing the Sustainable Groundwater Management Act (SGMA) within the Colusa Subbasin and portions of the Butte Subbasin located within Colusa County.

The proposed Memorandum of Understanding establishes a framework for the County to provide ongoing administrative support services to the CGA. Services may include, but are not limited to, coordination of Board and committee meetings, preparation of meeting materials, oversight of bookkeeping and accounting services, coordination with consultants and member agencies, contract administration, invoice processing, and other mutually agreed-upon administrative functions.

The MOU is intended to provide flexibility as the administrative needs of the CGA evolve over time. Rather than assigning services to a specific County position or classification, the agreement authorizes the County to designate one or more employees to provide the agreed-upon services while retaining County authority over staffing assignments and personnel administration. The agreement also establishes procedures for cost reimbursement, coordination between the County and CGA, and the transition of services should the agreement be terminated.

Approval of the MOU will formalize the administrative services relationship between the County and the CGA while providing a clear framework for ongoing coordination and reimbursement of County costs.

Fiscal Impact
The MOU provides for full reimbursement to the County for the actual direct costs and reasonable indirect costs associated with providing administrative services. By using existing County personnel and administrative resources, the agreement is expected to reduce overall administrative costs for both the County and the Colusa Groundwater Authority compared with separately staffing or contracting for these services.

Personnel Impact
The agreement does not authorize the addition of any new County positions. Administrative services will be provided by existing County personnel as designated by the County Administrative Officer or designee. Staffing assignments may be adjusted over time to best meet the operational needs of both the County and the CGA.

Contact
Joshua Pack

Action for the Clerk
Following execution by the County Administrative Officer, obtain the necessary signatures, retain the original agreement in the County's official records, and distribute fully executed copies to the Colusa Groundwater Authority, County Administrative Office, and other appropriate County departments.

Attachments:
1. CGA-Colusa County MOU for Admin Services Final 20260806

MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATIVE SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and effective as of ___________________, 2026, by and between the Colusa Groundwater Authority ("CGA") and the County of Colusa ("County"). CGA and the County may occasionally be referred to herein individually as a "Party" and collectively the "Parties."

A. In 2014, the State of California enacted the Sustainable Groundwater Management Act (Water Code Sections 10720 et seq.), referred to in this MOU as the "SGMA" or "Act," as subsequently amended, pursuant to which certain agencies may become "Groundwater Sustainability Agencies" and adopt "Groundwater Sustainability Plans" in order to manage and regulate groundwater in underlying groundwater basins. The Act defines "basin" as a basin or sub-basin identified and defined in California Department of Water Resources (DWR) Bulletin 118.

B. CGA is a joint powers authority duly formed and operating pursuant to the Joint Exercise of Powers Law (Gov. Code § 6500 *et seq.*) and that certain "Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority," entered into by and among the "Members" of the CGA (as defined in the Joint Exercise of Powers Agreement), including the County.

C. CGA is one of the Groundwater Sustainability Agencies responsible for implementing SGMA in the Colusa Subbasin (Bulletin 118, Basin No. 5-021.52) and the Colusa County portion of the Butte Subbasin (Bulletin 118, Basin No. 5-021.70).

D. The Parties wish to provide a framework for cooperative efforts for administration of the CGA.

THEREFORE, in consideration of the mutual promises set forth below and to implement the goals described above, the Parties agree as follows:

1. Purpose. The primary purpose of this MOU is to facilitate a cooperative and ongoing working relationship between the Parties that will ensure that the CGA has available to it continuous administrative support, including facilitation of Board and committee meetings, preparation of Board and committee materials, oversight of bookkeeping and accounting services, coordination with staff and consultants, management of contracts and invoices, and other services as may be requested and mutually agreed upon by the Parties (the "Services").

2. County Personnel. The County shall designate one or more County employees to provide the Services described in this MOU. The County may assign, reassign, or modify staffing as necessary to efficiently provide the Services, provided that the County continues to meet its obligations under this MOU. The County shall consult with the CGA regarding significant changes to the personnel primarily assigned to provide the Services. The Parties anticipate that the County employee or employees assigned to provide the Services will work closely with the CGA and that authorized representatives of the County and the CGA will consult regarding the qualifications, experience, and selection process for key personnel assigned to support the CGA. The County may

invite representatives of the CGA to participate in the recruitment and interview process for such personnel in an advisory capacity. Notwithstanding the foregoing, the County shall retain authority over the recruitment, selection, appointment, supervision, evaluation, discipline, reassignment, and all other terms and conditions of employment of County personnel.

