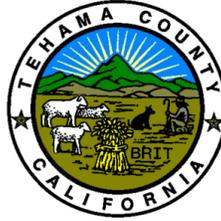


TEHAMA COUNTY BOARD OF SUPERVISORS

Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, District 3, Vice Chair
Matt Hansen, District 4, Chairman
Greg Jones, District 5



Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Board Chambers
727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
<http://www.tehama.gov>

AGENDA FOR TUESDAY, OCTOBER 28, 2025

The Board of Supervisors welcomes you to their meetings which are regularly scheduled for each Tuesday. Your participation and interest are encouraged and appreciated. Members of the public may address the Board from the podium on items on the agenda when the matter is called. The Board reserves the right to limit the time devoted to any item on the agenda and to limit the time of any speaker.

The Board wishes to ensure that business is conducted in an orderly fashion and the public is asked to be courteous and polite when addressing the Board and to be respectful to others attending the Board meeting. The Board has adopted a Code of Conduct for the public attending these meetings. The Code of Conduct is posted in the Chambers and online at <https://www.tehama.gov/wp-content/uploads/2025/09/PUBLIC-CODE-OF-CONDUCT.pdf>. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

Members of the public who are unable to attend in person may participate, listen and watch in the following ways:

- 1) To participate in the Board meeting, the public may listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.
- 2) Members of the public who are unable to attend in person may watch and listen via the web at: <https://tehamacounty.legistar.com/Calendar.aspx>. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

The audio and live video streaming is being offered as a convenience. The Board meeting will continue even if there is a disruption. If there is a disruption, the public is encouraged to consider an alternate option listed above. If you have trouble connecting or accessing the meeting, contact the Board office for assistance at (530) 527-4655.

Please refer to the last page of the agenda for information on how to participate in the

meeting, as well as the various options being made available for members of the public to provide comment.

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County’s ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County’s programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please contact the ADA Coordinator two business days prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.

The Agenda is divided into two sections:

CONSENT AGENDA:

These items include routine financial and administrative actions and are usually approved by a single majority vote. Any Board member, staff member or interested person may request that an item be removed from the Consent Agenda for discussion on the Regular Agenda.

REGULAR AGENDA:

These items include significant financial and administrative actions of special interest that are usually approved individually by a majority vote. The Regular Agenda also includes noticed hearings and public hearings. The times on the agenda are approximate.

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

REMINDER - The November 4th and November 11th Board meetings are cancelled pursuant to Board policy.

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes. Public Comment may be limited to the first 30 minutes of the meeting and if there are more speakers than this time limit will allow, the Chair may request that remaining speakers wait until the end of the meeting, at which point public comment may be reopened.

Members of the public will be allowed to address the Board of Supervisors regarding items appearing on the agenda at the time the item is called.

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Receive reports from the following standing and ad hoc committees, and discussion and possible direction to the committees regarding future meetings and activities within each committee's assigned scope:

Public Works Committee (Standing) (Hansen, Walker)

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones)

Public Safety Tax Initiative Working Group (Burroughs, Jones)

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker)

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs)

Rent Control Ordinance Ad Hoc (Jones, Nolen)

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

This is an opportunity for a County Department to provide information to the Board and the general public. These announcements are to be as brief and concise as possible and not used to seek direction from the Board.

CONSENT AGENDA

- 1. **GENERAL WARRANT REGISTER - 10/5/25 - 10/11/25** [25-1812](#)
- 2. **AUDITOR'S CLAIMS** [25-1834](#)
 - a) Court Operations, 2026-53221, Forensic Analytical Crime Lab, \$6,745.00.
- 3. **DISTRICT ATTORNEY/ SHERIFF'S OFFICE/ FACILITIES** [25-1787](#)
MAINTENANCE/ PUBLIC WORKS/ FIRE/ PROBATION/ HEALTH SERVICES AGENCY
 - a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:
 - 1) DISTRICT ATTORNEY - Jacob Rickey, 10 years
 - 2) SHERIFF'S OFFICE - Margaret Arano, 20 years
 - 3) FACILITIES MAINTENANCE - Hugo Chavez, 10 years

4) PUBLIC WORKS - Will Pike, 15 years

5) FIRE - David Haugen, 15 years

6) PROBATION

a) Glenda Allen, 25 years

b) Todd Hansen, 10 years

b) Request approval of a retirement award recognizing the following employee for their many years of faithful and dedicated service to the County of Tehama:

1) HEALTH SERVICES AGENCY

a) Michael Nystrom

4. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-1875](#)

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Psychiatric Aide II, Range 11, Step B, effective 11/2/25, or upon successful completion of all pre-employment requirements

5. HEALTH SERVICES AGENCY / ADMINISTRATION [25-1829](#)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Express Services Inc. dba Express Employment Professionals, for the purpose of providing temporary employees, for the rates as set forth in Exhibit "B", with maximum compensation not to exceed \$900,000, effective 10/1/25 and shall terminate 6/30/28

6. SOCIAL SERVICES [25-1813](#)

a) AGREEMENT - Request approval and authorization for the Director of Social Services to sign the agreement with Grand Canyon University for Social Work Intern experience with Tehama County Social Services for the term of 8/14/25 through 8/13/28 *(Subject to receipt of required insurance documentation)*

7. PERSONNEL [25-1778](#)

a) AGREEMENT - Request approval and authorization for the Chairman of the Board to sign the second Amendment to Purchasing Agreement 370PA24, as amended by Misc. Agree 2025-031, with Van Dermeyden Makus Law Corporation for the purpose of conducting independent, impartial and objective investigations of County employees, thereby increasing the maximum compensation not to exceed \$200,000, and extending the term effective 11/15/24 and shall terminate 11/15/26 *(Subject to receipt of required insurance documentation)*

8. SHERIFF'S OFFICE [25-1839](#)

a) TRANSFER OF FUNDS: SHERIFF, B-13 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$46,271.56; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), \$46,271.56 **(Requires a 4/5's vote)**

- 9. CLERK OF THE BOARD** [25-1811](#)
- a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement between the County of Tehama and Granicus, LLC for the purpose of providing meeting management software with hosted services, to be effective 5/1/26 and shall terminate 4/30/29, for a total not to exceed amount of \$94,259.54 (*Subject to receipt of required insurance documentation*)
- 10. BOARD OF SUPERVISORS** [25-1855](#)
- a) Determine that there is a need to continue the emergency proclamation, proclaiming the existence of the local emergency in Tehama County caused conditions of peril
- 11. APPROVAL OF MINUTES** [25-1832](#)
- a) Waive the reading and approve the minutes of the regular meeting held
- 1) 09/16/2025
 - 2) 09/23/2025
 - 3) 09/30/2025
 - 4) 10/07/2025

REGULAR AGENDA

- 12. SOCIAL SERVICES/ HEALTH SERVICES AGENCY/ PROBATION** [25-1760](#)
- a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:
- 1) SOCIAL SERVICES - Alaina Imhoff, 10 years
 - 2) HEALTH SERVICES AGENCY - Jamie Castro, 15 years
- b) Request approval of a retirement award recognizing the following employees for their many years of faithful and dedicated service to the County of Tehama:
- 1) PROBATION - Margy Clifford
- 13. BOARD OF SUPERVISORS** [25-1708](#)
- a) INFORMATIONAL PRESENTATION - United Way of Northern California to present information detailing its disaster services programs across the different phases of a disaster

RECESS to convene as the Tehama County Air Pollution Control District

- 14. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona** [25-1819](#)
- a) Request confirmation and authorization for the Air Pollution Control Officer to sign and submit the FY 25/26 subvention application and supporting budgets to the California Air Resources Board

ADJOURN to reconvene as the Tehama County Board of Supervisors**15. PROBATION / PERSONNEL - Chief Probation Officer Pamela Gonzalez [25-1754](#)**

a) RESOLUTION - Request adoption of a resolution to amend the FY 2025-26 Position Allocation List (PAL), (Reso #2025-074), by increasing the number of bilingual designations in Budget Unit 2037 - Probation from 4.5 FTE to 6.0 FTE effective 10/28/25

10:00 A.M.**RECESS to convene as the Tehama County Board of Equalization****16. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips [25-1847](#)**

a) Request approval of the following stipulations as recommended by the County Assessor:

- 1) Assessment Appeal No. 15-2024, Wal-Mart Stores, Inc.
- 2) Assessment Appeal No. 02-2025, Robert H. Goren

b) Request approval of the following withdrawals as recommended by the County Assessor:

- 1) Assessment Appeal No. 21-2023 (A-B) & 16-2024 (A-B), Wal-Mart Stores, Inc.

ADJOURN to reconvene as the Tehama County Board of Supervisors**17. PURCHASING / PUBLIC WORKS - Interim Director Tom Provine [25-1814](#)**

a) Request to award the bid for one (1) new ½ ton 4x4 Extended Cab Standard Bed Pickup Truck to Corning Ford in the amount of \$47,950 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

18. PUBLIC WORKS - Interim Director Tom Provine [25-1828](#)

a) BID AWARD - Request to award the following two contracts for the bid for Job Order Contracting General Civil Services 2025:

- 1) North Star Construction & Engineering, Inc. with a weighted Adjustment Factor of 1.3720
- 2) Dirt Dynasty, Inc. with a weighted Adjustment Factor of 1.4000

b) ROAD AGREEMENTS - Request approval and authorization for the Interim Director to sign the following agreements, with maximum compensation of \$1,500,000 for each contract:

- 1) ROAD AGREEMENT - North Star Construction & Engineering, Inc. (*Subject to receipt of required insurance documentation*)
- 2) ROAD AGREEMENT - Dirt Dynasty, Inc. (*Subject to receipt of required insurance documentation*)

19. PUBLIC WORKS / ADMINISTRATION / PERSONNEL - Chief [25-1868](#)

Administrator Gabriel Hydrick

a) Request approval and authorization to re-recruit for the Director of Public Works with a salary range of \$181,489 - \$220,601 (Steps A - E) per year and an additional \$3,000 per year (\$250 per month) for duties performed as Road Commissioner

20. SHERIFF / PERSONNEL - Sheriff Dave Kain [25-1805](#)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Correctional Deputy I, Range 28, Step 3, upon successful completion of all pre-employment requirements.

21. SHERIFF'S OFFICE - Sheriff Dave Kain [25-1820](#)

a) RESOLUTION - Request adoption of the resolution authorizing signatory authority for the Sheriff, Undersheriff, and Captain for the purpose of participating in the JAG Equipment and Training Program supported by the Edward Byrne Memorial Justice Assistance Grant Program and Administered by the Board of State Community Corrections (BSCC)

b) AGREEMENT - Request approval and authorization for the Sheriff to sign Standard Agreement #BSCC 1547-25 with the State of California Board of State and Community Corrections to accept grand funding for the Tehama County Sheriff's Office to be utilized for the purchase of a portable drug identification tester in the amount of \$50,551, effective 10/1/25 through 09/30/26

22. ADMINISTRATION - Chief Administrator Gabriel Hydrick [25-1852](#)

a) STUDY SESSION - Presentation of the Strategic Plan and possible direction to staff for Strategic Plan modifications in preparation for the coming budget cycle

23. COMMITTEES / COMMISSIONS - Board of Supervisors [25-1745](#)

a) Request to appoint one (1) representative of the Board of Supervisors and one (1) alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2025-2026 term, effective 12/1/2025 (Incumbents: Pati Nolen, Alternate: Tom Walker)

24. BOARD OF SUPERVISORS [25-1869](#)

a) Request formal direction to staff to draft and sign the agreement with TeamCivX for services related to the Public Safety Tax Initiative

b) TRANSFER OF FUNDS: PROFESSIONAL COUNTY SERVICES, B-15- From Fund Balance (101-301900) to Contingency (1109-59000) \$46,750.00; and From Contingency (1109-59000) to Professional Services (1105-53230), \$46,750.00
(Requires 4/5's vote)

25. BOARD OF SUPERVISORS [25-1808](#)

a) Board discussion and direction to staff regarding the drafted 2026 Regular Board meeting schedule

26. BOARD OF SUPERVISORS [25-1861](#)

- a) Discussion and announcement regarding the 3rd Annual Tehama County Holiday Lights Contest

FUTURE AGENDA ITEMS

Future Agenda Items is an opportunity for a Board member to present a topic to the full Board and County Departments and allow the Board to express majority that staff should be directed to address the issue and bring it back to the full Board as an agendized matter. This is not a time for the Board to address the merits or express their opinions on the issue but solely to decide if staff should expend resources in researching and preparing documents for consideration at a public board meeting. More complex issues may result in a future study session.

CLOSED SESSION

Members of the public may address the Closed Session matters at the time the closed session is announced.

27. CLOSED SESSION [25-1592](#)

- a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Health Services Agency Director Annual Performance Evaluation Process

28. CLOSED SESSION [25-1790](#)

- a) Liability Claims Pursuant to Government Code 54956.95
 Claimant: Pati Nolen
 Agency claimed against: Tehama County

29. CLOSED SESSION [25-1860](#)

- a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Poland et al v. Tehama County Board of Supervisors (Discussion and possible action relative to existing litigation.)

REPORTABLE ACTIONS FROM CLOSED SESSION

ADJOURN

Any written materials related to an open session item on this agenda that are submitted to the Board of Supervisors, and that are not exempt from disclosure under the Public Records Act, will be made available for public inspection at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12 (P.O. Box 250), Red Bluff, California, 96080, (530) 527-3287 during normal business hours.

The deadline for items to be placed on the Board’s agenda is 5 p.m. on the Wednesday Thirteen days prior to the meeting on Tuesday, unless a holiday intervenes. Items not listed on the Agenda can only be considered by the Board if they qualify under Government Code

Section 54954.2(b) (typically this applies to items meeting criteria as an off-agenda emergency).

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.

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

- 1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.
- 2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.
- 3) Watch live video and listen at: <https://tehamacounty.legistar.com/Calendar.aspx>. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

- 1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.
- 2) Emailing: tcbos@tehama.gov. Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of the public record.

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

- 1) In-Person: Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080: Members of the public can provide comment in-person inside the Board of Supervisors' Chambers.

2) Over the Phone: Members of the public can call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment. The public will be placed in a call-in queue until they are permitted into the meeting for comment.

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Office of the Clerk of the Board.

MINUTES, AGENDAS, AGENDA MATERIAL, and ARCHIVED MATERIAL is available on our website at <https://tehamacounty.legistar.com/Calendar.aspx>



Tehama County

Agenda Request Form

File #: 25-1812

Agenda Date: 10/28/2025

Agenda #: 1.

GENERAL WARRANT REGISTER - 10/5/25 - 10/11/25

Financial Impact:

As listed.

Background Information:

As listed.

Tehama County
TEBK400 - Check Register
Issue Dates between Oct 5, 2025 and Oct 11, 2025

Report Generated on: **Oct 14, 2025 7:29:20 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000591	10/06/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1074-53220	FACILITIES MAINT	LA 1054406	\$42.45
00000591	10/06/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53140	LIBRARY	LA 1054406	\$251.47
00000591	10/06/2025	108325	STAPLES ADVANTAGE	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	LA 1054406	\$244.97
00000592	10/07/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	LA1054406 OFFICE SUPPLIES	\$117.09
00000592	10/07/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$443.98
00000593	10/08/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	54500	\$355.41
00000594	10/08/2025	127715	DIESEL EMISSIONS SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$2,305.88
00000595	10/08/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	105863	\$5,698.73
00000595	10/08/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	11097	\$5,698.73
00000595	10/08/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	123052	\$5,698.73
00000596	10/08/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	LA1054406	\$51.19
00000596	10/08/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	LA1054406	\$223.86
00000596	10/08/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	LA1054406	\$26.34
00000596	10/08/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	LA1054406	\$24.47
00000597	10/08/2025	101653	SUBURBAN PROPANE	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1636-048307	\$1,287.16
00000598	10/08/2025	117904	VISIONS OF THE CROSS	112	HEALTH SERVICES	40171-55400	DRUG & ALCOHOL	SUPPORT & CARE OF PERSONS	\$1,820.00
00000599	10/09/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$114.17
00000600	10/10/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$30.00
00008184	10/07/2025	134476	PATI NOLEN	220	TC SOLID WASTE M	4045-53210	TC/RB LANDFILL M	9/4/2025 BOARD MTG	\$100.00

Tehama County
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70880075	10/06/2025	103939	AT&T	101	GENERAL FUND	1074-53120	FACILITIES MAINT	9391032918	\$31.41
70880077	10/06/2025	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO SHERIFF	\$15,631.00
70880078	10/06/2025	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	8730224181 water for employees	\$26.99
70880079	10/06/2025	100205	BOB'S TIRE CENTER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	TEHAMA CO SHERIFF	\$1,223.00
70880080	10/06/2025	128266	CACE	101	GENERAL FUND	1014-53200	COUNTY ADMINISTR	MEMBERSHIPS & DUES	\$941.00
70880081	10/06/2025	126362	CALIFORNIA SAFETY COMPANY INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	CSID 271914 PAYER ID 5365	\$60.00
70880082	10/06/2025	123035	CHICO STATE ENTERPRISES	116	SENIOR NUTRITION	5063-53230	SENIOR NUTRITION	007807	\$2,400.00
70880083	10/06/2025	134846	CPOC	106	PUBLIC SAFETY	2037-53290	PROBATION	PBMA 2025 ANNUAL SYMPOSIUM Y.R	\$425.00
70880084	10/06/2025	132730	CONLEY TREE AND BRUSH	101	GENERAL FUND	7021-53230	PARKS & RECREATI	PROFESSIONAL/SPECIAL SERV	\$4,500.00
70880085	10/06/2025	T0027247	DAY MANAGEMENT CORP. INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	11125699	\$2,737.28
70880086	10/06/2025	133368	ECO MEDICAL INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 22840 ANTELOPE	\$321.00
70880086	10/06/2025	133368	ECO MEDICAL INC	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO 502 OAK	\$270.00
70880087	10/06/2025	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	BEAM WIPER BLADE	\$23.26
70880087	10/06/2025	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	6021-53170	LIBRARY	MAINTENANCE OF EQUIPMENT	\$14.61
70880088	10/06/2025	142511	GRAINGER INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	830621579	\$372.98
70880089	10/06/2025	113244	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	4018-1652750	\$225.83

Tehama County
TEBK400 - Check Register
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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70880090	10/06/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	CAA 09-2025 Acct 6238	\$84.64
70880090	10/06/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct#6098 BPO428170	\$468.02
70880090	10/06/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	MOW 09/2025 Acct 6238	\$4.18
70880091	10/06/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	1074-53180	FACILITIES MAINT	MTCE STRUCT-IMPRV-GROUNDS	\$67.69
70880094	10/06/2025	101128	NAGOS FAMILY TRUST	101	GENERAL FUND	101-105580	NOT APPLICABLE	7/1/26-9/30/26	\$1,950.00
70880094	10/06/2025	101128	NAGOS FAMILY TRUST	101	GENERAL FUND	6021-53260	LIBRARY	NAGOS 10/1/25-6/30/26	\$5,850.00
70880095	10/06/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA COUNTY SHERIFF	\$15,610.81
70880096	10/06/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1	\$157.78
70880098	10/06/2025	102904	PITNEY BOWES	106	PUBLIC SAFETY	2027-53220	SHERIFF	30922033	\$500.00
70880099	10/06/2025	132241	PS TECHNOLOGIES INC	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	PROFESSIONAL/SPECIAL SERV	\$2,568.00
70880101	10/06/2025	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	5028WCC	\$187.35
70880102	10/06/2025	122965	THE PLUMBING SHOP	101	GENERAL FUND	1074-53180	FACILITIES MAINT	MTCE STRUCT-IMPRV-GROUNDS	\$105.30
70880102	10/06/2025	122965	THE PLUMBING SHOP	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	Valves for Swamp cooler	\$53.22
70880102	10/06/2025	122965	THE PLUMBING SHOP	101	GENERAL FUND	7021-53606	PARKS & RECREATI	RIDGEWAY PARK	\$13.92
70880103	10/06/2025	122810	TRANSUNION RISK	106	PUBLIC SAFETY	2027-53230	SHERIFF	859113	\$160.00
70880104	10/06/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$220.45
70880105	10/06/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	770720905-00045	\$38.01
70880105	10/06/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	742624470-00001 Mifi	\$38.01
70880106	10/06/2025	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53150	DENTAL	SEPT 25 DENTAL CLAIM	\$36,404.60
70880106	10/06/2025	133289	BENEFIT COORDINATORS	211	DENTAL	1112-53230	DENTAL	SEPT 25 DENTAL ADMIN	\$2,439.11

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			CORP-BCC		INSURANCE			FEE	
70880106	10/06/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53150	VISION	SEPT 25 VISION CLAIM	\$6,069.86
70880106	10/06/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53230	VISION	SEPT 25 VISION ADMIN FEE	\$515.94
70880107	10/06/2025	100375	CITY OF CORNING	331	CITY OF CORNING	331-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$1,531.51
70880107	10/06/2025	100375	CITY OF CORNING	332	CITY OF CORNING	332-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$694.10
70880108	10/06/2025	100376	CITY OF RED BLUFF	344	CITY RB MUNICIPA	344-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$1,689.08
70880108	10/06/2025	100376	CITY OF RED BLUFF	345	CITY RB PROPERTY	345-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$6,808.98
70880109	10/06/2025	100377	CITY OF TEHAMA	367	CITY OF TEHAMA P	367-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$100.86
70880110	10/06/2025	136674	COLUMN NA FBO DH SLATER & SON	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	RETENTION FROM CONTRADTOR PAY	\$34,284.47
70880111	10/06/2025	123020	DH SLATER AND SON INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	\$651,404.83
70880112	10/06/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Byrd & Sisneros	\$22.00
70880113	10/06/2025	132269	NITYAM LLC	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS	\$960.00
70880114	10/06/2025	101620	STATE TREASURER	376	STATE ASSESSMENT	376-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$131,186.89
70880114	10/06/2025	101620	STATE TREASURER	377	STATE FISH & GAM	377-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$0.42
70880114	10/06/2025	101620	STATE TREASURER	435	EMERGENCY MED A	435-301800	NOT APPLICABLE	TXS & FINES AUGUST 2025	\$9.08

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70880115	10/06/2025	V000408	WIEGAND'S WATER WELL DRILLING	107	RISK MANAGEMENT	1101-53801	RISK MANAGEMENT	RISK MANAGEMENT SUBSIDY	\$29,625.00
70880116	10/07/2025	118165	ALLIANT INSURANCE SERVICES	220	TC SOLID WASTE M	220-105580	NOT APPLICABLE	PREPAID EXPENSE	\$3,593.73
70880116	10/07/2025	118165	ALLIANT INSURANCE SERVICES	220	TC SOLID WASTE M	4045-53150	TC/RB LANDFILL M	INSURANCE	\$10,781.20
70880117	10/07/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391037769	\$19.96
70880117	10/07/2025	103939	AT&T	220	TC SOLID WASTE M	4045-53120	TC/RB LANDFILL M	9391032915	\$186.47
70880118	10/07/2025	120351	CA PRODUCT STEWARDSHIP COUNCIL	220	TC SOLID WASTE M	4045-53200	TC/RB LANDFILL M	MEMBERSHIPS & DUES	\$1,000.00
70880118	10/07/2025	120351	CA PRODUCT STEWARDSHIP COUNCIL	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	SPECIAL DEPARTMENTAL EXP	\$500.00
70880119	10/07/2025	113244	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	ACCT#4018-2769653 THRU 10/31	\$430.87
70880119	10/07/2025	113244	GREEN WASTE OF TEHAMA	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	4018 953069	\$319.02
70880120	10/07/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	780 ANTELOPE SEP 25	\$59.59
70880120	10/07/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	1790 WALNUT SEP 25	\$114.58
70880120	10/07/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2037-53140	PROBATION	1840 WALNUT SEP 25	\$114.58
70880121	10/07/2025	105839	JERRY GROSS DBA	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$320.00
70880122	10/07/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2035-53180	DAY REPORTING CE	DRC HOUSE BACK DOOR	\$79.00
70880123	10/07/2025	118348	MORGAN TELECOM INC	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	3971107 Service October	\$114.04
70880124	10/07/2025	102531	MWI VETERINARY SUPPLY	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Endo Tubes SNIPTEMBER	\$195.70

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			CO						
70880124	10/07/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Ketamine Zetamine SNIPTEMBER	\$81.53
70880124	10/07/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	NDLE DISP	\$9.81
70880124	10/07/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Surg Drape SNIPTEMBER	\$208.12
70880124	10/07/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Endodite Flavored Tab MED DON	\$166.16
70880125	10/07/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	SPOOKTACULAR BOOTH	\$30.00
70880126	10/07/2025	101180	NVCSS	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$9,482.34
70880127	10/07/2025	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	9/10/25-10/01/25	\$435.00
70880128	10/07/2025	101509	SHELBY'S PEST CONTROL INC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$145.00
70880129	10/07/2025	121976	TEHAMA PROPERTY MANAGEMENT INC	535	TC CHILD & FAMIL	53510-53260	TC CHILD & FAMIL	RENT NOVEMBER 2025	\$1,500.00
70880130	10/07/2025	V000489	THE INSIDE SOURCE INC	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	P 56195 file cabinet	\$269.77
70880131	10/07/2025	135756	TRUSTED TECH TEAM LLC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	MICOSOFT 365 DEFENDER PO428530	\$1,928.82
70880132	10/07/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$3,221.83
70880132	10/07/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	\$197.86
70880133	10/07/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	MED Donations	\$1,135.92
70880134	10/07/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	ACCT#942055367-00002	\$152.04

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								THRU 9/23	
70880135	10/07/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	\$380.52
70880139	10/07/2025	109790	DANIELLE HARRIS	101	GENERAL FUND	2075-53290	OFFICE OF EMERG	EMPLOYEE TRAVEL/TRAINING	\$131.00
70880141	10/07/2025	V000364	DEVELOPMENT COMPLIANCE SOLUTIO	115	BUILDING & SAFET	2065-53230	BUILDING & SAFET	151PA25 14867 EYVE LANE	\$3,200.00
70880150	10/07/2025	128822	KRIS DEITERS	220	TC SOLID WASTE M	4045-53210	TC/RB LANDFILL M	9/4/25 BOARD MTG	\$100.00
70880164	10/07/2025	102478	TEHAMA COUNTY CLERK & RECORDER	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	DEATH CERTIFICATE	\$24.00
70880165	10/07/2025	T00691	TIMIOS TITLE CO	421	TAX COLLECTOR TR	421-301308	NOT APPLICABLE	910-002-694	\$51.92
70880166	10/07/2025	V000085	TOM WALKER	220	TC SOLID WASTE M	4045-53210	TC/RB LANDFILL M	9/4/2025 BOARD MTG	\$100.00
70880170	10/08/2025	126687	AARON LATOURELL	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST MOVE UP	\$123.67
70880171	10/08/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	116	SENIOR NUTRITION	5063-53230	SENIOR NUTRITION	Employee Physical	\$280.00
70880172	10/08/2025	102598	AL BLOMQUIST	105	FIRE FUND	2042-53210	FIRE SCH C VOL	RUTH INCIDENT	\$236.09
70880173	10/08/2025	101233	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	235 841 3029 809 0	\$31.54
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032853	\$42.57
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032856	\$24.18
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032939	\$84.07
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032958	\$22.34
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032851	\$152.46
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032856	\$29.49
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032901	\$11.82

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70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032932	\$31.41
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032939	\$115.08
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032958	\$8.05
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032856	\$12.44
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032901	\$95.88
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032939	\$23.06
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032958	\$8.05
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032856	\$11.56
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032912	\$42.72
70880174	10/08/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032939	\$118.11
70880175	10/08/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	287349133778	\$44.38
70880176	10/08/2025	V000198	BK TECHNOLOGIES INC	105	FIRE FUND	2042-53171	FIRE SCH C VOL	RADIO REPAIR PO 21921	\$301.59
70880177	10/08/2025	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST MOVE UP	\$236.09
70880177	10/08/2025	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SHEILA INCIDENT	\$7,352.60
70880178	10/08/2025	100321	CAPITOL CLUTCH	105	FIRE FUND	2042-53170	FIRE SCH C VOL	ABS SENSOR	\$156.11
70880179	10/08/2025	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST MOVE UP	\$3,687.54
70880179	10/08/2025	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SHILA INCIDENT	\$224.85
70880180	10/08/2025	106142	CASSIDY'S AUTO LUBE	101	GENERAL FUND	1025-53210	PURCHASING	TC	\$1,012.06
70880181	10/08/2025	123471	CHRISTOPHER D WIKEEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUSY MOVE UP	\$7,599.93
70880181	10/08/2025	123471	CHRISTOPHER D WIKEEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SHEILA INCIDENT	\$236.09
70880182	10/08/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$43.29

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70880182	10/08/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$46.33
70880182	10/08/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$28.05
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005551-000	\$16.67
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005856-000	\$242.74
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	006331-000	\$461.16
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	006408-000	\$60.06
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005551-000	\$20.33
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005815-000	\$53.97
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005856-000	\$411.10
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	006331-000	\$781.03
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	006408-000	\$101.72
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005551-000	\$8.57
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005856-000	\$161.88
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006331-000	\$307.55
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006408-000	\$40.05
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005551-000	\$7.97
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005856-000	\$266.98
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006331-000	\$507.22
70880183	10/08/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006408-000	\$66.06
70880183	10/08/2025	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	000062	\$150.00
70880184	10/08/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	BOGGS INCIDENT	\$191.12

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70880184	10/08/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT INCIDENT	\$179.88
70880185	10/08/2025	V000630	CODY J CALVERT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT INCIDENT	\$179.88
70880186	10/08/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	BOGGS	\$179.88
70880186	10/08/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT INCIDENT	\$168.64
70880187	10/08/2025	102597	DAN FOSTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PONDEROSA INCIDENT	\$202.37
70880188	10/08/2025	136514	DANIEL PITTS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PONDEROSA INCIDENT	\$157.40
70880189	10/08/2025	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	\$4,200.00
70880190	10/08/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$160.50
70880190	10/08/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$80.50
70880190	10/08/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	33156422	\$1,915.30
70880191	10/08/2025	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-189908	\$128.21
70880191	10/08/2025	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-917140	\$154.63
70880192	10/08/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	CAA 6328 09/25	\$158.90
70880192	10/08/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014	\$2,709.67
70880192	10/08/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6035	\$815.45
70880192	10/08/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	MOW 6238 09/25	\$24.24
70880192	10/08/2025	136121	HUNT & SONS LLC	220	TC SOLID WASTE M	4045-53291	TC/RB LANDFILL M	6019	\$142.57
70880193	10/08/2025	T0043653	IDEXX	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNAP Parvo test, SNAP HW Test	\$435.16
70880194	10/08/2025	100804	INDUSTRIAL EQUIPMENT	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$285.83

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70880195	10/08/2025	108950	JOHN A PATTERSON	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	MTCE STRUCT-IMPRV-GROUNDS	\$2,327.54
70880196	10/08/2025	102595	JOHN FREHSE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PONDEROSA INCIDENT	\$202.37
70880196	10/08/2025	102595	JOHN FREHSE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	RUTH INCIDENT	\$236.09
70880197	10/08/2025	T0026020	JOHN LACY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT INCIDENT	\$179.88
70880198	10/08/2025	129531	JOHN LESSLEY QUALITY INNOVATIO	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$130.00
70880199	10/08/2025	101699	JOHN W CORNELISON DBA	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$90.47
70880200	10/08/2025	133605	JONAH MASTAW	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PONDEROSA INCIDENT	\$157.40
70880201	10/08/2025	110694	JOSEPH R MEDELLIN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT INCIDENT	\$179.88
70880202	10/08/2025	102759	LARRY WAYNE DAGEN, JR	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT INCIDENT	\$179.88
70880203	10/08/2025	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	Agreement #412PA24	\$300.00
70880204	10/08/2025	102601	MARION ROCKSVOLD	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SPRING INCIDENT	\$629.58
70880205	10/08/2025	135121	MELISSA BROWN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST MOVE UP	\$1,450.28
70880206	10/08/2025	133522	MICHAEL JAMARCK	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PICKETT INCIDENT	\$179.88
70880207	10/08/2025	128297	NIKLAS BEEMAN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST MOVE UP	\$123.67
70880208	10/08/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$385.47
70880209	10/08/2025	T0043223	ORLAND AUTO PARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	15583	\$309.60
70880210	10/08/2025	102000	PACIFIC BANCNOTE CO LLC.	101	GENERAL FUND	2071-53220	CLERK - RECORDER	PO #429007	\$7,359.15
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	\$541.86
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3356470731-4	\$50.83

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70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	4888641880-4	\$6.80
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7638641704-2	\$67.50
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	4423493458-4	\$1,430.92
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	9090130622-6	\$5.53
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0673650287-0	\$22.80
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	4423493458-4	\$1,745.33
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	9090130622-6	\$6.75
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	4423493458-4	\$736.38
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	9090130622-6	\$2.85
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	4423493458-4	\$683.98
70880211	10/08/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	9090130622-6	\$2.64
70880212	10/08/2025	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$2,590.00
70880213	10/08/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$1,206.30
70880214	10/08/2025	131712	PREMIER INDEPENDENCE INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$30,570.00
70880215	10/08/2025	107725	PRO DOCUMENT SOLUTIONS INC	101	GENERAL FUND	1052-53220	ELECTIONS	Agreement #2025-272	\$8,510.25
70880216	10/08/2025	127714	PROVIDER HEALTHCARE, LLC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$14,800.00
70880217	10/08/2025	114150	R A CLARK ENTERPRISES	101	GENERAL FUND	1052-53280	ELECTIONS	Pins for 2025 Special Election	\$384.00
70880218	10/08/2025	106620	RALEYS IN STORE CHARGE	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	5000323-102160-3304	\$38.23
70880218	10/08/2025	106620	RALEYS IN STORE CHARGE	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	5000323-102180-3304	\$27.48

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70880219	10/08/2025	105130	REMI VISTA INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$102,748.56
70880220	10/08/2025	120429	RIVERVIEW INTERNATIONAL TRUCKS	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	7206	\$59.87
70880221	10/08/2025	122931	ROSS J PALUBESKI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$168.64
70880222	10/08/2025	122687	SARAH A MAYBERRY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$179.88
70880223	10/08/2025	135879	SETH WARFIELD	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$123.67
70880224	10/08/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	13813	\$360.00
70880225	10/08/2025	126593	SKYWAY HOUSE	112	HEALTH SERVICES	40171-55400	DRUG & ALCOHOL	SUPPORT & CARE OF PERSONS	\$817.80
70880226	10/08/2025	102591	STEVE ZANE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$629.59
70880227	10/08/2025	108976	STEVEN HILL DBA	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PO21930	\$687.50
70880228	10/08/2025	133807	TANNER PUCKETT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$123.67
70880229	10/08/2025	133407	THE EMBROIDERY SHOPPE	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	PO9667	\$6,103.00
70880230	10/08/2025	117977	US BANK CORP PAYMENT SYSTEM	326	CALCARD	326-301800	NOT APPLICABLE	4246-0445-5565-1011	\$48,198.41
70880231	10/08/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	770720905-00036	\$268.40
70880231	10/08/2025	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00002	\$122.40
70880232	10/08/2025	101825	WALLNER PLUMBING CO INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	MTCE STRUCT-IMPRV-GROUNDS	\$1,000.00
70880233	10/08/2025	102792	WARREN PRICE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$483.43
70880234	10/08/2025	123478	WILGUS FIRE CONTROL INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$1,639.13
70880235	10/08/2025	132526	WILLIAM MASON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$179.88

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70880236	10/08/2025	135910	AARON CHISHAM	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOT 2025	\$291.00
70880237	10/08/2025	132741	ASHLEY FOX	527	TC TRANS COMM AD	3033-53290	TCTC PLANNING	TOWN HALL MTG 2025 BCAG/CTC	\$119.48
70880238	10/08/2025	104339	CAROLYN GALANTINE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$98.80
70880239	10/08/2025	V000498	GUAN WOOLL	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	CHEAC PH FS TRAINING	\$77.00
70880241	10/08/2025	123562	OBSIDIAN	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	\$1,842.37
70880242	10/08/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$110.13
70880243	10/08/2025	101231	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	4985704735-8	\$2,269.66
70880244	10/08/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	1894334487-1	\$351.78
70880244	10/08/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	4264120917-8	\$205.96
70880244	10/08/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	5408033337-7	\$2,859.98
70880245	10/08/2025	104373	RED BLUFF CHAMBER OF COMMERCE	527	TC TRANS COMM AD	3033-53200	TCTC PLANNING	MEMBERSHIPS & DUES	\$195.00
70880246	10/08/2025	136724	THOMAS MOSS - TRUSTEE	101	GENERAL FUND	2061-53280	AGRICULTURE COMM	Water dispenser inspections	\$5.00
70880247	10/08/2025	134948	UBEO MIDCO LLC	527	TC TRANS COMM AD	3033-53220	TCTC PLANNING	OFFICE EXPENSE	\$275.78
70880249	10/08/2025	117079	VERIZON WIRELESS	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	770720905-00030	\$1,256.74
70880250	10/09/2025	103938	A AND A TOWING	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$840.00
70880251	10/09/2025	122859	ACCESS INFORMATION HOLDINGS LL	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CH001032	\$1,746.25
70880252	10/09/2025	134185	AGILE OCCUPATIONAL	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFF	\$280.00

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70880253	10/09/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391032845	\$59.89
70880253	10/09/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391081135	\$169.11
70880254	10/09/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	76866	\$585.00
70880255	10/09/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	\$529.20
70880256	10/09/2025	V000530	BLUE TRITON BRANDS INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	8730225486	\$41.49
70880257	10/09/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	331PA25 Service September	\$23.25
70880257	10/09/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Service 8/1-8/31/25	\$99.78
70880257	10/09/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	332PA25 Service September	\$28.84
70880257	10/09/2025	142466	CARREL'S OFFICE MACHINES	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	Agr#163PA25	\$16.26
70880258	10/09/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2027-53120	SHERIFF	176983001	\$694.73
70880258	10/09/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	176982401	\$114.99
70880258	10/09/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977401	\$149.99
70880258	10/09/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977501	\$1,788.74
70880258	10/09/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977601	\$119.99
70880259	10/09/2025	126777	CLIFTONLARSONALLEN, LLP	101	GENERAL FUND	1105-53231	PROFESSIONAL COU	Acc# A297059 AG#2024-073	\$700.00

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70880260	10/09/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	CATE	\$35,598.53
70880261	10/09/2025	128241	EXCELLESOFT PARTNERS LLC	257	TC IHSS PUBLIC A	5101-53230	TC IHSS PUBLIC A	PROFESSIONAL/SPECIAL SERV	\$125.00
70880262	10/09/2025	100693	GERLINGER'S	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFF	\$25.31
70880263	10/09/2025	142511	GRAINGER INC	101	GENERAL FUND	6021-53180	LIBRARY	830621579	\$180.70
70880264	10/09/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Removal of old fridge	\$43.86
70880265	10/09/2025	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4018-2756737-001	\$72.01
70880266	10/09/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038	\$457.47
70880266	10/09/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038	\$350.79
70880266	10/09/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038	\$381.21
70880266	10/09/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	\$760.17
70880266	10/09/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	\$20,114.92
70880266	10/09/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038	\$306.51
70880266	10/09/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	\$2,915.28
70880266	10/09/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2031-53291	WORK FARM	6038	\$79.45
70880266	10/09/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	\$1,671.04
70880266	10/09/2025	136121	HUNT & SONS LLC	601	AIR POLLUTION DI	60110-53291	AIR POLLUTION DI	Acct#6096	\$38.60
70880267	10/09/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2077-53291	PLANNING DEPARTM	Acct# 6028 Gas 9/26 and 9/27	\$66.07
70880268	10/09/2025	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	VET500 SEPTEMBER	\$283.14
70880269	10/09/2025	101264	LYNN PEAVEY COMPANY	106	PUBLIC SAFETY	2027-53220	SHERIFF	960014	\$46.84
70880270	10/09/2025	123524	MESA LABS	601	AIR POLLUTION DI	60110-53280	AIR POLLUTION DI	PO# 428956	\$598.00
70880271	10/09/2025	102531	MWI VETERINARY SUPPLY	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIPTEMBER Clean Simple	\$58.05

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70880272	10/09/2025	123689	NORIX GROUP, INC	106	PUBLIC SAFETY	2032-53800	JAIL	SHIPPING & HANDLING	\$592.80
70880272	10/09/2025	123689	NORIX GROUP, INC	106	PUBLIC SAFETY	2032-53800	JAIL	TEHAMA CO JAIL	\$1,060.38
70880273	10/09/2025	102904	PITNEY BOWES	108	SOCIAL SERVICES	5013-53250	SOCIAL SERVICES	RENT/LEASE OF EQUIPMENT	\$409.44
70880274	10/09/2025	128912	PLACEWORKS INC	101	GENERAL FUND	2077-53230	PLANNING DEPARTM	Invoice for August 2025	\$1,262.25
70880275	10/09/2025	V000196	PLAN B PROFESSIONAL ANSWERING	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	2469	\$251.50
70880276	10/09/2025	127583	PRESTIGE RADIOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO CORONER	\$578.00
70880276	10/09/2025	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	20321-532394	JAIL - HEALTH SE	TEHAMA CO JAIL	\$7,000.00
70880277	10/09/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	\$1,748.03
70880278	10/09/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	\$544.90
70880279	10/09/2025	125775	RELX INC	410	LAW LIBRARY	41010-53230	LAW LIBRARY	414ZMZ7X6	\$856.00
70880280	10/09/2025	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000048	\$3,903.30
70880280	10/09/2025	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000049	\$1,690.05
70880281	10/09/2025	125550	SHN CONSULTING ENGINEERS & GEO	101	GENERAL FUND	2077-53230	PLANNING DEPARTM	Invoice for August 2025	\$7,248.75
70880282	10/09/2025	135434	SSP DATA INC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$3,341.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01434	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01548	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01592	\$500.00