3. Independent Contractor. The services provided for under this MOU shall be at the direction of the CGA Board and its authorized representatives, although the County shall remain the employer of all County personnel assigned to provide the Services. The County Administrative Officer or their designee shall retain authority over County staffing assignments and shall coordinate with the CGA regarding work priorities if competing operational needs arise. The County shall be deemed an independent contractor to the Authority, and the Authority shall have no authority to terminate, suspend, reprimand, discipline, or otherwise administer the employment of County personnel assigned to provide the Services. Any employment-related issues or concerns shall be communicated to the County Administrative Officer or their designee, who shall retain sole discretion over all employment matters.

4. Payment for Services. The County shall invoice the Authority quarterly for all costs and expenses incurred in carrying out the Services required under this MOU. The Parties anticipate that the level of Services provided under this MOU will generally be consistent with the annual budget approved by the CGA Board. Such invoices shall include the County's actual direct costs and reasonable indirect costs incurred for providing the staff and human resources time required to carry out the Services, including but not limited to rents, overhead, materials, insurance, benefits, and taxes. Invoicing shall be quarterly, and invoices shall include a statement of the County's services and the costs and expenses incurred performing the Services during each month of the prior quarter. The Authority shall pay all invoices within thirty (30) days of receipt.

5. Ongoing Cooperation. The Parties acknowledge that activities under this MOU will require frequent interaction between them to pursue opportunities and resolve issues as they arise. The Parties shall work cooperatively and in good faith. The Parties agree to meet periodically, as needed, to review workloads, priorities, and administrative support needs.

6. Notices. Any formal notice or other formal communication given under the terms of this MOU shall be in writing and shall be given personally or by first class mail and/or electronic mail (email). Any notice shall be delivered or addressed to the Parties at the addressees' mailing address and email address set forth below under each signature and at such other mailing address or email address as shall be designated by notice in writing in accordance with the terms of this MOU. The date of receipt of the notice shall be the date of actual personal service, confirmed email, or three days after the postmark on first class mail. Either Party may designate a new contact by written notice.

7. Entire Agreement/Amendments/Counterparts. This MOU incorporates the entire and exclusive agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto. This MOU may be amended only in a writing executed by all of the Parties. This MOU may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

8. Termination/Withdrawal. This MOU shall remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party. No Party shall be liable to any other if it elects to withdraw from this MOU, except that CGA shall remain liable for payment for Services provided up to the date of termination. During the notice period, the Parties shall cooperate to facilitate an orderly transition of administrative responsibilities.

9. Nature of Agreement. This MOU reflects the Parties' mutual intent to cooperate in providing the Services described herein. Except as expressly provided herein regarding payment for Services rendered and termination of this MOU, the Parties acknowledge that this MOU is intended to facilitate cooperation and is not intended to create obligations beyond those expressly set forth herein.

10. Assignment. No rights or duties of the Parties under this MOU may be assigned, and any attempt to assign or delegate such rights or duties shall be null and void.

11. Records. The County shall maintain records related to the Services provided under this MOU consistent with applicable law and shall make such records available upon reasonable request to the CGA.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first above written.

COLUSA GROUNDWATER AUTHORITY

By: ______________________________

Address: ___________________________
____

Email ___________________________

COUNTY OF COLUSA

By: ______________________________

Address: ___________________________
____

Email ___________________________

Colusa County

Agenda Request Form

Item ID#: 2026-653 **Agenda Date:** 8/25/2026 **Item VI.1**

PUBLIC WORKS DEPARTMENT

Subject
Public Hearing and Resolution for the Temporary Closure of Sand Creek Road

Action Requested
Adopt Resolution Authorizing the Temporary Closure of a Portion of Sand Creek Road to Vehicular Traffic approximately 2,700 feet west of Cortina School Road for a period of 18 months.

Detailed Description
The Colusa County Department of Public Works recommends temporarily closing a portion of Sand Creek Road from "Point A" to the Yolo County Line. This segment of roadway transitions into an area with potential tribal interests and has experienced ongoing public safety concerns, including unauthorized access, trespassing, illegal dumping, and elevated wildfire risk. These conditions present both safety hazards and nuisance issues that have proven difficult to manage under current open-access conditions.