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01479	\$700.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01600	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01610	\$700.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01616	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01642	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01672	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01782	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01794	\$500.00
70880283	10/09/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO DICTATION	\$220.00
70880284	10/09/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	\$4,690.41
70880284	10/09/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	\$169.44
70880285	10/09/2025	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	507	\$502.32
70880286	10/09/2025	135756	TRUSTED TECH TEAM LLC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	MAINTENANCE OF EQUIPMENT	\$54.61
70880287	10/09/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	5271551	\$1.80
70880287	10/09/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5271551	\$24.44
70880288	10/09/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$4,845.68
70880288	10/09/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	\$286.02
70880289	10/09/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	\$175.40
70880290	10/09/2025	129754	VICTOR COMMUNITY SUPPORT SERVI	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$16,699.28
70880291	10/09/2025	V000327	1142 LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	\$950.00

Tehama County
TEBK400 - Check Register
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70880292	10/09/2025	132741	ASHLEY FOX	527	TC TRANS COMM AD	3033-53290	TCTC PLANNING	CALACT 2025 FALL CONFERENCE	\$421.10
70880295	10/09/2025	132756	CALEPA OFFICE OF DEPUTY SECRET	399	DEPARTMENT CLEAR	399-207761	NOT APPLICABLE	1% H&S 11489 (B) (2) (D) AUG25	\$11.42
70880298	10/09/2025	110846	CLAYTON BENNETT	106	PUBLIC SAFETY	2037-53290	PROBATION	TRANSPORT YOUTH OUT OF STATE	\$189.75
70880299	10/09/2025	135409	DELMAR BAYLES	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	MEDICAL CERTIFICATE DOT	\$100.00
70880311	10/09/2025	V000675	JADE GASH	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	TRANSPORT TO RIVERSIDE	\$41.58
70880319	10/09/2025	V000509	PRIMO BRANDS	603	TC FLOOD CTRL/WA	60310-53220	TC FLOOD CTRL/WA	8730223266	\$31.19
70880330	10/09/2025	101620	STATE TREASURER	399	DEPARTMENT CLEAR	399-207761	NOT APPLICABLE	FORFEIT H&S 11489 (B)(2)AUG 25	\$274.66
70880335	10/09/2025	132827	TIFFANY JENSEN	527	TC TRANS COMM AD	3033-53290	TCTC PLANNING	CALACT 2025 FALL CONFERENCE	\$405.00
70880341	10/10/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$122.46
70880341	10/10/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	SPECIAL DEPARTMENTAL EXP	\$25.00
70880342	10/10/2025	101233	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	248 134 7711 774 9	\$4.43
70880343	10/10/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391082325	\$32.93
70880343	10/10/2025	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391082325	\$31.95
70880343	10/10/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391082325	\$31.95
70880344	10/10/2025	133996	ATHENA ANN DYER	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	\$375.00
70880344	10/10/2025	133996	ATHENA ANN DYER	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	CONTRACT AMENDMENT	\$75.00

Tehama County
TEBK400 - Check Register
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70880345	10/10/2025	132407	CAPITAL ONE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	648271	\$19.51
70880345	10/10/2025	132407	CAPITAL ONE	108	SOCIAL SERVICES	5013-55400	SOCIAL SERVICES	648271	\$269.74
70880345	10/10/2025	132407	CAPITAL ONE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	648271	\$686.10
70880346	10/10/2025	142466	CARREL'S OFFICE MACHINES	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	065PA21	\$142.51
70880347	10/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	UTILITIES	\$50.96
70880347	10/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	UTILITIES	\$10.67
70880347	10/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	UTILITIES	\$18.97
70880347	10/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	UTILITIES	\$14.22
70880347	10/10/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	UTILITIES	\$11.85
70880347	10/10/2025	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	UTILITIES	\$11.85
70880348	10/10/2025	131138	ECLIPSE MEDIA SOLUTIONS	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	PROFESSIONAL/SPECIAL SERV	\$40.00
70880349	10/10/2025	113113	GREEN WASTE OF TEHAMA	220	TC SOLID WASTE M	4045-558008	TC/RB LANDFILL M	4019-10033	\$2,126.36
70880350	10/10/2025	113244	GREEN WASTE OF TEHAMA	535	TC CHILD & FAMIL	53510-53300	TC CHILD & FAMIL	4018-2781765	\$47.81
70880351	10/10/2025	V000469	HS GOVTECH USA INC	101	GENERAL FUND	4011-57603	ENVIRONMENTAL HE	3500	\$3,500.00
70880351	10/10/2025	V000469	HS GOVTECH USA INC	101	GENERAL FUND	4011-57603	ENVIRONMENTAL HE	COMPUTERS	\$56,100.00
70880352	10/10/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041	\$1,962.98
70880354	10/10/2025	124878	LINGUISTICA INTERNATIONAL INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	AC#10880 AG#334PA25	\$279.19
70880355	10/10/2025	132992	LOOKING GLASS MEDIA LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$569.33
70880356	10/10/2025	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	1073-531702	GENERAL SERVICES	MEGABYTE	\$9,802.17
70880357	10/10/2025	104757	OFFICE DEPOT (BUSINESS	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Acct# 89517192	\$209.08

Tehama County
TEBK400 - Check Register
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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
			SVCS DI						
70880361	10/10/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	5273365	\$68.63
70880361	10/10/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1025-53170	PURCHASING	5273365	\$18.72
70880361	10/10/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1041-53170	PERSONNEL	5273365	\$7.49
70880361	10/10/2025	134948	UBEO MIDCO LLC	107	RISK MANAGEMENT	1101-53170	RISK MANAGEMENT	5273365	\$29.95
70880362	10/10/2025	101306	U S POSTAL SERVICE	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	ANNUAL PO BOX 858 FEE	\$268.00
70880363	10/10/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	1023-53120	ASSESSOR	acct.770720905	\$153.72
70880364	10/10/2025	109428	WEST PAYMENT CENTER	101	GENERAL FUND	1031-53280	COUNTY COUNSEL	1000271237	\$636.64
70880365	10/10/2025	123478	WILGUS FIRE CONTROL INC	410	LAW LIBRARY	41010-53220	LAW LIBRARY	OFFICE EXPENSE	\$187.15
70880366	10/10/2025	103501	OFFICE OF VITAL RECORDS-MS 510	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT & CARE OF PERSONS	\$29.00
70880367	10/10/2025	106920	REBECCA ADAMS	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	CALSACA TAX MANAGERS GROUP MTG	\$394.28
70880368	10/10/2025	102478	TEHAMA COUNTY CLERK & RECORDER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT & CARE OF PERSONS	\$116.00
70880369	10/10/2025	V000623	TRAVIS M THOMAS	101	GENERAL FUND	5060-53290	VETERANS SERVICE	EMPLOYEE TRAVEL/TRAINING	\$64.54



Tehama County

Agenda Request Form

File #: 25-1834

Agenda Date: 10/28/2025

Agenda #: 2.

AUDITOR'S CLAIMS

Requested Action(s)

a) Court Operations, 2026-53221, Forensic Analytical Crime Lab, \$6,745.00.

Financial Impact:

As Listed.

RECEIVED
OCT 01 2015

25-1834

COUNTY OF TEHAMA
STATE OF CALIFORNIA
CLAIM / AUTHORIZATION FOR RELEASE OF FUNDS

AUDITORS USE ONLY	
COUNTY CLAIM No	
VENDOR No	106817
REP & VERIFIED	

VENDOR: Forensic Analytical Crime Lab
 ADDRESS: 3777 Depp: Rd. Ste. 403
 Hayward CA 94545

PURCHASE ORDER / AGREEMENT No.:

DEPARTMENT:

FUND / DEPT.	ACCT #	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	
2065	52370				\$6,745.00
2026	53221			Case Number 24JU000001 see itemized invoice attached	
				Inv 76498	
				9/30/25	

DATE	DESCRIPTION CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	
	Ex Parte Request for Fees	\$6,745.00	

Original: Auditor
 Copy 1: Claims File
 Copy 2:
 Copy 3:

Purchase Order Required:
 a. Supplier's invoice
 b. Supplier's label or material charges
 c. One and a half day insurance must be provided
 d. With P.O. Number above & attach to claim

Agreement Required:
 a. All services must be pre-ordered
 b. Certificate of Insurance must be on file
 c. With Agreement Number above

Under penalty of perjury, certify that the above claim and the terms and statements as herein set forth are true and correct, that no part has been paid, that the amount thereon is justly due, and that the same is presented within one year after the last term therein has accrued.

AUDITORS USE ONLY	
I hereby certify that the above claim was submitted and reviewed by the auditor	
By: AZ 10/15/25	LEACY ANDERSON Auditor Controller
Deputy County Auditor	
BOARD OF SUPERVISORS	
Approved	
Date	
Comments	

C. AYVANT *Carthya Aguilar*

The services for which payment is being requested are the services of the Auditor Controller, Chapter 5.14, Division Four, Title One of the California Code of Regulations. The services specified in the above claim were necessary and were provided by the Auditor Controller and for the purpose specified above. The services have been delivered or performed as stated herein and no other services were provided.

SIGNED: *Matt McShay* 10/10/25
 Department Head or Authorized Signatory Date



Tehama County

Agenda Request Form

File #: 25-1787

Agenda Date: 10/28/2025

Agenda #: 3.

**DISTRICT ATTORNEY/ SHERIFF'S OFFICE/ FACILITIES MAINTENANCE/ PUBLIC WORKS/
FIRE/ PROBATION/ HEALTH SERVICES AGENCY**

Requested Action(s)

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

- 1) DISTRICT ATTORNEY - Jacob Rickey, 10 years
- 2) SHERIFF'S OFFICE - Margaret Arano, 20 years
- 3) FACILITIES MAINTENANCE - Hugo Chavez, 10 years
- 4) PUBLIC WORKS - Will Pike, 15 years
- 5) FIRE - David Haugen, 15 years
- 6) PROBATION
 - a) Glenda Allen, 25 years
 - b) Todd Hansen, 10 years

b) Request approval of a retirement award recognizing the following employee for their many years of faithful and dedicated service to the County of Tehama:

- 1) HEALTH SERVICES AGENCY
 - a) Michael Nystrom

Financial Impact:

None

Background Information:

None



Tehama County

Agenda Request Form

File #: 25-1875

Agenda Date: 10/28/2025

Agenda #: 4.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Psychiatric Aide II, Range 11, Step B, effective 11/2/25, or upon successful completion of all pre-employment requirements

Financial Impact:

The funds for this position are in the FY 2025-26 Budget Unit 40131, and the salary for this position at Range 11, Step B is \$17.67. There is no impact to the General Fund.

Background Information:

Candidate has 10 months of experience working in a County environment, with 6 of those being with the Health Services Agency as a temporary staff in our Behavioral Health department as a Psychiatric Aide. Candidate has completed the Medi- Cal Mobile Crisis Training and Technical Assistance Center (M-TAC) trainings required by the State to provide Mobile Crisis services. This position specific training will allow the candidate to be ready to provide billable services immediately which is a tremendous benefit to the agency. In addition, the candidate has two years of experience working with homeless and underserved population by working in a homeless shelter as a Client Support Specialist where he performed intakes, discharges, and maintained the organization of the shelter including de-escalation of conflicts.

If the requested action is not approved, the County will lose the opportunity to hire a qualified applicant in this position.

The Personnel Office has reviewed the Other than A Step request and is in agreement with Range 11, Step B appointment effective upon completion of all pre-employment requirements.

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling reasons exist to start an individual at a higher step.*

.....

FROM: Health Services Agency/Fiscal Data Division

TO: Board of Supervisors/Personnel

RE: Request to hire in the following classification –
Psychiatric Aide II

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form to Personnel (allowing sufficient time prior to the anticipated hiring date). Requests for "C" step or above will be referred to the Board's Personnel Committee for recommendation to the full Board.

- | | | | |
|----|------------------------------|---------|-----------------------------|
| | Range 11 | | Range 11 |
| 1) | \$ <u>16.82</u> /hr "A" Step | Request | <u>\$17.67</u> /hr "B" Step |
- 2) Total applications received during the recruitment for this position? 5
Total number of "qualified" applicants? 4
- 3) Would this individual accept the position at A Step? No
- 4) Justification for requesting higher than Step A.

a. Candidate has roughly 10 months of experience working in a County environment, with 6 of those being with the Health Services Agency as a temporary staff in our Behavioral Health department as a Psychiatric Aide. Candidate has completed the Medical Mobile Crisis Training and Technical Assistance Center (M-TAC) trainings required by the State to provide Mobile Crisis services. This position specific training will allow the candidate to be ready to provide billable services immediately which is a tremendous benefit to the agency.

b. In addition, the candidate has two years of experience working with homeless and underserved population by working in a homeless shelter as a Client Support Specialist where he performed intakes, discharges, and maintained the organization of the shelter including de-escalation of conflicts.

c. This position has been in a continuous recruitment since 2024 and has had high turnover rate.

- 5) How has the Department budgeted for this additional cost?
Funds are budgeted in the Fiscal Year 2025-2026 proposed budget for this position, as well as salary savings.

I hereby certify that to the best of my knowledge, the information provided above is true and accurate representation of all the material facts which should be considered with this request.



Jayme S. Bottke, Executive Director



Tehama County

Agenda Request Form

File #: 25-1829

Agenda Date: 10/28/2025

Agenda #: 5.

HEALTH SERVICES AGENCY / ADMINISTRATION

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement with Express Services Inc. dba Express Employment Professionals, for the purpose of providing temporary employees, for the rates as set forth in Exhibit "B", with maximum compensation not to exceed \$900,000, effective 10/1/25 and shall terminate 6/30/28

Financial Impact:

Costs are budgeted using salary and benefit savings due to vacant positions. There is no impact to the general fund.

Background Information:

This is a renewal agreement with the vendor. Health Services Agency has been utilizing temporary employees from Express Employment Professionals to temporarily fill unexpected or hard to fill vacancies. The temporary employees assist the Agency in day-to-day operations.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
EXPRESS SERVICES, INC.**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Express Services, Inc., a Colorado corporation doing business as Express Employment Professionals with a local notice address of 243 South Main St. Red Bluff, CA 96080 (“Contractor”) for the purpose of providing temporary employees.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall assign its temporary employees to County in order to perform work assigned. In addition to providing temporary employees to perform the work assigned, Contractor agrees to recruit, interview, select, and hire applicants who, in Contractor's judgment, are best qualified to perform the type of work required. As the employer of such temporary employees, Contractor will:

- a) Maintain all necessary personnel and payroll records for its temporary employees assigned to County;
- b) Compute their wages and withhold applicable Federal, State and local taxes and Federal Social Security payments;
- c) Remit temporary associate withholdings to the proper governmental authorities and make employer contributions for Federal FICA, and federal and State unemployment insurance payments;
- d) Pay net wages and fringe benefits, if any, directly to its temporary employees;
- e) Provide for liability, fidelity, and Workers' Compensation insurance coverage in the amounts as hereinafter set forth; and
- f) At the request of County, for any valid reason, remove any of its temporary employees assigned to County, provided that this arrangement shall in no way affect the right of Contractor in its sole discretion as employer, to hire, reassign, and/or terminate its own temporary employees.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County agrees to supervise Contractor's temporary employees and provide Contractor's temporary employees with a suitable place of work that shall comply with all applicable Federal, State, and local health and safety laws.

County agrees that Contractor's temporary employees will not be assigned to drive vehicles and/or motorized mobile equipment.

County shall furnish Contractor with copies of the company's safety rules and regulations so that Contractor may instruct its temporary employees accordingly. In the event the work requires the use of any personal safety equipment, Contractor and County agree to mutually arrange for the provision thereof. County agrees to sign the timecards (evidence of time worked) presented by Contractors' temporary employees in order to record the compensable working time of the Contractors temporary employees, and to designate a member of it staff who will be authorized to sign timecards on behalf of County.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$900,000.00.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

Contractor shall submit weekly itemized invoices to County for the actual number of hours worked based on services completed to the reasonable satisfaction of County up to the date of billing. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. TERM OF AGREEMENT

This agreement shall commence on October 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements For Contractor,” attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, County will notify Contractor of the same prior to assigning any Contractor employees to perform any work on such projects and Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.”

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

25. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to

have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

26. GOVERNMENT CODE SECTION 31000.4 COMPLIANCE

By approving this contract, the Tehama County Board of Supervisors finds that it is in the economic interest of the County to provide temporary help as set forth herein by contract, rather than employing persons for such purpose. In accordance with Government Code section 31000.4, use of temporary help under this agreement shall be limited to a period of not to exceed 90 business (working) days for any single peak load, temporary absence, or emergency situation. Individual assignments for temporary personnel hereunder shall not to exceed 90 business (working) days (720 working hours).

27. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 10-15-25

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

EXPRESS SERVICES, INC. D/B/A EXPRESS
EMPLOYMENT PROFESSIONALS

Date: 10/15/2025

Randy Hansen
Randy Hansen, Franchisee

Contractor Number

Vendor Number

Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

1. Job Description: Express temporary associates assigned to the Client under this Agreement shall be qualified to perform the following work:
Medical Assistant I, Medical Assistant II, Accounting Specialist, Accountant I, Accountant II, Office Assistant II, Office Assistant III, Psychiatric Aide II, Facilities and Maintenance Technician I.
2. Compensation: Following are the bill rates for each temporary associate category to be utilized by the Client:

Job Classification	Code Class	Bill Rate (per hour) 10/1/25 -6/30/26	Bill Rate (per hour) 7/1/26 – 6/30/27	Bill Rate (per hour) 7/1/27-6/30/28
Medical Assistant I	8834	\$27.00	\$27.00	\$27.00
Medical Assistant II	8834	\$29.34	\$30.37	\$31.42
Accounting Specialist	8810/8834	\$38.40	\$38.40	\$38.40
Accountant I	8810/8834	\$39.36	\$39.36	\$39.36
Accountant II	8810/8834	\$43.44	\$43.44	\$43.44
Office Assistant II	8810/8834	\$27.95	\$28.92	\$29.93
Office Assistant III	8810/8834	\$29.34	\$30.37	\$31.42
Psychiatric Aide II	8810/8834	\$27.95	\$28.92	\$29.93
Facilities Maintenance Technician I	8834	\$32.31	\$32.31	\$32.31

All rates listed above are in compliance with SB525 regarding minimum wage for Healthcare Workers.

Overtime is calculated at 1.5 and 2.0 times the rates, depending on overtime hours worked.

The above bill rates include:

- a. Temporary Associate Pay Rate
- b. Employer FICA Contribution
- c. Employer Federal and State Unemployment Contributions
- d. Worker’s Compensation, Fidelity, and Liability Insurance
- e. General Administrative and Overhead Expenses
- f. Gross Profit Margin
- g. Additional Required Payroll costs for:

N/A

3. In addition to the above bill rates, the Client agrees to pay Express for the following:

N/A

4. Special Considerations: In the event that, during the term of this Contract, the County of Tehama agrees to a percentage increase in compensation for all classifications represented by the miscellaneous bargaining unit, the bill rates for the job classifications listed above will be increased accordingly.



EXHIBIT C

Cash Handling Agreement

Tehama County Health Services Agency (Client) agrees that no claims will be filed against Express Employment Professionals (Express) for loss of cash, checks, credit cards, negotiable securities, negotiable instruments, or other valuables (bullion, precious metals, gems, etc.) arising out of the assignment of Express temporary associates to handle these items while working for Client.

CLIENT

EXPRESS

Tehama County Health Services Agency

EXPRESS EMPLOYMENT PROFESSIONALS

BY: _____

BY: [Signature]

DATE: _____, 20__

DATE: 10/2, 2025

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Express Servies Inc

Contract Description: For the purpose of providing temporary employees

APPROVED AS TO FORM:



Date: 10/16/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1813

Agenda Date: 10/28/2025

Agenda #: 6.

SOCIAL SERVICES

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Director of Social Services to sign the agreement with Grand Canyon University for Social Work Intern experience with Tehama County Social Services for the term of 8/14/25 through 8/13/28 (*Subject to receipt of required insurance documentation*)

Financial Impact:

There is no anticipated additional financial cost to social services at this time to provide internships for Adult Services Social Worker intern(s) from Grand Canyon University (GCU). There is no impact to the county General Fund.

Background Information:

Social Services will be able to offer firsthand experience to GCU interns, increasing their professionalism and contributing to the field of social work for elders and dependent adults.



Grand Canyon University

Don't Miss a Day of Your Future!™

3300 West Camelback Road, Phoenix Arizona 85017 602.639.7500 Toll Free 800.800.9776 www.gcu.edu

Social Work

Field Education Contractual Agreement

THIS AGREEMENT dated this 29th day of July, 2025, between Tehama County Department of Social Services of 310 S. Main Street Red Bluff CA 96080, hereinafter known as “AGENCY”, and Grand Canyon University, hereinafter known as “GCU”.

WHEREAS, the parties wish to provide adequate instruction and clinical supervision for Social Work of GCU from 8/14/2025 until 8/13/2028; and

WHEREAS, the AGENCY maintains facilities suitable for said instruction, IT IS AGREED between the parties as follows:

A. GCU agrees:

1. To provide educational oversight—guidance and direction—for the instruction of the field education student using the facilities.
2. That field education student will abide by the policies and rules of the AGENCY.
3. Provide orientation information to the Field Instructor as needed.
4. That each student will observe and/or provide care for the selected patients/clients within their scope of practice as defined by the State Board of Behavioral Health.
5. That each student will meet the health requirements of the AGENCY.
6. That each student is responsible for providing his/her own health insurance. In the event of an emergency, the agency will provide such emergency care. The student will be responsible for any charges thus generated.
7. That each student will be required to provide proof of his/her own professional liability insurance in the amounts of 1,000,000/3,000,000 to the GCU Field Education Counselors.
8. To indemnify, defend, and hold free and harmless the AGENCY and/or its employees from any and all liability which may arise solely by reason of any negligent act or GCU or any its employees.
9. The GCU Field Liaison will assign a grade based on the Field Instructors evaluation, assessment of the agency activity logs, participation and completion of course assignments.

B. THE AGENCY agrees:

1. To interview GCU students when open intern positions are available.
2. To provide direct supervision by an individual with state licensed Master of Social Work.
3. Supervision needs to occur at the rate of 1 hour of supervision for every 20 hours worked or 1 hour weekly supervision if student is an employee. Supervision may be an individual or group format, or both. If group format is utilized for supervision there may be no more than six supervisees in attendance. Generally, staff meetings do not meet the criteria for supervision
4. The Field Instructor must verify that he/she has maintained written documentation to validate all supervision hours he/she verifies.
5. The agency Field Instructor and the GCU Field Liaison will maintain ongoing communication during the semester to discuss the student's progress. The agency's Field Instructor will notify the Office of Field Experience immediately in the event the student's performance becomes unsatisfactory.
6. The Agency Field Instructor will approve the student's WorkLopes Time Logs.
7. The Field Instructors and the GCU student will complete the Learning Agreement and submit to the Field Liaison.
8. The Field Instructor and the GCU student will complete the student's evaluation based on the competencies and activities agreed upon in the learning agreement and submitted to the Field Liaison.
9. The Agency will provide students with sound clinical and ethical experience and will enforce professional policies/state ethical guidelines.
10. To indemnify, defend, and hold free and harmless GCU and/or its employees from any and all liability which may arise solely by reason of any negligent act or omission of Agency and/or its employees.

C. EITHER PARTY may terminate this contract at any time, for any reasons, upon ninety (90) days notice.

- D. 1. FERPA - The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

IN WITNESS WHEREOF, the parties thereto have executed this agreement as of the day and year written below:

GRAND CANYON UNIVERSITY

Cheryl McAuliffe
Dr. Cheryl McAuliffe

Date: 10/14/2025

Director of Social Work, College of Humanities and Social Sciences

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Bekkie F Emery
Bekkie F Emery

Date: 10/7/2025

Director

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Grand Canyon University

Contract Description: For the purpose of Social Work Intern experience.

APPROVED AS TO FORM:



Date: 09/30/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1778

Agenda Date: 10/28/2025

Agenda #: 7.

PERSONNEL

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chairman of the Board to sign the second Amendment to Purchasing Agreement 370PA24, as amended by Misc. Agree 2025-031, with Van Dermeyden Makus Law Corporation for the purpose of conducting independent, impartial and objective investigations of County employees, thereby increasing the maximum compensation not to exceed \$200,000, and extending the term effective 11/15/24 and shall terminate 11/15/26 (*Subject to receipt of required insurance documentation*)

Financial Impact:

The amendment will result in an approximate \$50,000 increase from a maximum compensation not to exceed amount of \$150,000 to \$200,000. Funds to cover the cost of this increase are included in 1101-53315.

Background Information:

This Agreement was brought forward per previous Board direction for the purpose of conducting independent, impartial and objective investigations of County employees. This request is to amend Section 5: Term of Agreement and Section 3: Compensation in Purchasing Agreement 370PA24, as amended by 2025-03, between the County of Tehama and Van Dermeyden Makus Law Corporation.

The original Purchasing Agreement (370PA24) states that the maximum compensation (including expense reimbursement) payable under the Agreement shall not exceed \$40,000, with all investigations to receive prior, written authorization by the County. An Amendment was approved on January 28, 2025 increasing the amount to \$150,000. The second Amendment would increase the amount from \$150,000 to \$200,000. Further, the second Amendment would revise the term by extending the agreement one (1) year with an end date of November 15, 2026.

It is mutually agreed that all other terms and conditions of Agreement Number 370PA24 shall remain in full force and effect.

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF
TEHAMA AND
VAN DERMYDEN MAKUS LAW CORPORATION**

This second amendment to Agreement Number 370PA24, dated November 15, 2024, as amended by 2025-031, by and between the County of Tehama (“County”) and Van Dermynen Mackus Law Corporation (“Contractor”) for the purpose of conducting independent, impartial, and objective investigations of County employees, shall be amended as follows:

3) COMPENSATION

In full consideration for Contractor’s services, Contractor shall be paid for performance under this Agreement in accordance with the rates set forth in EXHIBIT C (Payment Terms), attached hereto and incorporated herein by reference. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$200,000, with all investigations to receive prior, written authorization by County. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above (without prior authorization). Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate November 15, 2026, unless terminated in accordance with section 6 below.

It is mutually agreed that all other terms and conditions of Agreement Number 370PA24 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Chairman,
Tehama County Board of Supervisors

**VAN DERMYDEN MAKUS LAW
CORPORATION**

Date: _____

Representative

The following information is required for the agreement to be approved:

Contractor Number

129753
Vendor Number

1101-53315
Budget Account Number

kjs@vmlawcorp.com
Vendor/Contractor email address

916-779-2402
Vendor/Contractor phone number

Standard Form of Agreement – Services adopted 12/08/22

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Van Dermynen Makus

Contract Description: For the purpose of conducting independent, impartial, and objective investigations of County employees.

APPROVED AS TO FORM:



Date: 10/09/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

**AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
VAN DERMYDEN MAKUS LAW CORPORATION**

This amendment to Agreement Number 370PA24, dated November 15, 2024, by and between the County of Tehama (“County”) and Van Dermynen Mackus Law Corporation (“Contractor”) for the purpose of conducting independent, impartial, and objective investigations of County employees, shall be amended as follows:

3) COMPENSATION

In full consideration for Contractor’s services, Contractor shall be paid for performance under this Agreement in accordance with the rates set forth in EXHIBIT C (Payment Terms), attached hereto and incorporated herein by reference. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$150,000, with all investigations to receive prior, written authorization by County. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above (without prior authorization). Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

It is mutually agreed that all other terms and conditions of Agreement Number 370PA24 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
VAN DERMYDEN MAKUS LAW CORPORATION**

This agreement is entered into between the County of Tehama, through its Personnel Office, (“County”) and Van Dermyden Makus Law Corporation (“Contractor”) for the purpose of conducting independent, impartial, and objective investigations of County employees.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services to County in accordance with EXHIBIT B (Definition of Services) attached hereto and incorporated by reference.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall provide Contractor with all necessary information and access to County employees and documents so as to enable Contractor to perform the tasks required by this agreement.

3) COMPENSATION

In full consideration for Contractor’s services, Contractor shall be paid for performance under this Agreement in accordance with the rates set forth in EXHIBIT C (Payment Terms), attached hereto and incorporated herein by reference. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$40,000, with all investigations to receive prior, written authorization by County. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above (without prior authorization). Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

Contractor shall submit periodic (monthly) statements electronically to Tehama County Personnel Office within 15 days after completion of the services rendered each month. County shall make payment within 30 days of receipt of Contractor's invoice.

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate one year from that date, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Personnel Office.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements For Contractor,” attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

- a. If to County: Tehama County Personnel Office
727 Oak Street
Red Bluff, CA 96080

- b. If to Contractor: Van Dermyden Makus Law Corporation
Eli Makus, Firm Managing Partner
2520 Venture Oaks Way, Suite 450
Sacramento, CA 95833

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 11/15/24

Purchasing Agent

VAN DERMYDEN MAKUS LAW CORPORATION

Date: 11/13/24



Representative

The following information is required for the agreement to be approved:

Contractor Number

Vendor Number

Budget Account Number

Vendor/Contractor email address

Vendor/Contractor phone number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B

DEFINITION OF SERVICES

1. **Scope of Services.** CONSULTANT will perform legal services for COUNTY in the form of an impartial personnel investigation. CONSULTANT will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to COUNTY by its counsel. The CONSULTANT's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege, unless waived by COUNTY.
2. **Independence.** As an independent contractor, CONSULTANT has the right to determine the means, manner and findings related to the investigation. COUNTY agrees to allow CONSULTANT full discretion to undertake the investigation and otherwise make findings without influencing or interfering with the outcome. COUNTY understands and acknowledges that CONSULTANT will exercise its independent judgment to make whatever findings it deems are warranted based on the evidence developed in the investigation, and that this Agreement is not dependent on the CONSULTANT's making or failing to make any particular credibility determination, finding of fact, or conclusion.
3. **Limited Scope Agreement.** The scope of this attorney-client representation is limited. CONSULTANT will perform an investigation as an attorney at law for the purpose of facilitating the rendering of legal advice to COUNTY by its counsel. CONSULTANT will not render a legal determination whether there were violations of any law or statute. CONSULTANT will not act as an advocate or provide advice COUNTY with respect to what employment actions, if any, should be taken as a result of the findings. CONSULTANT will not represent COUNTY in any legal action or proceeding. It is expressly agreed that COUNTY will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. COUNTY also agrees it will look to its regular outside counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver, and work product in connection with the CONSULTANT's services.
4. **Cooperation.** To perform services effectively, CONSULTANT requires the full cooperation and support of all representatives of COUNTY. COUNTY will assist CONSULTANT by keeping CONSULTANT fully informed as to facts and developments relevant to the investigative services. It is essential that COUNTY (as well as any of its employees or representatives) provide CONSULTANT with accurate and complete information, including written materials when requested, and that COUNTY make personnel available to the extent required.

[END OF DEFINITION OF SERVICES]

EXHIBIT C
PAYMENT TERMS

1. **Fees and Costs.** COUNTY agrees to pay the CONSULTANT at the following rates:

Staff	Hourly Rates
Senior Partner	\$545
Partner	\$460
Senior Attorney Investigator	\$385
Attorney Investigator	\$340
Law Clerk	\$220
Paralegal/Editor	\$170

Time charged will include, for example, time spent interviewing witnesses, writing the report of the findings, reviewing documents and performing any necessary research. The time charged will also include travel time and the time CONSULTANT spends on telephone calls and emails relating to COUNTY's matter, including calls and emails with COUNTY, witnesses, potential witnesses, or counsel representing any of the parties.

2. **Costs.** CONSULTANT may incur various costs and expenses in performing services under this Agreement. COUNTY agrees to pay for all costs and expenses, in addition to the hourly fee. Expenses may include postage, photocopies, parking fees, bridge or other road tolls, fax charges, telephone charges, messenger and other delivery fees, transcription fees, other travel costs such as mileage reimbursement at the federal standard mileage rate in effect for the year or a vehicle rental, meals, lodging, and similar charges. In the event of a vehicle rental, COUNTY will be expensed for either the rental or calculated mileage at the federal standard mileage rate in effect for the year, whichever is less. COUNTY will be responsible for reimbursing CONSULTANT for the out-of-pocket expenses as actually incurred by CONSULTANT, and all costs and expenses will be charged at CONSULTANT's cost. CONSULTANT will not charge for word processing or overtime expenses associated with administrative personnel.
3. **Billing Statements.** CONSULTANT will send COUNTY periodic statements for fees and costs incurred. Each statement will be payable within thirty (30) days of the invoice date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Payment is due upon presentation of the invoice. Invoices that remain unpaid after thirty (30) days from the invoice date are immediately subject to a late payment charge of fifteen percent (15%) per year, accrued monthly. Because this matter is of a sensitive nature and subject to the attorney-client privilege, CONSULTANT recommends that COUNTY treat invoices as confidential documents and safeguard them appropriately.

Any estimate of fees given by CONSULTANT shall not be a guarantee. Actual fees may vary from estimates given.

4. **Outside Experts.** Should the matter require expertise from any outside consultants, COUNTY will have an opportunity in advance to: (a) approve the rationale for retention of same; (b) approve the selection of same; and (c) approve the rates and anticipated fees relating to such services. As of the time of this engagement, CONSULTANT has not identified the need to hire an outside consultant to assist in this investigation, although there may be a need for transcription services relating to the tape recordings, if any, of the witness interviews.

5. **Compensation for Post-Investigative Work.** This engagement shall be considered concluded after CONSULTANT has provided a final investigation report in this matter, whether oral or written. After the conclusion of this engagement, should a need arise for CONSULTANT to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, COUNTY shall compensate CONSULTANT at its then applicable rates for time expended, including all required preparation time. COUNTY agrees to reimburse CONSULTANT for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that CONSULTANT incurs in preparing for such proceedings. COUNTY shall also compensate CONSULTANT at its then applicable rates for time expended in defending against any actual or threatened claim with respect to which CONSULTANT is entitled to indemnification pursuant to this Agreement. If and when CONSULTANT receives a request for documents or testimony related to CONSULTANT's investigation, CONSULTANT will retain counsel and timely contact COUNTY to coordinate an agreed-upon response. CONSULTANT's response will be guided by the work-product doctrine and COUNTY's decision whether to waive all or part of the attorney-client privilege.

[END OF PAYMENT TERMS]



Tehama County

Agenda Request Form

File #: 25-1839

Agenda Date: 10/28/2025

Agenda #: 8.

SHERIFF'S OFFICE

Requested Action(s)

a) TRANSFER OF FUNDS: SHERIFF, B-13 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$46,271.56; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), \$46,271.56 **(Requires a 4/5's vote)**

Financial Impact:

There is no financial impact on the General Fund. The Sheriff's Office will utilize CALAIM AB133 funds to issue payment to Health Management Associates, Inc.

Background Information:

The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JI) helps incarcerated people prepare for reentry into their communities. The Tehama County Jail utilized Health Management Associates, Inc. (HMA), a State-approved contractor under the CALAIM Program, to prepare the implementation plan as mandated by the State for inmates to receive these services. The implementation plan that HMA provided has been submitted and approved by the State of California.

HMA is currently working on a new Memorandum of Understanding (MOU) between the Sheriff's Office (SO) and Tehama County Health Services Agency (TCHSA), Request for Proposals (RFP) for Pharmacy Services and Electronic Health Records (EHR), as well as writing job classifications for two new positions needed to move forward into the CALAIM JI future.

The CALAIM AB133 funds will pay the invoice issued by HMA for services listed above that were rendered at the Tehama County Jail during the month of September 2025.

BUDGET APPROPRIATION INCREASE REQUEST

DEPARTMENT NAME CALAIM/Jail Auditor Number B-13
 Date: 10/16/2025

I am requesting an increase to my budget appropriates as listed below:

Check one "Previous Year Revenue" "New Revenue"
 Funding Source CALAIM AB133 funds held in fund 581 for payment to HMA for services rendered through September 2025.

***Note **General Fund and Public Safety "MUST" use Contingency when increasing budget**

Increase Revenue Budget			Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2032	4505723	CALAIM	2002	59000	Contingency	\$ 46,271.56
2002	59000	Contingency	2032	53230	Professional/Special Services	\$ 46,271.56
Total Journal			Total Journal			\$ 92,543.12

TRANSFER APPROVED _____ SIGNATURE OF REQUESTING OFFICIAL *Sandra Palmer* DATE 10-16-25
 AUDITOR SANDRA PALMER DATE 10/16/2025

BOARD OF SUPERVISORS _____ DATE _____

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Sheriff's Office
 Att. Finance
 PO Box 729
 nbrummond@tehamaso.org
 Red Bluff, CA 96080

October 14, 2025
 Invoice Number: 211996 - 0000015
 Due Date: November 13, 2025

Current Invoice Total	\$46,271.56
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Project: 211996 Tehama County: Medi-Cal DHCS
Professional Services from September 01, 2025 to September 30, 2025

Task: Sheriff
Professional and Consulting Services Rendered:

	Hours	Rate	Fees	
██████████	2.25	470.00	1,057.50	
██████████	3.00	330.00	990.00	
██████████	2.00	495.00	990.00	
██████████	19.00	330.00	6,270.00	
██████████	20.50	420.00	8,610.00	
██████████	26.75	420.00	11,235.00	
██████████	29.75	175.00	5,206.25	
Total Hours / Fees	103.25		34,358.75	
Subtotal Fees				34,358.75

Expenses for:

8/8/2025	██████████	██████████ - JFK-SFO split tasks	208.48
8/28/2025	██████████	██████████ - BOS-SFO/SAN-BOS 2 Tasks	348.33
8/28/2025	██████████	██████████ - SFO-SAN 2 Tasks	64.24
8/29/2025	██████████	██████████ SAN-JFK updt Rtn, 2 tasks	10.50
	Subtotal Expenses		631.55

Task: Sheriff - Travel

2501 WOODLAK CIRCLE, SUITE 100, OKEMOS, MI 48864
 TELEPHONE: (517) 482-9286 FAX: (517) 482-0920
 EMAIL: ACCOUNTING@HEALTHMANAGEMENT.COM - FEDERAL ID # 38-2599727

WWW.HEALTHMANAGEMENT.COM

Professional and Consulting Services Rendered:

	Hours	Rate	Fees	
██████████	8.75	213.00	1,863.75	
██████████	10.75	265.00	2,848.75	
██████████	9.25	265.00	2,451.25	
██████████	13.50	108.00	1,458.00	
Total Hours / Fees	42.25		8,621.75	
Subtotal Fees				8,621.75

Expenses for:

8/13/2025	██████████	██████████ - MSP-SFO split tasks	204.48
8/13/2025	██████████	██████████ - CLT-SFO split task	302.98
9/6/2025	██████████	to airport	50.92
9/8/2025	██████████	one nigh of two divided by SO & Prob	163.69
9/8/2025	██████████	Half of charge	380.44
9/11/2025	██████████	incidentals	13.50
9/12/2025	██████████	no receipt available - 50%	10.03
9/18/2025	██████████	one night of this hotel bill	136.21
9/18/2025	██████████	from jfk - split with probation	5.70
9/8/2025	██████████	Coffee for AY at SFO	8.91
9/9/2025	██████████	Dinner for AY, JV, JW, & CVD	127.47
9/9/2025	██████████	Lunch for AY, JV, JW, & CVD	78.05
9/10/2025	██████████	Dinner for AY, JV, JW, & CVD	82.70
9/10/2025	██████████	Lunch for AY, JV, JW, & CVD	83.14
9/11/2025	██████████	Dinner for AY, JV, JW, & CVD	92.82
9/12/2025	██████████	Gas for rental	61.44
9/8/2025	██████████	breakfast	19.05
9/8/2025	██████████	lunch - ██████████	27.40
9/8/2025	██████████	my house to clt airport	13.35
9/8/2025	██████████	checked bag	35.00
9/8/2025	██████████	RENTAL CAR 1/2	159.36
		PROBATION 1/2 SHERIFF	
9/11/2025	██████████	hotel 1/2 PROBATION 1/2 SHERIFF	427.58
9/12/2025	██████████	hotel 1/2 PROBATION 1/2 SHERIFF	126.94

2501 WOODLAKE CIRCLE, SUITE 100, OREMOS, MI 48864
 TELEPHONE: (517) 482-0236 FAX: (517) 482-0920
 EMAIL: ACCOUNTING@HEALTHMANAGEMENT.COM · FEDERAL ID # 38-2599727

WWW.HEALTHMANAGEMENT.COM

Project	211996	Tehama County: Medi-Cal DHCS	Invoice	0000015
9/12/2025		airport to house	13.35	
9/13/2025		checked bag	35.00	
Miscellaneous				
9/30/2025	JE Other Misc Reclass	incidentals	13.50	
9/30/2025	JE Other Misc Reclass	/ incidentals	-13.50	
	Subtotal Expenses		2,659.51	2,659.51
		Current Invoice Total		\$46,271.56

HMA's preferred method of payment is via ACH:

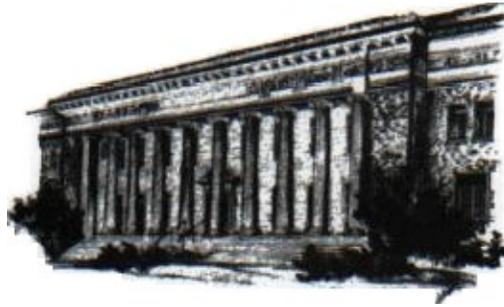
[REDACTED]

2501 WOODLAKF CIRCLE, SUITE 100, OKEMOS, MI 48864
 TELEPHONE: (517) 482-9236 FAX: (517) 482-0920
 EMAIL: ACCOUNTING@HEALTHMANAGEMENT.COM · FEDERAL ID # 38-2599727

WWW.HEALTHMANAGEMENT.COM

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080



Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.co.tehama.ca.us

Date: January 17, 2025

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF Sean Houghtby

TO: Oscar Morales

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature pages** referenced and attached to this memo.