Pursuant to California Vehicle Code §21101.4, local authorities may temporarily close a roadway by resolution when it is not required for vehicular traffic and when such closure is necessary to protect public safety and welfare. Based on field observations and coordination with local stakeholders, the Department has determined that this portion of Sand Creek Road is not a critical through route, and its temporary closure will not significantly impact traffic circulation, emergency response, or access to adjacent properties.

The proposed closure is intended to reduce unlawful activities, limit unauthorized access to tribal lands, and improve overall safety conditions in the area. Access will continue to be provided by emergency services, adjacent property owners, authorized governmental personnel, and authorized tribal representatives. The Department will install appropriate gates, barricades, and signage to clearly indicate the limits of the closure.

Public Works staff met with local property owners on Monday, July 27th to discuss the best location to install a road closure gate. The consensus was to install the gate approximately 2,200 feet west of Cortina School Road where there is an existing fence on either side of Sand Creek Road. This will serve to prevent unauthorized access by circumventing the gate.

Letters of notification for the proposed closure have been sent to affected property owners, the Colusa County Sheriff's Office, local fire departments, California Highway Patrol, and the Yolo County Public Works Director.

The closure is proposed for an initial period of eighteen (18) months, consistent with the provisions of the California Vehicle Code. Should the closure prove effective in addressing the identified issues, the Department may return to the Board to request extensions of the closure period in accordance with applicable law.

Fiscal Impact
The fiscal impact associated with the proposed temporary road closure is minimal. Costs will primarily consist of installing a gate, signage, and minor associated materials and labor, estimated at less than $5,000. These costs are expected to be absorbed within the Department's existing maintenance budget.

Over time, the closure is anticipated to result in modest cost savings due to reduced traffic volumes on this segment of Sand Creek Road. Lower traffic levels are expected to decrease wear and tear on the roadway surface, thereby reducing the frequency and extent of maintenance activities required. The Department will continue to maintain the roadway. However, overall maintenance demands are expected to be reduced.

Personnel Impact
There is no personnel impact for this item.

Contact
Scott Lanphier

Action for the Clerk
Forward Via DocuSign
Scott Lanphier: slanphier@countyofcolusaca.gov
CC: dpw@countyofcolusaca.gov

Attachments:
1. Resolution for Sand Creek Closure V4
2. Exhibit A_Sand Creek Road - Temporary Gate Closure
3. 08-25-26 PH Notice for Sand Creek Road Closure
4. Comment Letter from Gloria Ferry

Resolution No. 26-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE TEMPORARY CLOSURE OF A PORTION OF SAND CREEK ROAD TO VEHICULAR TRAFFIC FROM "POINT A" TO THE YOLO COUNTY LINE

WHEREAS, California Vehicle Code §21101.4 authorizes local authorities, by resolution, to temporarily close a roadway to vehicular traffic when the roadway is not required for vehicular use and such closure is necessary for public safety or welfare; and

WHEREAS, the County of Colusa Department of Public Works has identified ongoing public safety concerns and nuisance conditions along a portion of Sand Creek Road west of Cortina School Road and extending to the Yolo County Line, including but not limited to unauthorized access, trespassing onto tribal lands, illegal dumping, and increased risk of wildfire; and

WHEREAS, the affected segment of Sand Creek Road crosses into lands associated with tribal interests, and the continued unrestricted public access has resulted in conflicts related to unauthorized entry and use of those lands; and

WHEREAS, the temporary closure of this portion of Sand Creek Road is necessary to protect public safety, reduce nuisance conditions, and prevent continued unauthorized activities; and

WHEREAS, the subject segment of Sand Creek Road is not a critical through route or arterial roadway, and its temporary closure will not substantially adversely affect traffic circulation, safety on adjacent roadways, access for emergency response vehicles, the performance of municipal or public utility services, or the delivery of goods and services in the surrounding area; and

WHEREAS, access through the closed segment will continue to be provided for emergency services, authorized governmental personnel, adjacent property owners, and authorized tribal representatives; and

WHEREAS, the Colusa County Sheriff's Office has been consulted regarding this closure and supports actions intended to reduce unlawful activities and improve public safety along this roadway; and

WHEREAS, the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(c), as it consists of the operation, repair, maintenance, or minor alteration of existing public facilities involving negligible or no expansion of existing use; and

WHEREAS, notice of the proposed temporary road closure and of the time and place of the public hearing has been provided in accordance with the requirements of California Vehicle Code §21101.4(c), including posting and notification to affected property owners;

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors hereby authorizes and directs the temporary closure of Sand Creek Road to vehicular traffic from the location designated in Exhibit "A" to the Yolo County Line, subject to further direction and action by the Board of Supervisors; and

BE IT FURTHER RESOLVED that the Director of Public Works, or their designee, is authorized to install and maintain appropriate barricades, gates, and signage necessary to implement this closure; and

BE IT FURTHER RESOLVED that this temporary closure shall be effective for a period of eighteen (18) months from the date of adoption of this Resolution, unless extended or terminated earlier by action of the Board of Supervisors; and

BE IT FURTHER RESOLVED that access shall be permitted for emergency vehicles, authorized governmental personnel, adjacent property owners, and authorized tribal representatives.