**15. SHERIFF'S OFFICE / PROBATION DEPARTMENT - Sheriff Dave Kain 24-2213
and Chief Probation Officer Pam Gonzalez**

a) AGREEMENT - Approval and authorization for the Chairman to sign the agreement with Health Management Associates, Inc., to provide consulting and technical assistance related to PATH Round 3 funding and CalAIM implementation for both correctional facilities, the Jail and Juvenile Detention Facility, set forth in Exhibit "B" with maximum compensation not to exceed \$975,000, effective 6/1/24 and shall terminate 9/30/26 (*Subject to receipt of insurance documentation*).

Enactment No: MISC. AGR 2024-378

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250
RED BLUFF, CA 96080

OR

THROUGH INTER-OFFICE MAIL - AUDITOR'S OFFICE

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
HEALTH MANAGEMENT ASSOCIATES, INC.**

On December __, 2024, this Agreement is entered into between the County of Tehama, through its Sheriff’s Office and Probation Department, (“County”) and Health Management Associates, Inc. (“Contractor”) for the purpose of providing consulting and technical assistance to the County.

1. **RESPONSIBILITIES OF CONTRACTOR**

Contractor shall perform the following responsibilities in addition to the deliverables found in Exhibit “B”:

- Consulting and technical assistance on the approach to planning and implementation of pre-release services as well as budget development
- Training regarding CalAIM, the Office of Health Care Services (DHCS) operational guidance, and the required pre-release services
- Consulting and technical assistance on 90-day pre-release eligibility and behavioral health linkage screening
- Consulting and technical assistance for completing the release readiness assessment
- Stakeholder convening, consulting, and technical assistance for reentry coordination and planning
- Consulting and stakeholder engagement for the County Behavioral Health Department, Probation and Sheriff’s Office oversight, governance, and project management
- Development of the DHCS required readiness assessment template provided by DHCS, which will focus on new processes required to support the implementation of behavioral health links and includes the following components:
 1. Initial Data Sharing
 2. Data Sharing for Release
 3. Release Planning: follow-up appointments; and transportation
 4. Reentry Professional-to-Professional Clinical Handoff
 5. Follow-up Post Release: post release scheduling; and post-release follow-up
 6. Oversight and Project Management: staffing structure and plan; governance structure for partnerships; and reporting and oversight processes
- Review of medical contracts and recommendations to align with the CalAIM Justice involved Initiative.
- Develop policies and procedures, and process flows in compliance with the operational guidance minimum requirements.
- Training and technical assistance regarding billing, claiming, and pharmacy services.
- Consulting and technical assistance on the operationalization of pre-release services and continuous quality improvement
- Actuarial Analysis of projected revenue from Medi-Cal reimbursement based on 2 years of Correctional Facilities health care encounter data provided the County
- Up to two site visits to Tehama County to develop Implementation Plan and provide TA for Readiness

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in Exhibit “B”, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall be up to \$211,000 for the reasonable value of services in making necessary site visits, analysis, and plans in preparation for this contract and up to \$764,000 for other services completed before the end of the term for a total not to exceed \$975,000.00. Contractor shall be compensated Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement.

Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor’s invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall terminate September 30, 2026, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days’ written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff and/or Chief Probation Officer.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Each party shall defend, hold harmless, and indemnify the other party, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of each party), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of each party) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Each party shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Each party shall also defend and indemnify the other party against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to

contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:

Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
dkain@tehamaso.org

Tehama County Probation
Department
Attn: Pam Gonzalez, Chief Probation
Officer
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3026
pgonzalez@tcprobation.org

INVOICES SUBMITTED TO COUNTY:

Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation
Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

NOTICES TO CONTRACTOR:

Jeff DeVries
Health Management Associates,
Inc.
2501 Woodlake Circle, Ste. 100
Okemos, MI 48864
Fax: (517) 482-0920
contracts@healthmanagement.com

GRANTS/CONTRACTS TO COUNTY:

Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

23. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this

policy may cause termination of this agreement.

24. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: DEC 17 2024

COUNTY OF TEHAMA



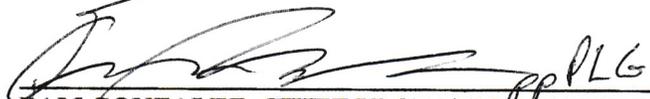
CHAIRMAN OF BOARD OF SUPERVISORS

Date: 12/31/2024


Dave Kain (Dec 31, 2024 10:29 PST)

DAVE KAIN, SHERIFF

Date: 12-31-24



PAM GONZALEZ, CHIEF PROBATION OFFICER

January 6, 2025 | 9:37 PST
Date: _____

HEALTH MANAGEMENT ASSOCIATES, INC.

Signed by:


7533E7CBA7A5470
KELLY JOHNSON, CHIEF ADMINISTRATIVE OFFICER

TBD
Vendor Number

2032-53230
Budget Account Number

2037-53230
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT “B”

SHERIFF’S OFFICE DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the **Tehama County Sheriff’s Office**:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key task, deliverables, and target time frames.	8/15/2024	\$334.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County’s current readiness to ensure individuals have health coverage up to 90 days before release and upon release, the county’s readiness to provide pre-release services, and billing and claiming for such services. Gaps in readiness and recommendations to close the gaps will be provided in a report. This information will guide the development of the mandatory implementation plan and budget. Cost includes 3-day site visit and travel.	TBD based on extension date	\$115,681.00
3.	Eight Training Modules	HMA will deliver eight trainings for Sheriff’s Office staff, including the Medi-Cal Transformation PATH 3 initiative, reentry services, and billing and claiming.		\$10,874.00
4.	Shared, Web-Based Site for Resource Management	HMA will develop and maintain or support a web-based site to share resources with the Sheriff’s Office easily.		\$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Medi-Cal Transformation PATH 3 policy and procedure manual		\$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claims		\$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gap Analysis

8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services	TBD based on extension date	\$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Sheriff's Office to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		\$188,455.00
10	Process and Templates	HMA will work closely with key stakeholders to establish processes and templates to collect and monitor required data, report on DHCS required measures, and implement corrective action plan processes to address operational challenges, if necessary		\$26,790.00
11	Continuous Quality Improvement Training and Recommendations	HMA will train Sheriff's Office staff and contractors on continuous quality improvement techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program		\$21,925.00
12	Review of Healthcare Contract and Recommendations	HMA will review the contract with your healthcare vendor and ensure it aligns with the MEDI-CAL TRANSFORMATION JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		\$21,925.00
13	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre-release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Sheriff's Office the flexibility to change assumptions and review corresponding results.		\$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Sheriff Dpt.		\$12,500

PROBATION DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the Tehama County Probation Department:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key tasks, deliverables, and target time frames.	15 days after contract execution	\$333.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days prior to release and upon release, the county's readiness to provide pre-release services, and ensure billing and claiming for such services. Gaps in readiness and recommendations or closing the gaps will be provided in a report. From this, HMA will lead the Probation's Department in creating the budget and implementation plan design to be submitted to DHCS.	TBD – Based on Extension of IP Due Date	\$110,681.00
3.	8 Training Modules	HMA will deliver 8 trainings for Probation's Department staff, including topics such as the Cal Aim PATH 3 initiative, reentry services, MAT in carceral settings, and billing and claiming.		\$10,874.00
4.	Development of a shared, web-based site for resource management	HMA will maintain or support a web-based site to easily share resources with the Probation's Department.		\$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Cal AIM PATH 3 Policy and Procedure Manual		\$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claiming.		\$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gaps Analysis
8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services		\$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Probation Department to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		\$171,530.00

10.	Process and templates for the established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.	HMA will work closely with key stakeholders to establish processes and templates to collect required data and implement corrective action plans if necessary.	\$26,790.00
11.	Continuous Quality Improvement Training and Recommendations	HMA will train the Probation Department staff and contractors on continuous quality improvement (CQI) techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program.	\$21,925.00
12.	Provide recommendations regarding the delivery of healthcare services and associated agreements to align with CalAIM requirements	HMA will review the contract with your healthcare vendor and ensure it aligns with the CAL AIM JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.	\$21,925.00
13.	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre- release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Probation Office the flexibility to change assumptions and review corresponding results.	\$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Probation Dpt.	\$12,261

STAFFING

John Volpe will serve as the project director and Tara Kelly will serve as project manager. Both will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with the Tehama County Agencies. Julie White, Daniel Dean, Rebekah Kharrazi, Christina Kadelski, and Jessica Perillo will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate. Short biographies for the individuals working on this project and an overview of HMA are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on June 1, 2024, and shall continue in effect until September 30, 2026, unless terminated earlier by either party giving the other party thirty (30) days' written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate

HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

PROJECT FEES

The services described above will be provided on a time-and-materials basis for a total of \$975,000. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. Project fees will not be incurred beyond the ascribed amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	HMA 2024 Professional Hourly Rates	2024 Travel Time Rates
Principal Actuarial	\$495	N/A
Physician Principal	\$470	\$293
Managing Director	\$410	\$255
Managing Principal	\$410	\$255
Principal	\$400	\$250
Associate Principal	\$360	\$225
Senior Consultant	\$315	\$203
Consultant Actuary	\$280	N/A
Consultant 1	\$240	N/A
Consultant/ Associate	\$210	\$140
Research Associate	\$165	\$108
Project Manager	\$135	\$85
Clerical and Admin	\$120	\$60

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) to maintain each client's confidential information and ensure that your interests are protected.

Both parties acknowledge that, while performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party is obligated to confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and conditions will constitute the entire agreement between HMA and Tehama County related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

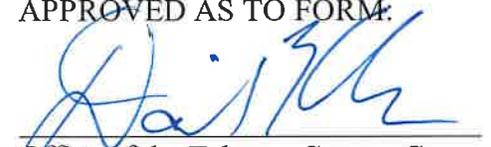
E-Contract Review
Approval as to Form

Department Name: Probation/TCSO

Vendor Name: Health Management Associates, Inc.

Document Description: Agreement for consulting for pre-release services (CalAIM)

APPROVED AS TO FORM:



Date: 12/3/24

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel



Tehama County Minutes Certification

File Number: 24-2213

Enactment Number: MISC. AGR 2024-378

**15. SHERIFF'S OFFICE / PROBATION DEPARTMENT - Sheriff Dave Kain 24-2213
and Chief Probation Officer Pam Gonzalez**

a) AGREEMENT - Approval and authorization for the Chairman to sign the agreement with Health Management Associates, Inc., to provide consulting and technical assistance related to PATH Round 3 funding and CalAIM implementation for both correctional facilities, the Jail and Juvenile Detention Facility, set forth in Exhibit "B" with maximum compensation not to exceed \$975,000, effective 6/1/24 and shall terminate 9/30/26 (*Subject to receipt of insurance documentation*).

Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez explained the benefits of the departments coming together regarding the CalAIM agreement and discussed the mandate and grant funding.

In response to Supervisor Moule, Mr. Kain explained the departments overlapping responsibilities and process.

In response to Supervisor Moule, Ms. Gonzalez explained the intent of CalAIM agreement regarding services for an incarcerated persons.

RESULT: APPROVED

MOVER: Pati Nolen

SECONDER: Candy Carlson

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen,
Vice Chair Hansen, and Chairperson Leach

Enactment No: MISC. AGR 2024-378

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 12/17/2024.

Attest:

Deputy

January 17, 2025

Date Certified



Tehama County

Agenda Request Form

File #: 25-1811

Agenda Date: 10/28/2025

Agenda #: 9.

CLERK OF THE BOARD

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement between the County of Tehama and Granicus, LLC for the purpose of providing meeting management software with hosted services, to be effective 5/1/26 and shall terminate 4/30/29, for a total not to exceed amount of \$94,259.54 (*Subject to receipt of required insurance documentation*)

Financial Impact:

The annual fees will be budgeted in the Clerk of the Board's operating budget 1013-53230 over the next three fiscal years.

Background Information:

The county implemented the Granicus Legistar system as its agenda management platform in 2023. This is a renewal of the subscription agreement to continue using that platform. Without the platform we would be out of compliance with laws and regulations regarding meeting posting and access including the Brown Act.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
GRANICUS

This agreement is entered into between the County of Tehama, through its Clerk of the Board Department, ("County") and Granicus, LLC ("Contractor") for the purpose of providing meeting management software with hosted services as set forth in Exhibit B, attached hereto and incorporated by reference.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide meeting management software with hosted services as set forth in Exhibit B.

Contractor products and services are purchased by County as subscriptions. Contractor hereby grants and County hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Contractor products and services during the term of this Agreement. Contractor reserves all right, title and interest in the Contractor products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses are granted to County. The Contractor name, logo, and the product names are trademarks of Contractor, and no right or license is granted to use them. County assigns to Contractor any suggestion, enhancement, request, recommendation, correction or other feedback provided by County relating to the use of the Contractor products and services. County shall not: (i) Misuse any Contractor resources or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Contractor products and services in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the products and services as a door or signpost to another server; (v) Access or use any portion of Contractor products and services except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Contractor products and services; (vii) Use the Contractor products and services for any unlawful purposes; (viii) Export or allow access to the Contractor

products and services in violation of U.S. laws or regulations; (ix) subcontract, disclose, rent, or lease the Contractor products and services, or any portion thereof, for third party use; or (x) Modify, adapt, or use the Contractor products and services to develop any software application intended for resale which uses the Contractor products and services in whole or in part.

Each party retains its rights in its pre-existing intellectual property.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

Content. County will be solely responsible for the Content submitted to the products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Contractor. County represents and warrants it has the legal right to provide the Content to Contractor and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. County grants Contractor a limited, non-exclusive right during the Term to access and use the Content to provide the products and services. Content does not include user feedback related to the products or services, which Contractor is free to use without any further permission or consideration to County. In addition, Content does not include data generated by use of the products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Contractor for any and all business purposes including diagnostics and system and product improvements.

Data Backup and Protection. County will maintain a back-up of any data or data files provided to Contractor and Contractor will back up any data hosted on servers maintained by Contractor. For certain products, Contractor offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. County assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

Passwords. Sign-on credentials used to access the products are non-transferable. County is responsible for keeping all passwords secure and for all use of the products through County's sign in credentials.

Cooperation. County will provide any assistance reasonably required by Contractor to perform the services, including timely review of plans and schedules for the services and reasonable access to County's offices for services performed onsite.

Third-Party Technology. County will be responsible for securing all licenses for third party technology necessary for Contractor to perform the services (including the right for Contractor to use such technology) and will be responsible for the performance of any third-party providing goods or services to County related to the services, including such third party's cooperation with Contractor.

3. **COMPENSATION**

Contractor shall be paid annual subscription fees in the amount of \$28,477.20 for all services rendered under this agreement pursuant to the rate schedule provided in Exhibit "B", except that the new subscription fees shall be prorated to align with prior agreement billing term during implementation. Contractor shall be paid annual subscription fees in the amount of \$31,324.93 for year two and \$34,457.41 for year three. The Maximum Compensation payable under this Agreement shall not exceed \$94,259.54. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each purchase order or SOW. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. TERM OF AGREEMENT

This agreement shall commence on May 1, 2026 and shall terminate April 30, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

Either party may terminate this Agreement or any purchase order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable purchase order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon written notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Clerk & Recorder.

Upon expiration or termination of an purchase order or SOW for any reason: (i) County's right to access and use the products will immediately cease (except for perpetual licenses granted under an purchase order, which will continue to be governed by this Agreement for the duration of the license); (ii) County will promptly remit any fees due to Contractor under all purchase orders and SOWs; (iii) Contractor will promptly cease performance of any services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. County will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the products. Contractor has no obligation to retain any Content after such thirty (30)-day period nor is Contractor responsible for extracting the data on County's behalf absent separate written agreement and the payment of additional fees.

7. ENTIRE AGREEMENT - MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County (such consent not to be unreasonably withheld); provided that Contractor may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void..

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from

Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor will defend County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Contractor products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Contractor determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor products and services; (ii) modify the affected Contractor products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; or (iii) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor products and services other than in accordance with this Agreement. This Section sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Contractor products and services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party. 11.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR COUNTY'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER EXHIBIT B, OR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INTELLECTUAL PROPERTY INDEMNITY), IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE TWO TIMES (2X) THE FEES PAYABLE BY COUNTY TO CONTRACTOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

12. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

13. CONFIDENTIAL INFORMATION

It is expected that one Party may disclose to the other Party certain information which may be considered confidential or trade secret information (“Confidential Information”). Confidential Information shall include: (i) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (ii) non-public information of a Party if it is identified as confidential or proprietary before, during, or promptly after presentation and (iii) any information that should be reasonably understood to be confidential or proprietary to a Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Party agrees to receive and hold any Confidential Information in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of either Party; (ii) was in a Party’s possession before receipt from the other Party; (iii) is rightfully received by a Party from a third party without any duty of confidentiality; (iv) is independently developed by a Party without use or reference to the other Party’s Confidential Information; or (v) is disclosed with the prior written consent of the Parties.

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. County understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Contractor’s databases without some residual data.

14. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq.

("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.101). Subcontractors do not include entities that provide general services on behalf of Contractor such as co-location or hosting providers, third party auditors or security contractors. Subcontractors will only include those third parties engaged specifically by Supplier to perform services directly to County.

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

16. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB 1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

17. COMPLIANCE WITH LAWS, REGULATIONS AND WARRANTIES

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

Contractor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Contractor products and services; however, the Contractor products and services are provided "AS IS" and as available. EXCEPT AS PROVIDED ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR PRODUCTS AND SERVICES OR THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

18. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

19. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

20. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Sean Houghtby Tehama County Clerk & Recorder P.O. Box 250 Red Bluff, CA 96080
If to Contractor:	Granicus, LLC 408 Saint Peter Street, Suite 600 Saint Paul, MN 55102 Email: contracts@granicus.com

Notice shall be deemed to be effective two days after mailing.

21. NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

22. RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR {8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. EXHIBITS:

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibits(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date:

Tehama County Board of Supervisors, Chair

Date:

10/3/2025

GRANICUS, LLC
DocuSigned by:
Greg Eck
71FB6CB5D848403...
Greg Eck

Representative
Senior Manager, Contracts

Vendor Number

Budget Account Number

Standard Form of Agreement — Services adopted 07-26-17

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include "Tehama County, its elected officials, officers, employees and volunteers" as additional insured.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Contractor shall provide County with at least thirty (30) days prior written notice of any cancellation or change to the insurance requirements included in this Agreement.

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A: VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract.

Verification of Coverage

Contractor shall furnish County with original certificates effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete copies of all required insurance policies affecting the coverage required by these specifications at any time.



THIS IS NOT AN INVOICE

Order Form
Prepared for
Tehama County CA

Granicus Proposal for Tehama County CA

ORDER DETAILS

Prepared By: Pedro Arguedas
Phone:
Email: pedro.arguedas@granicus.com
Order #: Q-485850
Prepared On: 27 Sep 2025
Expires On: 31 Dec 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 31 Dec 2025
Initial Order Term End Date: 31 Dec 2028
Period of Performance: 01 Jan 2026 - 31 Dec 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$12,486.47
Government Transparency Suite	Annual	1 Each	\$6,228.68
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,455.30
Meeting Efficiency Suite	Annual	1 Each	\$3,940.85
VoteCast Standard Package (iLegislate)	Annual	1 Each	\$4,365.90
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$28,477.20

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jan 2027 - 31 Dec 2027	01 Jan 2028 - 31 Dec 2028
Legistar	\$13,735.12	\$15,108.63
Government Transparency Suite	\$6,851.55	\$7,536.70
Granicus Encoding Appliance Software (GT)	\$1,600.83	\$1,760.91
Meeting Efficiency Suite	\$4,334.94	\$4,768.43
VoteCast Standard Package (iLegislate)	\$4,802.49	\$5,282.74
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Legistar)	\$0.00	\$0.00
Upgrade to SDI 720p Streaming	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$31,324.93	\$34,457.41

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
 : [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents

Solution	Description
	<ul style="list-style-type: none"> • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
VoteCast Standard Package (iLegislate)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> · Unlimited user accounts · Unlimited meeting bodies · Access to one Granicus platform site · Access to the VoteCast software application for elected officials · Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room · VoteCast Display (small form factor Dell CPU) is usually purchased through Granicus and should be represented on your proposal/quote · Client is responsible for purchasing compatible hardware (Compatible hardware includes Windows Desktops or tablets, Mac Desktops, or iPads)
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a

Solution	Description
	<p>monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**

 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-485850 dated 27 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Tehama County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-485850 dated 27 Sep 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Tehama County CA	
Signature:	
Name:	
Title:	
Date:	

E-Contract Review
Approval as to Form

Department Name: Clerk of the Board

Vendor Name: Granicus, LLC

Contract Description: For the purpose of providing meeting management software and hosted services

APPROVED AS TO FORM:



Date: 10/14/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1855

Agenda Date: 10/28/2025

Agenda #: 10.