RESOLUTION PASSED AND ADOPTED this 25th day of August, 2026, by the following vote:

AYES:

NOES:

ABSENT:

____
J. Merced Corona, Chairperson
Colusa County Board of Supervisors

ATTEST: Joshua Pack
Clerk to the Board of Supervisors

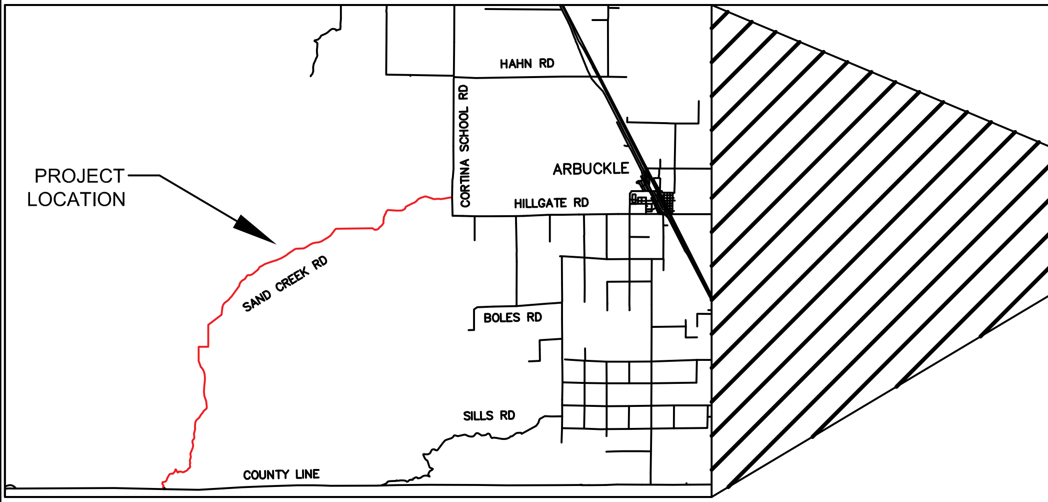
By: ____________________________
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