BOARD OF SUPERVISORS

Requested Action(s)

a) Determine that there is a need to continue the emergency proclamation, proclaiming the existence of the local emergency in Tehama County caused conditions of peril

Financial Impact:

The requested action has no financial impact. Total impacts of the flooding damage are still being quantified, and State assistance is being sought.

Background Information:

At the September 16, 2025 meeting, the Board of Supervisors approved an emergency proclamation due to the forced closure of the Newville Road Bridge and the looming threat to Woodson Bridge, both caused by Winter Storm events. The Board also declared an emergency for this situation on February 7, 2025, before the full extent of the damages was known.

Staff is working to mitigate the existing issues to restore public access and prevent further damages, but has not yet been able to meet all needs.

The Board took action to extend this emergency on October 7, 2025, and action must continue every 30 days to continue.



Tehama County

Agenda Request Form

File #: 25-1832

Agenda Date: 10/28/2025

Agenda #: 11.

APPROVAL OF MINUTES

Requested Action(s)

- a) Waive the reading and approve the minutes of the regular meeting held
- 1) 09/16/2025
 - 2) 09/23/2025
 - 3) 09/30/2025
 - 4) 10/07/2025

Tehama County
Tuesday, September 16, 2025 9:00 AM
Board of Supervisors
Meeting Minutes



727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
<http://www.tehama.gov>
Board Chambers

Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, District 3, Vice Chair
Matt Hansen, District 4, Chairman
Greg Jones, District 5

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Chairman Hansen presided. Present in the chambers were Clerk of the Board Sean Houghtby, County Counsel Margaret Long by Deputy County Counsel Daniel Klausner, and Chief Administrator Gabriel Hydrick.

PUBLIC COMMENT

A resident commented about wasting time, society, and overcoming hate.

A resident commented about Pati Nolen not being present and that the Board weaponized law enforcement. She further asked that the Board ask law enforcement to enforce traffic laws and commented on a traffic accident at a protest.

A resident commented about the drought relief program that will be having a meeting next week to assist with wells that have gone dry.

A resident commented about Bend Mobile Home Park increases in rent, renters leaving and removal of trees on the property.

A resident commented brain health and behavior.

A resident commented about rules for public comment and the Grand Jury transcripts.

A resident commented about Cottonwood Road repairs and Charlie Kirk's death.

ANNOUNCEMENT OF AGENDA CORRECTIONS

#11 addition to packet

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - meets tomorrow

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - meets next month

Public Safety Tax Initiative Working Group (Hansen, Jones) - met yesterday, working towards a citizen's initiative

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - has not met

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - has not met

Rent Control Ordinance Ad Hoc (Jones, Nolen) - meets Mondays and encouraged residents to contact Planning to schedule time to meet with them.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - Training facility tour with Local 228

Supervisor Burroughs - Flood Control Board, Public Safety Tax Working Group

Supervisor Walker - Flood Control Board

Supervisor Hansen - Flood Control Board

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

21. CLOSED SESSION 25-1518

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: TBD

Employee: Air Pollution Control Officer

Reportable Action: County appoints Gabriel Hydrick as labor negotiator for County.

22. CLOSED SESSION 25-1531

a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Hunter Martin, Mary Martin, Steven Landgraf, & Kaylynnne Rodrigues
Agency claimed against: Tehama County

Reportable Action: Claim denied 5-0

23. CLOSED SESSION 25-1532

a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Michael Mullins
Agency claimed against: Tehama County

Reportable Action: Claim denied 5-0

24. CLOSED SESSION

25-1542

- a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property: APN 029-270-032-000

Agency Negotiator: Gabriel Hydrick

Negotiating Party: ORCA Behavioral Health / Premier Independence

Under Negotiation: Terms of Payment

Reportable Action: Direction given to staff

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Environmental Health Director Tia Branton announced the Drought Relief Program and Specialized Fibers progress.

Chief Probation Officer Pam Gonzalez shared Probation stats for August and commented on the training and qualifications of Probation Officers.

Sheriff Dave Kain shared information about retention issues in the Sheriff's Department and that he has lost 11 personnel in the last 6 months. Mr. Kain further commented about the pay differences between Tehama County and Butte County and asked the Board to do a salary survey of comparator counties. Mr. Kain further announced a hiring event on September 27th where the Sheriff's Office will test and interview qualified applicants on the same day. He further read a compliment received for the work of Deputy Jesse Brown. He also read a compliment for Executive Secretary Kari Simons and the financial team.

Health Services Agency Executive Director Jayme Bottke gave stats on the Annual Suicide Walk in Red Bluff and Corning. She announced the Recovery Happens event on September 20th in Red Bluff.

Supervisor Nolen joined the meeting at 9:38 a.m.

Treasurer Tax Collector Parker Hunt announced a successful lunch and learn with the Assessor's Office.

CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Supervisor Walker, seconded by Vice Chair Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

1. **GENERAL WARRANT REGISTER 8/24/25 - 8/30/25** **25-1566**

2. **DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES** **25-1549**

a) DONATION - Request approval and authorization for the Director of Animal Services to accept the following monetary and property donations to the Tehama County Animal Care Center:

- 1) \$1,000 from Gretchen Koch to medical donation fund
- 2) \$862 from Wilcox Oak Women's Association to medical donation fund
- 3) \$2,500 from Best Friends Animal Society to universal donation fund
- 4) \$1,000 from Petco Love to universal donation fund
- 5) \$56,237.86 from Paschek Living Trust to universal donation fund
- 6) Property donation from Oak Tree Furniture of a canopy, weights, pill pockets, cat/dog collars, food container, cat toy, cat beds and blankets, valued at \$540
- 7) Property donation from Oak Tree Furniture of a 10' x 12' Ranch shed, valued at \$4,160
- 8) Property donation from Donna McKenna of dog beds, valued at \$640
- 9) Property donation from Debbie Niskala of dog beds, valued at \$960

3. **CHILD SUPPORT SERVICES** **25-1503**

a) AGREEMENT - Request approval and authorization for the Chair and the Director to sign the Agreement with Peerless Building Maintenance Company, for the purpose of providing janitorial services in an amount not to exceed \$15,000, effective 11/1/25 and shall terminate 10/31/26

Enactment No: MISC. AGR 2025-291

4. **PUBLIC GUARDIAN / PUBLIC ADMINISTRATOR** **25-1569**

a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement with Panoramic Software Inc., for the purpose of providing Panoramic Software's PA/PG Pro Web system and support to the Tehama County Public Guardian's office in an amount not to exceed \$48,100, effective 7/1/2025 and shall terminate 06/30/27 (*Subject to receipt of required insurance documentation*)

Enactment No: MISC. AGR 2025-292

5. **CLERK OF THE BOARD** **25-1624**

a) Request cancelation of the November 4th, 2025 Board of Supervisors meeting

REGULAR AGENDA

6. **BOARD OF SUPERVISORS** **25-1487**

a) PROCLAMATION - Request adoption of a proclamation proclaiming September 17-23, 2025 as Constitution Week

Kevin Nap from the Sons of the American Revolution gave some information on the organization.

Katheryn DeYoung from the Daughters of the American Revolution discussed and read the proclamation.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

7. COMMUNITY ACTION AGENCY / PERSONNEL - Executive Director 25-1568

Bekkie Emery

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as CAA Case Manager, Range 25 Step D, effective 9/17/25 or upon successful completion of all pre-employment requirements

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

8. AUDITOR / CONTROLLER - Auditor / Controller Krista Peterson 25-1581

a) RESOLUTION - Request adoption of a resolution approving tax rates for Fiscal Year 25/26 as outlined in Exhibit "A"

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-077

9. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1516

a) Request to declare the used International Flatbed Truck, with license plate number: 1236686, VIN: 1HTSENLN7NH411244, County Tag #: 27029, as surplus County property. Stock #829

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Request to adopt the finding that the used International Flatbed Truck should be donated to the City of Red Bluff Fire Department, to continue to be used to provide services and aid to the community, thereby serving a public purpose for the County of Tehama, pursuant to Government Code section 25372

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice

10. ADMINISTRATION - Chief Administrator Gabriel Hydrick 25-1570

a) RESOLUTION - Request adoption of a resolution authorizing the closure of the following offices as stated below:

- 1) Closed on Wednesday, December 24, 2025
 - a) Administration
 - b) Agricultural Extension (UC) Coop
 - c) Air Pollution Control District
 - d) Auditor-Controller
 - e) County Counsel
 - f) Library - All Branches
 - g) Personnel
 - h) Planning
 - i) Public Guardian/Public Administrator
 - j) Treasurer - Tax Collector

- 2) Closed on Wednesday, December 31, 2025
 - a) Veterans Services Office

- 3) Closed to the public at 12:00 p.m. Wednesday, December 24, 2025 and Wednesday, December 31, 2025
 - a) Ag Department

 - b) Building & Safety
 - c) Child Support
 - d) Health Services
 - e) Social Services

In response to Supervisor Burroughs, Chief Administrator Gabriel Hydrick explained that these paid holidays are negotiated benefits with the unions.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-078

11. ADMINISTRATION - Administrative Services Director Tom Provine 25-1605

a) PROCLAMATION - Proclaiming the existence of the local emergency in Tehama County which caused conditions of peril; and directing that a copy of the proclamation be forwarded to the California Emergency Management Agency

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Authorize the Chair to coordinate with staff to draft and sign a letter to the Governor, requesting inclusion of Tehama County in the Proclamation of State of Emergency

Administrative Services Director Tom Provine discussed the emergency declaration and the closure of the bridge on Newville Road.

Martha Kleykamp commented that the County should look into military surplus bridges for use in the short term.

Jamie Leley asked if there are any temporary solutions to allow smaller vehicles to pass through and avoid the 72-mile detour.

Heather Nielson asked if there would be some way to get through the barricade temporarily.

Mr. Provine commented that Public Works is looking for temporary solutions.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

12. BOARD OF SUPERVISORS

25-1625

a) Discussion regarding the proposed Code of Conduct by the Grand Jury and the Personnel Code of Conduct § 1301

b) Approve and adopt a Code of Conduct for the Board of Supervisors

Supervisor Walker commented that he is in favor of the Grand Jury's code of conduct and Supervisor Jones agreed.

Chairman Hansen commented that he would be in favor of posting the Board Code of Conduct in chambers with everyone's signature.

Supervisor Walker moved to approve Grand Jury Code of Conduct for the Board seconded by Supervisor Jones.

Martha Kleykamp commented that the Code of Conduct is subjective and undefined. She further commented that if everyone behaved as adults none of this would be necessary.

Michael Kain commented that he believes that the problem with the Board is Chairman Hansen after reading the Grand Jury transcripts.

Jessica Clark asked who would oversee the Code of Conduct and that there is no accountability. Ms. Clark further commented that the Board should work together.

Louise Wilkinson commented on the Grand Jury report and that the Board should be responsible. Ms. Wilkinson further commented that the Board should be afraid of when she gets on the Grand Jury.

Jenny Alexander commented that this is just another set of rules that the Board will not follow and asked who will enforce the rules.

Chairman Hansen commented that the Grand Jury represents the public and this is their expectation of the Board.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Walker, and Chairperson Hansen
NAYS: Supervisor Burroughs, and Vice Chair Nolen

c) Approve and adopt a Code of Conduct for the public

Supervisor Walker commented that pre-registration for public comment should not be included.

Supervisor Jones commented that while this is symbolic it is worth passing.

Supervisor Burroughs commented that he is not in favor of censorship and that the gavel should be used more.

Discussion took place regarding the First Amendment and providing guidelines for everyone to follow.

Supervisor Walker commented that the regular attendees would know the rules but new ones may not so having the rules posted is helpful.

Supervisor Nolen commented that she is in favor of free speech in public comment.

Chairman Hansen commented that we should hear differing opinions but should respect each other and have respectful dialogue.

A resident commented that every person knows what the rules are without being told and that the public needs to hear simple language.

Michael Kain commented that freedom of speech should not be obstructed.

Martha Kleykamp commented about free speech and that she comes to the meeting as part of a group of residents that offers their opinion to the Board. Ms. Kleykamp commented that the Board should tell the Grand Jury that they will not adopt this and support free speech.

Liz Merry commented that the Board should pay attention to the speakers and that the Board can't control the public or what they say. Ms. Merry further commented that the public will do what they want.

Louise Wilkinson commented that First Amendment rights are important and that the Board can make guidelines for themselves but should not let the Grand Jury set rules for the public.

Jessica Clark commented that the Board should pay attention to First Amendment rights and emotions run high sometimes. Ms. Clark further commented that everyone who speaks at the microphone should be respectful and that respect goes both ways.

Sharon Novak commented that she would like to see less rules and discussed responses from County employees and officials. Ms. Novak further commented on changes to the proposed code of conduct.

Jenny Alexander commented that first amendment rights supersede any code of conduct and that she is not comfortable with giving the Chair the authority to enforce these rules.

Deputy County Counsel Daniel Klausner commented that #6 in the proposed rules may be problematic and that pre-registration might be problematic as well.

Supervisor Jones commented that he would be in favor of removing #2 and #6. He further commented that this is not to deter the public from criticizing the County.

Supervisor Nolen commented that the public is participating in the public process and that doing this is infringing on freedom of speech.

Supervisor Walker commented that anyone who thinks they will go over 3 minutes, please feel free to send an email. Supervisor Walker further commented that if the Board used the same language as the public there would be outrage.

Supervisor Jones commented he wants to make sure everyone gets a chance for public comment.

Supervisor Jones moved to approve the Grand Jury proposed Public Code of Conduct removing #2 and #6 and Supervisor Walker seconded.

RESULT: APPROVE
MOVER: Greg Jones

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Walker, and Chairperson Hansen

NAYS: Supervisor Burroughs, and Vice Chair Nolen

FUTURE AGENDA ITEMS

Supervisor Jones - Contract and presentation for public polling on the public safety tax.
(consensus)

Replace Hansen with Burroughs on Public Safety Tax Ad Hoc (consensus)

Supervisor Burroughs - Correctional Officer and Deputy salary survey (consensus)

CLOSED SESSION

Michael Kain commented on closed session

Sharon Novak commented on closed session #13 & #14.

13. CLOSED SESSION 25-1587

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Chief Probation Officer Annual Performance Evaluation Process

14. CLOSED SESSION 25-1620

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: Gabriel Hydrick

Employee: Air Pollution Control Officer

11:06 a.m. RECESS

Chairman Hansen departed the meeting at 1:10 p.m.

1:20 p.m. RECONVENE

REPORTABLE ACTIONS FROM CLOSED SESSION

13. CLOSED SESSION 25-1587

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Chief Probation Officer Annual Performance Evaluation Process

Reportable Action: Part 1 of Evaluation Completed

14. CLOSED SESSION 25-1620

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: Gabriel Hydrick

Employee: Air Pollution Control Officer

Reportable Action: Direction given to staff

ADJOURN

1:21 p.m. There being no further business before the Board, the meeting was adjourned.

ATTEST: September 18, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by _____

Tehama County
Tuesday, September 23, 2025 9:00 AM
Board of Supervisors
Meeting Minutes



727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
<http://www.tehama.gov>
Board Chambers

Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, District 3, Vice Chair
Matt Hansen, District 4, Chairman
Greg Jones, District 5

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen

9:07 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Chairman Hansen presided. Present in the chambers were Clerk of the Board Sean Houghtby, County Counsel Margaret Long by Deputy Andrew Plett, and Chief Administrator Gabriel Hydrick by Administrative Analyst Arminda Searcy.

PUBLIC COMMENT

A resident led a prayer. He further commented on the Grand Jury response and changes to the way citizens address the Board.

A resident announced the Hope Chest 60-year anniversary and gave information on its current operations.

A resident commented about dysfunction in the Board and that we should come together at the local level.

A resident commented about the code of conduct and her rights. She further commented that the Board cannot restrict First Amendment rights and asked the Board to rescind these changes.

A resident commented about citizen's constitutional rights and the consequences if the government violates those rights.

A resident read a statement regarding resettlement and reclamation from the Tehama County Jural Society.

A resident continued to read a statement regarding resettlement and reclamation from the Tehama County Jural Society.

A resident commented about his military service and the Sheriff's Office staffing.

A resident commented about flooding issues and that flood control is not a priority of the Flood Control and Water Conservation District.

A resident commented about flooding issues along Highway 99E.

A resident commented about the gas station in Mineral and the attempts to reopen it.

A resident commented about Charlie Kirk and addressing the issues in the Grand Jury transcript.

A resident commented about brain structure and mental health.

A resident commented about Charlie Kirk and free speech.

ANNOUNCEMENT OF AGENDA CORRECTIONS

#16 has been pulled by the department due to scheduling conflicts.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

13. CLOSED SESSION 25-1587

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Chief Probation Officer Annual Performance Evaluation Process

Reportable Action: Part 1 of Evaluation Completed

14. CLOSED SESSION 25-1620

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Gabriel Hydrick

Employee: Air Pollution Control Officer

Reportable Action: Direction given to staff

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - met last Wednesday, discussed bridges and flooding issues

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - has not met

Public Safety Tax Initiative Working Group (Hansen, Jones) - Meeting scheduled in October

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - has not met

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - scheduling a meeting soon

Rent Control Ordinance Ad Hoc (Jones, Nolen) - met Monday and began conducting interviews

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones – nothing to report

Supervisor Burroughs - Public Works Committee, Tripartite Board, Tehama County Transportation Commission

Supervisor Walker - Tehama County Transportation Commission, Tehama County Transit Agency Board

Supervisor Nolen - Tehama County Transportation Commission

Supervisor Hansen - Tehama County Transportation Commission, Rural County Representatives of California Conference

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Social Services Director Bekkie Emery complimented the District Attorney's office for active shooter training that they provided to Social Services and assisting in developing active shooter drills. Ms. Emery further announced Meals on Wheels Trivia Night fundraiser on November 8, 2025.

Health Services Agency Executive Director Jayme Bottke gave an update on the Recovery Happens event that was held last week and shared that there was over 500 years of sobriety at the event. Mrs. Bottke further announced that there is a free drive through flu clinic on October 18, 2025 9 am-1:30pm at the Community Center.

Sheriff Dave Kain announced the Sheriff's Office one-day hiring event scheduled for this Saturday. Mr. Kain thanked the Chamber of Commerce for their support of this event.

Treasurer Parker Hunt announced that property tax bills are now available online and the bills will be going out in the mail soon. Mr. Hunt thanked Facilities Maintenance for creating a meeting space in his office.

CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Vice Chair Nolen, seconded by Supervisor Walker, to approve the Consent Agenda. The motion carried by the following vote:

- RESULT:** APPROVED THE CONSENT AGENDA
- MOVER:** Pati Nolen
- SECONDER:** Tom Walker
- AYES:** Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice

Chair Nolen, and Chairperson Hansen

1. **GENERAL WARRANT REGISTER - 8/31/25 - 9/6/25** **25-1603**

2. **AUDITOR'S CLAIMS** **25-1595**
 - a) Court Operations, 2026-53221, Drug Detection Laboratories, Inc., \$300.00.
 - b) Court Operations, 2026-53221, Drug Detection Laboratories, Inc., \$300.00.

3. **SOCIAL SERVICES / PERSONNEL** **25-1596**
 - a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Eligibility Specialist I, Range 17 Step B, effective 9/24/25 or upon successful completion of all pre-employment requirements

4. **HEALTH SERVICES AGENCY / PUBLIC HEALTH** **25-1621**
 - a) AGREEMENT - Request approval and authorization for the Executive Director to sign the amendment No. 1 with Patagonia Health, Inc. (Misc. Agree. 2024-56) for the provision of electronic health record (EHR) software licenses, maintenance, implementation (including on-site support), and training, thereby adding fifteen (15) user licenses for the EHR, bringing the total number of user licenses to thirty-five (35), as well as increasing the total maximum compensation amount to \$259,773.89, effective 3/5/24 and shall terminate 3/4/29
Enactment No: MISC. AGR 2025-293

5. **APPROVAL OF MINUTES** **25-1589**
 - a) Waive the reading and approve the minutes of the regular meeting held
 - 1) 8/19/25
 - 2) 8/26/25
 - 3) 9/9/25

REGULAR AGENDA

6. **EMPOWER TEHAMA - Client Services Director Kimberlee Monroe** **25-1604**
 - a) PROCLAMATION - Request adoption of a proclamation proclaiming the month of October as "National Domestic Violence Awareness Month" in Tehama County
Outreach Manager Jennifer Moniz gave an update on several events scheduled for Domestic Violence awareness in October.

Director of Client Services Kimberlee Monroe provided information and statistics on Empower Tehama and their work.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

7. **AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson** **25-1576**
 - a) RESOLUTION - Request adoption of the resolution establishing the Tehama County Appropriation Limit for 2025-26 using the following adjustment factors provided by

Department of Finance: a) the percentage of change in per Capita Personal Income (CPI) over prior year (6.44%), and b) the percentage change (-.41) in population for unincorporated Tehama County

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-079

b) Request certification of the 2024-25 appropriations subject to the limit

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

8. AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson 25-1630

a) RESOLUTION - Request adoption of a resolution establishing the Fiscal Year 2025-26, Adopted Budget for Tehama County with the total funding requirement of \$279,272,940

Auditor-Controller Krista Peterson gave a presentation on the 25/26 Adopted Budget.

In response to Supervisor Hansen, Mrs. Peterson explained that next year, without the comp study reserve, the County may break even or be looking for \$2 million.

Louise Wilkinson complimented Krista Peterson and Orepa Mamea for their work on the budget and commented that next year is going to be difficult and to plan for the unknown.

In response to Jessica Clark, Mrs. Peterson explained that departments do not have to come to the Board to hire using the vacancy contingency.

Scott Camp commented that the budget has doubled over 12 years and asked if the budget can be restrained.

Michael Kain commented about contingency funds and asked where the money is.

A resident commented that she is concerned about contingency funding for projects.

Supervisor Burroughs commented about how the contingency funds are set up and budgeted within the projects. He further commented that the County was required to repair roads damaged in the Park Fire and that contingency funds are for a rainy day.

Supervisor Jones commented that he is curious if the increase over the last 12 years is

because of state mandates and how much the General Fund has increased in that time.

In response to Supervisor Hansen, Mrs. Peterson explained that the budget is the spending plan and that the vacancy contingency is to provide transparency on how positions are turning over.

Supervisor Nolen commented that contingency means a safety net in the private sector and that we shouldn't rely on it.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-080

9. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1607

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the agreement with Flock Group Inc., with the maximum compensation amount not to exceed \$83,000, effective upon signing and shall terminate 24 months after agreement is fully executed

In response to Supervisor Walker, Sheriff Kain explained that no signage is required to put up these cameras. Mr. Kain further explained that they will not be implementing the gunshot detection capability of the cameras.

Mr. Kain further explained the methodology for the placement of these cameras and the need to place them where there is sufficient cell phone signal.

Supervisor Hansen commented that there are safeguards built into the system for privacy.

In response to Supervisor Jones, Mr. Kain explained that he has Deputies trained in the use of this system.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-294

10. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1585

a) TRANSFER OF FUNDS: SHERIFF; B-1 - From Fund Balance Available (101-301900), to Contingency (1109-59000), \$667,941; and From Contingency (1109-59000), to Public Safety Contribution (2000-59712), \$667,941; and From Operating Transfer In (2002-471220), to Contingency (2002-59000), \$667,941; and From

Contingency (2002-59000), to Special Department Equipment (2027-57608), \$667,941

(Requires 4/5's vote)

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

11. SHERIFF'S OFFICE / DISTRICT ATTORNEY / PROBATION 25-1606

DEPARTMENT - Sheriff Dave Kain

a) ORDINANCE NO. 2149 - Request the Board adopt the uncodified ordinance to modify the existing military equipment use policy for all Tehama County law enforcement agencies

1) Waive the second reading

2) Adopt the Ordinance

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: ORDINANCE 2149

12. PERSONNEL - Personnel Director Coral Ferrin 25-1481

a) RESOLUTION - Request Board of Supervisor approval for a resolution approving revision to classification specifications as a result of Senate Bill 1100 effective, 9/23/25

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-081

13. BOARD OF SUPERVISORS 25-1594

a) AGREEMENT - Request approval and authorization for the Chairman to sign the Memorandum of Understanding for the planning and implementation of the Black Butte Reservoir Infrastructure Enhancement Project

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-295

14. BOARD OF SUPERVISORS

25-1644

a) Request approval and authorization for the Chair to sign the letter containing required responses to the Grand Jury Report for FY 24-25

Michael Kain asked how this got to the Grand Jury and why the Board would restrict public comment.

Supervisor Jones commented that this doesn't restrict, just sets rules for decorum.

Jessica Clark commented that the Board should take a second look at the response and take accountability.

Scott Camp commented that he is not sure what the impact of this response would be.

Liz Merry commented that the Codes of Conduct are not attached to the item and she further commented that she is against a Code of Conduct for the public.

Supervisor Nolen commented that she was separated out from the Agenda Review meetings which is a violation of policy.

- RESULT:** APPROVE
- MOVER:** Greg Jones
- SECONDER:** Tom Walker
- AYES:** Supervisor Jones, Supervisor Walker, and Chairperson Hansen
- NAYS:** Supervisor Burroughs, and Vice Chair Nolen

FUTURE AGENDA ITEMS

Supervisor Burroughs - Changes to Flood Control and Water Conservation District structure (no consensus reached)

CLOSED SESSION

15. CLOSED SESSION 25-1586

a) EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

~~**16. CLOSED SESSION 25-1588**~~

~~a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)~~

~~Title: Part Two of the Chief Probation Officer Annual Performance Evaluation Process~~

17. CLOSED SESSION 25-1600

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Tehama County Deputy Sheriff's Association

18. CLOSED SESSION 25-1601

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Joint Council of International Union of Operating Engineers,
Local 39

19. CLOSED SESSION 25-1638

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government
Code Section 54957)

Title: Chief Administrator Performance Evaluation

20. CLOSED SESSION 25-1656

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code
Section 54957)

Title: Interim Public Guardian / Public Administrator Director

11:25 a.m. RECESS

3:41 p.m. RECONVENE

REPORTABLE ACTIONS FROM CLOSED SESSION

15. CLOSED SESSION 25-1586

a) EXISTING LITIGATION - Conference with legal counsel pursuant to Government
Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated.
The case name is National Prescription Opiate Litigation, U.S. District Court, Northern
District of Ohio, Case No. 1:17-md-02804-DAP

Reportable Action: Direction to Staff

17. CLOSED SESSION 25-1600

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Tehama County Deputy Sheriff's Association

Reportable Action: Direction to Staff

18. CLOSED SESSION 25-1601

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Joint Council of International Union of Operating Engineers,
Local 39

Reportable Action: Direction to Staff

19. CLOSED SESSION **25-1638**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government

Code Section 54957)

Title: Chief Administrator Performance Evaluation

Reportable Action: Direction to Staff

20. CLOSED SESSION **25-1656**

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code
Section 54957)

Title: Interim Public Guardian / Public Administrator Director

Reportable Action: Direction to Staff

ADJOURN

3:43 p.m. There being no further business before the Board, the meeting was
adjourned.

ATTEST: September 25, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by _____



Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, District 3, Vice Chair
Matt Hansen, District 4, Chairman
Greg Jones, District 5

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Chairman Hansen presided. Present in the chambers were Clerk of the Board Sean Houghtby, County Counsel Margaret Long, and Chief Administrator Gabriel Hydrick by Administrative Services Director Tom Provine.

PUBLIC COMMENT

A resident led a prayer and commented about the code of conduct.

A resident commented about his house and helicopter flights. He further commented about the code of conduct and a potential tax increase.

A resident commented about the Planning Department denying their well and other permits on their property. She further commented about the property being rezoned without their knowledge.

A resident commented about mental health.

A resident commented about the New California State and their election event.

A resident commented about property off Baker Road that was rezoned. He further commented about medical marijuana regulations.

ANNOUNCEMENT OF AGENDA CORRECTIONS

None

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

15. CLOSED SESSION

25-1586

a) EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

Reportable Action: Direction to Staff

- 17. CLOSED SESSION** **25-1600**
a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Tehama County Deputy Sheriff's Association

Reportable Action: Direction to Staff

- 18. CLOSED SESSION** **25-1601**
a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)

Agency Negotiators: Che Johnson & Coral Ferrin

Employee Organization: Joint Council of International Union of Operating Engineers, Local 39

Reportable Action: Direction to Staff

- 19. CLOSED SESSION** **25-1638**
a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Title: Chief Administrator Performance Evaluation

Reportable Action: Direction to Staff

- 20. CLOSED SESSION** **25-1656**
a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Interim Public Guardian / Public Administrator Director

Reportable Action: Direction to Staff

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - did not meet

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - did not meet

Public Safety Tax Initiative Working Group (Hansen, Jones) - did not meet

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - did not meet

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - meets Monday

Rent Control Ordinance Ad Hoc (Jones, Nolen) - met Monday, continuing to conduct interviews with the public.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - none

Supervisor Burroughs - none

Supervisor Walker - none

Supervisor Nolen - West Lassen Headwaters Project, Mineral Breakfast Club

Supervisor Hansen - Black Butte Reservoir, Abandoned Vehicle Abatement

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

None

CONSENT AGENDA

A motion was made by Vice Chair Nolen, seconded by Supervisor Walker, to approve the Consent Agenda and move #2, 3, and 4 to Regular. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

1. **GENERAL WARRANT REGISTER - 9/7/25 - 9/13/25** **25-1646**

5. **SOCIAL SERVICES** **25-1639**

a) RESOLUTION - Request adoption of the resolution confirming acceptance of the county allocation under Transitional Housing Program (THP) Allocation Acceptance form in the amount of \$73,275 up to \$146,550 and Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance form in the amount of \$39,648 up to \$79,296 to further authorize the director of Social Services to sign all documents necessary to participate in the program

Enactment No: RES NO. 2025-082

6. **ADMINISTRATION** **25-1671**

a) Request ratification of a letter from the Chair to the Director of the California Governor’s Office of Emergency Services regarding local emergency assistance

REGULAR AGENDA

RECESS to convene as the Tehama County Air Pollution Control District

7. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air 25-1622

Pollution Control Officer Joseph Tona

a) RESOLUTION - Request adoption of a resolution approving the District's participation in the Carl Moyer Memorial Air Quality Standards Attainment Program for Year 28 and authorize the Air Pollution Control Officer to sign the Year 28 Carl Moyer application

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Director Jones, Director Burroughs, Director Walker,
Director Nolen, and Director Hansen
Enactment No: RES NO. 2025-083

8. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air 25-1623

Pollution Control Officer Joseph Tona

a) RESOLUTION - Request adoption of a Resolution approving and authorizing the Air Pollution Control Officer (APCO) to sign the California Air Resources Board FY 24/25 Community Air Protection Incentives Agreement #G24-MCAP-25 for funding in the amount of \$93,331.91, effective 8/28/25 to 6/30/33

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Director Jones, Director Burroughs, Director Walker,
Director Nolen, and Director Hansen
Enactment No: RES NO. 2025-084

ADJOURN to reconvene as the Tehama County Board of Supervisors

**9. CHILD SUPPORT SERVICES/ PROBATION/ SOCIAL SERVICES/
PURCHASING 25-1564**

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

CHILD SUPPORT SERVICES - Diane Montes, 15 years

PROBATION - Christine Benner, 15 years

SOCIAL SERVICES - David Madrigal, 10 years

PURCHASING - Debbie Schmidt, 10 years

Child Support Services Director Tonya Moore gave some history on Diane Montes and her career at the County. Mrs. Moore further commented about Diane's contributions to the office culture.

Chief Probation Officer Pam Gonzalez recognized Christine Benner for her years of services and gave some background on her career in the County.

Social Services Director Bekkie Emery recognized David Madrigal for his contributions to Social Services and gave some background on his career.

Administrative Services Director Tom Provine recognized Debbie Schmidt for her years of service and her willingness to help others and jump into problems. Senior Buyer Debbie Schmidt commented that she has enjoyed her time at the County and that she has worked with great people over the last 10 years.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

10. AG EXTENSION - Director Josh Davy, 4-H Ambassadors and 4-H BLAST Team Members 25-1578

a) PROCLAMATION - Request adoption of the 4-H Week Proclamation proclaiming the week of October 5-11, 2025, as National 4-H Week throughout Tehama County with the introduction of the 2025/2026 4-H Leadership teams; Ambassador members & BLAST Members (Becoming Leaders & All-Star Trainee)

Agriculture Extension Director Josh Davy gave some background and statistics on 4-H and its impacts. Mr. Davy introduced the 4-H ambassador and BLAST members.

4-H BLAST members and Ambassadors introduced themselves and read the proclamation.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

2. HEALTH SERVICES AGENCY 25-1661

a) AGREEMENT- Request approval and authorization for the Executive Director to sign the agreement with RG Legacy II dba Pasadena Nursing Center for the purpose of providing mental health services to certain residents of Tehama County, for the rates set forth in Exhibit B, with the maximum compensation not to exceed \$600,000, effective 10/1/25 and shall terminate 6/30/27 (*Subject to receipt of required insurance documentation*)

In response Supervisor Hansen, Health Services Executive Director Jayme Bottke explained that these facilities are specialized and each facility treats different types of clients. Mrs. Bottke further explained that they are not prohibited from sending clients out of state.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-296

3. HEALTH SERVICES AGENCY 25-1662

a) AGREEMENT- Request approval and authorization for the Executive Director to sign the agreement with Spyglass Healthcare dba Eden Healthcare Center for the purpose of providing community mental health services to certain residents of Tehama County, for the rates set forth in Exhibit B, with the maximum compensation not to exceed \$600,000, effective 10/1/25 and shall terminate 6/30/27 (*Subject to receipt of required insurance documentation*)

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-297

4. HEALTH SERVICES AGENCY 25-1663

a) AGREEMENT- Request approval and authorization for the Executive Director to sign the agreement with Bridgewood Post Acute LLC for the purpose of providing community mental health services to certain residents of Tehama County, for the rates set forth in Exhibit B, with the maximum compensation not to exceed \$600,000, effective 10/1/25 and shall terminate 6/30/27 (*Subject to receipt of required insurance documentation*)

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-298

11. ANIMAL SERVICES / PURCHASING - Animal Care Manager 25-1599

Christine McClintock

a) TRANSFER OF FUNDS: ANIMAL SERVICES, B-2 - From Misc. Grants (2078-466081), \$50,000 and Fund Balance Available (101-301900), \$1,960.28 to Contingency (1109-59000), \$51,960.28; and from Contingency (1109-59000) to Vehicle (2078-57605), \$51,960.28 (**Requires 4/5's vote**)

RESULT: APPROVE
MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) BID WAIVER

1) Request to adopt the finding that Red Bluff Dodge is a local supplier who could feasibly supply a van within the time frame and specifications required for upfit with animal transport cages, and furthermore that the ability to purchase at this time would allow this cargo van be delivered to the facility for upfit with animal transport cages, modifications completed and delivered to the County within the timeframe required of the grant funding, and place this vehicle in service as a much needed addition to the Animal Services fleet

2) Request to find it in the best interest of the County to waive the formal bid process for the acquisition of one 2026 Dodge 2500 Cargo Van High Roof

3) Request authorization for the Purchasing Department to issue a purchase order to Red Bluff Chrysler Dodge Jeep Ram for one 2026 Dodge 2500 Cargo Van High Roof in the amount of \$51,960.28

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

12. PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick 25-1561

a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Joseph Tona for the position of Air Pollution Control Officer, effective 10/1/25 through 9/30/28

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-299

9:57 a.m. RECESS

10:01 a.m. RECONVENE

10:00 a.m.

**13. ADMINISTRATION - Chief Administrator Gabriel Hydrick and RCRC 25-1676
General Counsel Arthur Wylene**

a) PUBLIC HEARING - Conduct a public hearing to consider Golden State Connect Authority's use of revenue bonds to finance the construction of a high-speed fiber-optic network in certain unincorporated areas of the County

Rural County Representatives of California General Counsel Arthur Wylene gave a presentation on the Golden State Connect Authority and its project in Tehama County.

In response to Supervisor Walker, Mr. Wylene confirmed that the network will serve both residential and commercial customers. Mr. Wylene also explained that the price has a 10-year commitment with a CPI increase and no upfront costs for install. Further discussion took place around bond purchases and financing of the projects.

In response to Supervisor Burroughs, Mr. Wylene explained that there is no revenue coming back to the County, just the public service to county residents.

In response to Supervisor Hansen, Mr. Wylene discussed the bond issuance and project bidding.

John Prinz asked why Cottonwood did not get included and if the schools would get free service.

Mr. Wylene explained that the areas were selected based on technical feasibility, financial considerations and need. He further explained that the plan is to build more projects in the future. He also explained that the schools have access to internet service at a reduced cost through other state programs.

Louise Wilkinson commented that this project is important to Lake California and its residents.

A resident asked how residents get connected to the service.

Mr. Wylene stated that goldenstateconnect.org has further information.

Liz Merry commented that this project is exciting and thanked former Supervisor Garton and Supervisor Nolen for their support of this project.

In response to Supervisor Burroughs, Mr. Wylene explained that the County would not be responsible for the bonds should the project fall through.

b) RESOLUTION - Request adoption of a resolution finding that the issuance of revenue bonds by Golden State Connect Authority will have a significant public benefit, and approving issuance of the revenue bonds

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

c) AGREEMENT - Request approval and authorization for the Chair to sign the Memorandum of Understanding between Golden State Connect Authority and County of Tehama Regarding the Construction, Improvement, Operation, and Maintenance of Broadband Internet Access Service

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-300

d) RESOLUTION - Request adoption of a resolution authorizing execution of two easement deeds for fiber huts and related infrastructure on county property to Golden State Connect Authority

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-086

14. BOARD OF SUPERVISORS 25-1679

a) Appointment of Supervisor Burroughs to the Public Safety Tax Initiative Ad Hoc

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

FUTURE AGENDA ITEMS

None

CLOSED SESSION

15. CLOSED SESSION 25-1674

a) Liability Claims Pursuant to Government code 54956.95

Claimant: Chang Vang

Agency claimed against: Tehama County

16. CLOSED SESSION 25-1675

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Depree v. County of Tehama, et al., United States District Court, Eastern District of California, Case No. 2:22-cv-01462-TLN-DMC (Discussion and possible action relative to existing litigation.)

10:54 a.m. RECESS

1:30 p.m. RECONVENE

1:30 P.M.

REPORTABLE ACTIONS FROM CLOSED SESSION

Supervisor Jones departed the meeting.

15. CLOSED SESSION 25-1674

a) Liability Claims Pursuant to Government code 54956.95

Claimant: Chang Vang

Agency claimed against: Tehama County

Reportable Action: Direction Given to Staff

16. CLOSED SESSION 25-1675

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Depree v. County of Tehama, et al., United States District Court, Eastern District of California, Case No. 2:22-cv-01462-TLN-DMC (Discussion and possible action relative to existing litigation.)

Reportable Action: No Reportable Action

1:32 p.m. RECESS

1:38 p.m. RECONVENE

17. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code 25-1474

Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) CONTINUED HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Elsie Morgan, deceased, c/o Lynda Yanez

Site Address: 23150 Smith Ave., Gerber
APN: 063-210-017 (District 4)
Code Case: CE-25-22

2) RESOLUTION - Request adoption of an Administrative Penalty Lien Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Tom Walker
AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSENT: Supervisor Jones
Enactment No: RES NO. 2025-087

ADJOURN

1:42 p.m. There being no further business before the Board, the meeting was adjourned.

ATTEST: October 2, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by _____

Tehama County
Tuesday, October 7, 2025 9:00 AM
Board of Supervisors
Meeting Minutes



727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
<http://www.tehama.gov>
Board Chambers

Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, District 3, Vice Chair
Matt Hansen, District 4, Chairman
Greg Jones, District 5

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Present: Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen
Absent: Supervisor Greg Jones

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Chairman Hansen presided. Present in the chambers were Clerk of the Board Sean Houghtby, County Counsel Margaret Long, and Chief Administrator Gabriel Hydrick.

REMINDER - The October 14th Board meeting is cancelled pursuant to Board policy.

PUBLIC COMMENT

A resident led a prayer and commented about the Codes of Conduct.

A resident commented about ordinances and economic growth. He further commented about taxes on his property.

A resident commented about an incident at the Juvenile Detention Facility and mental health issues.

A resident commented about a complaint she filed and rules being followed. She further commented about being referred to the District Attorney for potential witness intimidation because of an email she sent about an employee's Grand Jury testimony.

A resident commented about recording conversations without someone's knowledge and how he wasn't arrested for it.

ANNOUNCEMENT OF AGENDA CORRECTIONS

#9 was pulled by the Department

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

15. CLOSED SESSION

25-1674

a) Liability Claims Pursuant to Government code 54956.95

Claimant: Chang Vang

Agency claimed against: Tehama County

Reportable Action: Direction given to Staff

16. CLOSED SESSION

25-1675

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Depree v. County of Tehama, et al., United States District Court, Eastern District of California, Case No. 2:22-cv-01462-TLN-DMC (Discussion and possible action relative to existing litigation.)