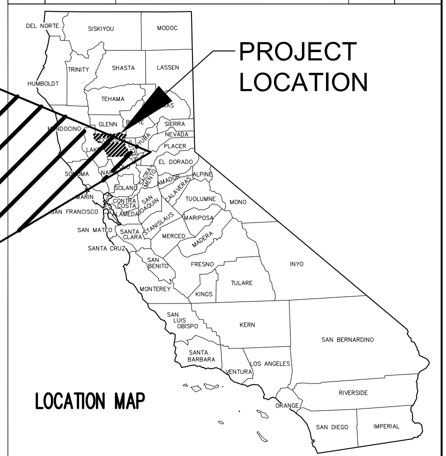
____
Richard Stout, County Counsel

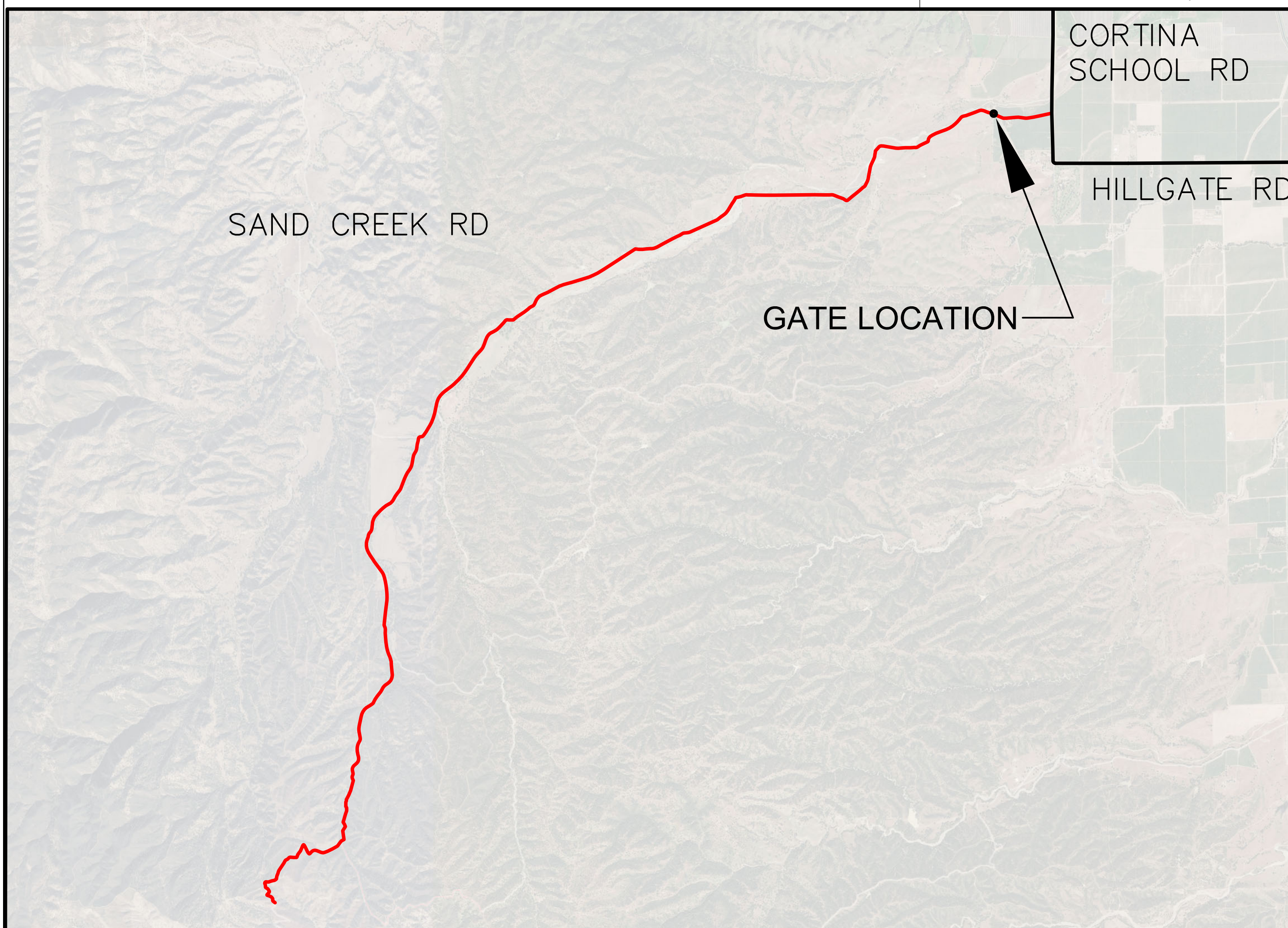
EXHIBIT "A"

TEMPORARY CLOSURE OF SAND CREEK ROAD



Dist	COUNTY		SHEET No.	TOTAL SHEETS
1	COL		1	1





NO.	REVISED	BY

UPDATED BY:

CHECKED BY:

TEMPORARY CLOSURE OF SAND CREEK ROAD

COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

APPROVED BY:

SCALE: NONE

DATE: 05/01/2026

DESIGN:

DRAWN: STL

SHEET 1 OF 1

PUBLIC HEARING NOTICE
PROPOSED TEMPORARY CLOSURE OF SAND CREEK ROAD

NOTICE IS HEREBY GIVEN that the Colusa County Board of Supervisors will conduct a Public Hearing on August 25, 2026 at 9:30 a.m. in the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, CA to consider the temporary closure of a portion of Sand Creek Road to vehicular traffic.

The proposed closure would apply to Sand Creek Road from approximately 2,500 feet west of Cortina School Road to the Yolo County Line, including the segment of roadway that extends into lands associated with the Kletsel Dehe Wintun Nation (Cortina Rancheria).

The purpose of the proposed closure is to address ongoing public safety concerns and nuisance conditions, including unauthorized access, trespassing, illegal dumping, and increased wildfire risk.

At the Public Hearing, the Board of Supervisors will consider adoption of a resolution authorizing the temporary closure of this portion of Sand Creek Road pursuant to California Vehicle Code §21101.4.

If approved, the closure would be effective for a period of up to eighteen (18) months, unless extended or terminated earlier by the Board of Supervisors. Access through the closed segment would continue to be provided for emergency services, adjacent property owners, authorized governmental personnel, and authorized representatives of the Kletsel Dehe Wintun Nation (Cortina Rancheria), as necessary.

All interested persons are invited to attend the Public Hearing and be heard on this matter. Written comments may also be submitted to the Clerk of the Board of Supervisors prior to the hearing at boardclerk@countyofcolusaca.gov or call 530-458-0508. All persons are invited to attend and be heard.

For additional information, please contact the Colusa County Department of Public Works at 530-458-0466.

Date: July 15, 2026

__ORIGINAL SIGNED________
Patricia Rodriguez, Board Clerk II

08/14/2026 · CCPR

Public Works Department

1215 Market Street

Colusa, CA 95932

Board of Supervisors

547 Market Street, Suite 102

Colusa, CA 95932

Subject: The temporary or permanent closure of Sand Creek Road in Arbuckle.

This letter is in response to the temporary closure of this road as outlined in the Interim Director's, Scott Lanphier, letter dated August 7th, 2025. and mailed from the Colusa County Public Works Department.

Sand Creek Road is a paved road up to a cattle guard crossing located above our home at 5455 Sand Creek Road. If the proposed closure is moved to the end of this pavement, it will allow permanent access to our residence. It would also allow access to another home and residence living on Sand Creek Road.

You will find an enclosed current map showing where:

1. **the location of the cattle guard crossing is located;**
2. **how far the payment goes, and;**
3. **where our residence is located on Sand Creek Road. This map is much more detailed and current that the one you were provided by the Interim Director.**

We use this road for regular ingress and egress activities including purchasing groceries, attending church, meeting with family and friends, checking mail, conducting property maintenance such as cutting grass, disking, and plowing the fields for fire prevention, and as required by the Californian State Law, having regular weekly garbage service.

We also lease our land to other farmers and ranchers. In addition, we have a student currently enrolled at the University of California Davis. He conducts research on our property for unique animals and plants. He currently is working on a grant from UC Davis for studying and observing a snake called the Coachwhip. He is hoping he can observe their habits on our property. He also has found Western Spadefoot tadpoles in the creek. This species is unique and uncommon for this area. He also has documented a flower called the Eldorado Larkspur. This is the first recorded observation for this species in all of Colusa County. We feel it is important to continue to provide access for this student's observations!

Our neighbors also regularly transport cattle, feed, and equipment to their sites on Sand Creek Road. We have seen bicyclists, bird watchers, joggers, pet walkers, sight seers, and occasional motor bikers use this road. The majority of these people are local residences of Arbuckle and Colusa County. The only damage we have observed them do is pick wildflowers and scare the deer. Finally, we have never seen large groups of people including motor cyclists and large fifth wheelers travel up and down this road.

If Sand Creek Road is completely closed, we do have several questions and concerns regarding this action:

1) If the road is closed either temporarily or permanently, who is responsible for the maintenance? We pay county taxes for this service keeping Sand Creek open and regularly maintained for ingress and egress.
2) How will the land owners be compensated if the road is closed and completely abandoned by the County of Colusa?
3) How often in the past two years has the County of Colusa sheriff's department been called to handle any problems on Sand Creek Road? We live on this road and have only observed a handful of patrol vehicles go up and down on Sand Creek Road.
4) How will emergency vehicles provide for fast service if the gate remains locked and closed?

We, as landowners, recommend that prior to reaching any decision on the partial or permanent closure of Sand Creek Road, the Board of Supervisors evaluate and consider the following:

1) **Study the current map as provided of this road,**
2) **Where the gate will be placed and,**
3) **What is the best action for the people of Colusa County.**

Moreover, why does the Boad of Supervisors only decide about temporarily or permanently extending the closure of Sand Creek Road? Will the landowners receive any notice or be given an opportunity to provide any sort of feedback?

Thank you for taking the time to read and give this letter some thought as to how you will proceed with this important decision.

We will be attending the meeting on Auguust 25th.

Sincerely,

John and Gloria Ferry

916-599-2175

PO Box 98

Williams, CA 95987

Colusa County

Agenda Request Form

Item ID#: 2026-680 **Agenda Date:** 8/25/2026 **Item IX.1**

ADMIN

Subject
Public Employee Employment, Appointment, Recruitment, Performance Evaluation, Discipline/Dismissal/Release (Gov. Code § 54957 - County Counsel).

Action Requested
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Detailed Description
.

Fiscal Impact
.

Personnel Impact
.

Contact
Joshua Pack

Action for the Clerk
.

Attachments:
None