Reportable Action: No Reportable Action

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - meets October 22nd

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - did not meet

Public Safety Tax Initiative Working Group (Hansen, Jones) - did not meet

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - did not meet

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) – yesterday's meeting had to be rescheduled

Rent Control Ordinance Ad Hoc (Jones, Nolen) – Supervisors Jones and Nolen not present

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Burroughs - Technical Advisory Committee, Coordination Committee, Solid Waste Management

Supervisor Walker - Candlelight Walk for Empower Tehama, Red Bluff Chamber of Commerce Mixer, PEO fundraiser, Solid Waste Management

Supervisor Hansen - Solid Waste Management, Red Bluff Chamber of Commerce Mixer

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Environmental Health Director Tia Branton thanked Lt. Andy Houghtby for providing supplies from the Office of Emergency Services and that more parcels have been reviewed from the Park Fire.

Sheriff Dave Kain gave an update on the Sheriff's Office Hiring Event and that they have applicants for 12 positions currently in background. Mr. Kain discussed a video that his staff put together for how to succeed in their interview process and showed a promotional video for the Sheriff's Office. Mr. Kain gave statistics on the applicants and the differences in compensation between the County and other agencies. Mr. Kain presented the Sheriff's Office pink patches for Breast Cancer Awareness. Mr. Kain thanked everyone for the support he and his wife have received after her medical procedure.

Agriculture Director Tom Moss announced the upcoming Agriculture Producers Day on November 20th with registration beginning at 7:30 a.m.

Health Services Executive Director Jayme Bottke announced the free drive-thru flu clinic on October 18th from 9:30 a.m. – 1:30 p.m. at the Walnut Street Campus.

CONSENT AGENDA

A motion was made by Supervisor Walker, seconded by Supervisor Burroughs, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Tom Walker
SECONDER: Rob Burroughs
AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Supervisor Jones, and Vice Chair Nolen

1. **GENERAL WARRANT REGISTER - 9/14/25 - 9/20/25** **25-1685**

2. **ENVIRONMENTAL HEALTH / PERSONNEL** **25-1687**
 - a) OTHER THAN "A" STEP -Request approval to appoint the applicant as Environmental Health Aide at Salary Range 23, Step B, effective upon successful completion of all pre-employment requirements

3. **HEALTH SERVICES AGENCY / PUBLIC HEALTH** **25-1697**
 - a) AGREEMENT - Request approval and authorization for the Chair, Executive Director, California Children's Services Administrator, and Health Officer to sign the Department of Health Care Services Certification Statement - California Children's Services (CCS), and all related documents, for the Fiscal Year 2025-26 in the amount not to exceed \$270,909, effective 7/1/25 and shall terminate 6/30/26
Enactment No: MISC. AGR 2025-301

4. **SHERIFF / SOCIAL SERVICES** **25-1683**
 - a) AGREEMENT - Request approval and authorization for the Tehama County Sheriff and the Director of Social Services to sign the Interdepartmental Memorandum of Understanding for the purpose of Social Services providing Interpreting Services billed at A-87 rates, for the period of 8/20/25 and shall terminate 8/19/28
Enactment No: MISC. AGR 2025-302

8. **BOARD OF SUPERVISORS** **25-1733**
a) Determine that there is a need to continue the emergency proclamation, proclaiming the existence of the local emergency in Tehama County caused conditions of peril

REGULAR AGENDA

~~RECESS to convene as the Tehama County Air Pollution Control District~~

- ~~9. **TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air** **25-1652**
Pollution Control Officer Joseph Tona
a) ~~TRANSFER OF FUNDS: AIR POLLUTION, B-4 - From AB 923 (609-301900), \$304,657 to AB 923 (60910-55520), \$304,657 (Requires a 4/5s vote)~~~~

~~ADJOURN to reconvene as the Tehama County Board of Supervisors~~

10. **BOARD OF SUPERVISORS** **25-1719**
a) PROCLAMATION - Request adoption of a proclamation proclaiming October 13th, 2025 as Indigenous People's Day in Tehama County

Frank Caltabiano commented that the second Monday of October is also Columbus Day and that shouldn't be forgotten.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker
AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Supervisor Jones, and Vice Chair Nolen

11. **DEPARTMENT OF AGRICULTURE - Agricultural Commissioner** **25-1716**
Thomas Moss and Agricultural Biologist/W&M Specialist Kim Smith
a) INFORMATIONAL PRESENTATION - Regarding the 2024 Tehama County Agricultural Crop & Livestock Report

Agriculture Commissioner Tom Moss and Agricultural Biologist Specialist Kim Smith presented the report and explained the process of compiling all the information and creating the report.

In response to Supervisor Walker, Mr. Moss explained the drop in value of walnuts is because the price of walnuts has gone down.

In response to Supervisor Hansen, Mr. Moss said that he hasn't seen impacts of tariffs yet but expects to see it soon.

12. **ENVIRONMENTAL HEALTH / PERSONNEL - Director of** **25-1558**
Environmental Health Tia Branton

a) Request approval of revisions to the classification specification of Code Compliance Coordinator, effective 10/7/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs

AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Supervisor Jones, and Vice Chair Nolen

16. SHERIFF / PERSONNEL - Sheriff Dave Kain 25-1672

a) Request approval of revisions to the classification specification of Correctional Deputy I / Correctional Deputy, effective 10/7/25

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Supervisor Jones, and Vice Chair Nolen

17. SHERIFF / PERSONNEL - Sheriff Dave Kain 25-1707

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Communications Dispatcher - Extra Help, Range 28, Step E, upon successful completion of all pre-employment requirements

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSENT: Supervisor Jones

19. SHERIFF / PURCHASING - Sheriff Dave Kain 25-1721

a) BID WAIVER:

1) Request to adopt the finding that California State Contract 1-22-23-23E with Knight Sacramento CD Inc., DBA Elk Grove Auto Group, for the acquisition of (1) one new 2026 Dodge Durango AWD meets all Tehama County bidding criteria and allow the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process

2) Request to find it in the best interest of the County to waive the formal bid process for the acquisition of (1) one new 2026 Dodge Durango based on the finding

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs

AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Supervisor Jones, and Vice Chair Nolen

b) Request authorization for the Purchasing Agent to sign a purchase order to Knight Sacramento CD Inc., DBA Elk Grove Auto Group, for the acquisition of (1) one new 2026 Dodge Durango AWD in the amount of \$53,433.13

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Rob Burroughs

AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Supervisor Jones, and Vice Chair Nolen

20. SHERIFF'S OFFICE - Sheriff Dave Kain

25-1684

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Agreement with the Corning Police Department for the purchase of the annual subscription fee for the investigative software CellHawk, with the maximum amount not to exceed \$6,610.00, effective 6/15/25 and shall terminate 6/30/26

In response to Supervisor Hansen, Sheriff Kain said that the federal law enforcement grants have not been reduced.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Rob Burroughs

AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Supervisor Jones, and Vice Chair Nolen

Enactment No: MISC. AGR 2025-303

10:00 a.m.

RECESS to convene as the Tehama County Board of Equalization

13. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor

25-1730

Burley Phillips

a) Request approval of the following stipulations as recommended by the County Assessor:

1) Assessment Appeal No. 16-2023 A-D, Robinson Family Trust of 2012

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Rob Burroughs

AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen

ABSENT: Supervisor Jones, and Vice Chair Nolen

b) Request approval of the following withdrawal as recommended by the County Assessor:

1) Assessment Appeal No. 18-2023 & 11-2024, Assisted Living Facilities

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Rob Burroughs

AYES: Supervisor Burroughs, Supervisor Walker, and Chairperson Hansen
ABSENT: Supervisor Jones, and Vice Chair Nolen

ADJOURN to reconvene as the Tehama County Board of Supervisors

14. PLANNING DEPARTMENT - Planning Director Jessica Martinez 25-1686

a) PUBLIC HEARING - Conduct a public hearing to consider Tehama County General Plan Amendment (GPA #25-01); incorporation the Local Hazard Mitigation Plan
Chairman Hansen opened the Public Hearing at 10:03 a.m.

In response to Supervisor Hansen, Planning Director Jessica Martinez discussed coordinating with Public Works and Fire to update this plan and considering contracting the plan development.

Jessica Clark commented that she was not able to pull up the backup documents. Staff confirmed that the documents were available and could bring them up.

Chief Administrator Hydrick recognized the work by Planning, Fire and California Office of Emergency Services to create this plan.

Supervisor Nolen arrived at 10:07 a.m.

Chairman Hansen closed the Public Hearing at 10:08 a.m.

b) Move that the Board of Supervisors find that the project is exempt from CEQA pursuant to CEQA guidelines Section 15061 (b)(3) and adopt the findings relative to CEQA in the staff report and as contained in the Board of Supervisors Resolution (Attachment A)

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Jones

c) Move that the Board of Supervisors adopt the Tehama County Safety Element Amendment (GPA #25-01) incorporating the Local Hazard Mitigation Plan and Resolution with findings as contained in Attachment A

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Jones

Enactment No: RESO #2025-088

15. PROBATION DEPARTMENT - Chief Probation Officer Pam

25-1643

Gonzalez

a) TRANSFER OF FUNDS: PROBATION, B-3 From Miscellaneous Revenue (2037 - 471120) to Contingency (2002-59000), \$52,947.63; and from Contingency (2002-59000) to Vehicles (2037-57605), \$52,947.63 **(Requires 4/5's vote)**

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Jones

b) BID WAIVER

1) Request to adopt the finding that California State Contract 1-22-23-23E with Elk Grove Auto for the acquisition of one (1) new 2025 Chrysler Pacifica meets all Tehama County bidding criteria and allows the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process

2) Request to find it in the best interest of the County to waive the formal bid process for the acquisition of one (1) new 2025 Chrysler Pacifica based on the finding

3) Request authorization for the Purchasing Agent to sign a purchase order with Elk Grove Auto for the acquisition of one (1) new 2025 Chrysler Pacifica for Tehama County Probation Department in the amount of \$52,947.63

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Jones

18. SHERIFF / PURCHASING - Sheriff Dave Kain

25-1699

a) TRANSFER OF FUNDS: SHERIFF, B-8 - From Public Safety (106-301900), to Contingency (2002-59000), \$93,168.36; and From Contingency (2002-59000), to Vehicles (2027-57605), \$93,168.36 **(Requires a 4/5's vote)**

RESULT: APPROVE

MOVER: Rob Burroughs

SECONDER: Tom Walker

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Jones

b) BID WAIVER:

1) Request to adopt the finding that purchasing undercover vehicles from

Corning Ford, allows the County to take advantage of current available vehicles without the time and expense involved with conducting a formal bid process and will maintain the integrity of undercover operations.

2) Request to find it in the best interest of the County to waive the formal bid process for the acquisition of (3) three undercover vehicles based on the finding

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSENT: Supervisor Jones

c) Request authorization for the Purchasing Agent to sign a purchase order to Corning Ford for the acquisition of the (3) undisclosed vehicles in the amount of \$93,168.36

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSENT: Supervisor Jones

5. SHERIFF'S OFFICE 25-1694

a) TRANSFER OF FUNDS: SHERIFF, B-6 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$11,568.75; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), \$11,568.75 **(Requires a 4/5's vote)**

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSENT: Supervisor Jones

6. SHERIFF'S OFFICE 25-1695

a) TRANSFER OF FUNDS: SHERIFF, B-7 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$11,888.75; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), \$11,888.75 **(Requires a 4/5's vote)**

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs
AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSENT: Supervisor Jones

7. SHERIFF'S OFFICE 25-1718

a) TRANSFER OF FUNDS: SHERIFF; B-9- From CALAIM (2032-4505723), to Contingency (2002-59000), \$1,941.16; and From Contingency (2002-59000) to Office Expense (2032-53220), \$1,941.16 **(Requires a 4/5's vote)**

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Jones

FUTURE AGENDA ITEMS

CLOSED SESSION

Jenny Alexander commented on #24.

21. CLOSED SESSION 25-1590

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Environmental Health Director Annual Performance Evaluation Process

22. CLOSED SESSION 25-1682

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Chief Probation Officer Annual Performance Evaluation Process

23. CLOSED SESSION 25-1713

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Interim Public Guardian / Public Administrator Director

24. CLOSED SESSION 25-1714

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: TBD

Employee: Social Services Director

25. CLOSED SESSION 25-1735

a) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Case name: Bline. v. Rogers et al., Case No. 2:25-CV-02318-JDP

10:24 a.m. RECESS

11:54 a.m. RECONVENE

REPORTABLE ACTIONS FROM CLOSED SESSION

21. CLOSED SESSION 25-1590

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Environmental Health Director Annual Performance Evaluation Process

Reportable Action: Part One of Evaluation Completed

22. CLOSED SESSION 25-1682

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Chief Probation Officer Annual Performance Evaluation Process

Reportable Action: Evaluation complete

23. CLOSED SESSION 25-1713

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Interim Public Guardian / Public Administrator Director

Reportable Action: No reportable action

24. CLOSED SESSION 25-1714

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: TBD

Employee: Social Services Director

Reportable Action: 4-0 to appoint Gabriel Hydrick as Agency Labor Negotiator

25. CLOSED SESSION 25-1735

a) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Case name: Bline. v. Rogers et al., Case No. 2:25-CV-02318-JDP

Reportable Action: 4-0 to appoint Angelo, Kilday & Kilduff LLP to represent County and individually named employees.

ADJOURN

11:55 a.m. There being no further business before the Board, the meeting was adjourned.

ATTEST: October 9, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by _____



Tehama County

Agenda Request Form

File #: 25-1760

Agenda Date: 10/28/2025

Agenda #: 12.

SOCIAL SERVICES/ HEALTH SERVICES AGENCY/ PROBATION

Requested Action(s)

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

- 1) SOCIAL SERVICES - Alaina Imhoff, 10 years
- 2) HEALTH SERVICES AGENCY - Jamie Castro, 15 years

b) Request approval of a retirement award recognizing the following employees for their many years of faithful and dedicated service to the County of Tehama:

- 1) PROBATION - Margy Clifford

Financial Impact:

none

Background Information:

none



Tehama County

Agenda Request Form

File #: 25-1708

Agenda Date: 10/28/2025

Agenda #: 13.

BOARD OF SUPERVISORS

Requested Action(s)

a) INFORMATIONAL PRESENTATION - United Way of Northern California to present information detailing its disaster services programs across the different phases of a disaster

Financial Impact:

No financial impact.

Background Information:

United Way of Northern California (UWNC) is a trusted leader in the region for disaster response, relief, and recovery, working with partner organizations to meet the needs of impacted communities. This presentation will provide an overview of the comprehensive disaster services UWNC offers to residents, including those in Tehama County.



UNITED WAY
Northern California

UWNC Disaster Services

WHAT WE DO

PRE-DISASTER (BLUE SKIES)

- Preparation & Prevention Programs - Listos
- Voluntary Organizations Active in Disaster (VOAD)

RESPONSE PHASE

- Evacuation Relief
- Emergency Financial Assistance (EFA) Program
- Emergency Response Grant Program

RELIEF PHASE

- Immediate Relief
- Emergency Financial Assistance (EFA) Program
- RV Assistance Program

RECOVERY PHASE

- Stable Household Opportunity Program - Disaster Recovery
- Unmet Needs Roundtable

PRE-DISASTER (BLUE SKIES)



Preparation & Prevention Programs

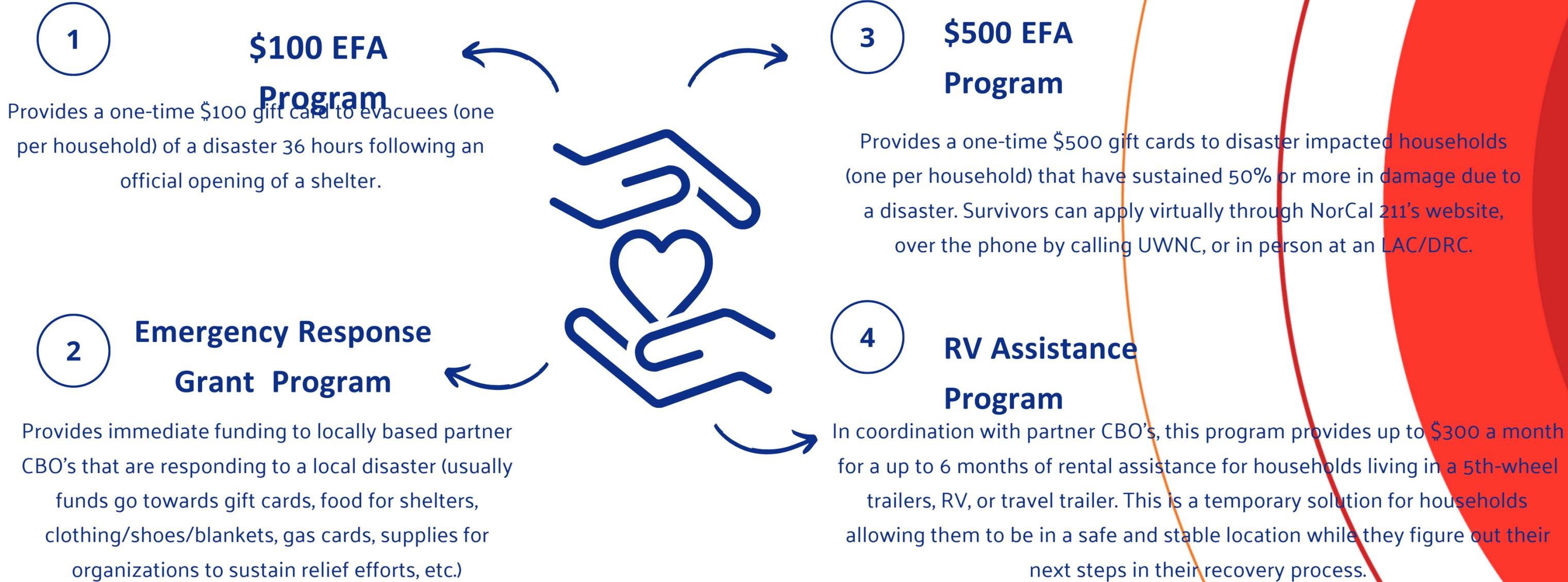
In collaboration with CalOES, “Listos 3.0” supports 15 Voluntary Organizations Active in Disaster (VOADs), expanding over 24 counties. Through this grant, we are able to help vulnerable households prepare for disasters using these steps: **1. Get alerts 2. Make a plan 3. Pack a Go Bag 4. Make a stay box 5. Help others**

Voluntary Organizations Active in Disaster (VOAD)

A network of nonprofits, faith-based, governmental, and community organizations who come together to coordinate, cooperate, communicate, and collaborate with each other before, during and after disasters. UWNC participates in Shasta/Tehama VOAD, Trinity VOAD, Siskiyou/Modoc VOAD, Butte/Glenn VOAD, Plumas VOAD and California VOAD.



Response & Relief Phases



Recovery Phase

STABLE HOUSEHOLD OPPORTUNITY PROGRAM DISASTER RECOVERY

Typically, in coordination with partner CBO's that do Disaster Case Management, SHOP-DR provides small grants up to \$5,000 to vendors on behalf of disaster impacted households. SHOP-DR can assist a household with moving expenses, furniture costs, down payments or deposits on housing; all in effort to get the household into a stable and sustainable living situation.

UNMET NEEDS ROUNDTABLE

In collaboration with Long Term Recovery Groups, VOADs, and other funding CBO's, we provide grants to uninsured/under-insured households that were impacted by a disaster. Survivors must be signed up with Disaster Case Management to begin the process.

211

NorCal

Powered by United Way
of Northern California



211 All Hazards Watch

Plumas, Shasta, Siskiyou & Tehama Counties

211 NorCal is a free, confidential telephone helpline and website that connects people with the local resources they need. People of all ages can quickly get information and referrals to health and human services in over 250 languages. We're here 24 hours a day, seven days a week, for both everyday needs and times of crisis.

211 All Hazard Watch is 211 NorCal's specialized disaster preparedness and response program that enhances our emergency support capabilities across Plumas, Shasta, Siskiyou and Tehama counties. During disasters and emergencies—including wildfires, floods, earthquakes, severe weather, and other hazards—All Hazard Watch provides critical real-time information and resource coordination. United Way of Northern California is a trusted leader in disaster response, relief, and recovery, working with partner organizations across multiple sectors to meet the needs of communities impacted by disasters.

The program connects residents with emergency shelters, evacuation information, disaster relief services, and recovery resources, while maintaining our 24/7 multilingual support. All Hazard Watch serves as a vital communication hub, helping coordinate between emergency services, community organizations, and residents to ensure timely access to life-saving information and assistance when disasters strike our rural Northern California communities.

211norcal.org

ADDITIONAL PROGRAMS

SHOP – COMMUNITY RESILIENCE

Similar to SHOP-DR, SHOP-CR was a pilot program with the intent to address climate impact solutions for households who are financially affected by climate-based disasters and events. Approved households were eligible for a \$500 gift card to assist in purchasing items to stabilize their household.

WINTER STORMS

In collaboration with partnering agencies, UWNC was able to provide \$5,000 in gift cards to households impacted by the 2022 winter storms to buy propane for their generators. UWNC was able to provide \$5,000 grant to those impacted by the 2023 winter storms in Butte County.

MCKINNEY PROPANE ASSISTANCE PROGRAM

In collaboration with partnering agencies, UWNC was able to provide funding to help jumpstart a propane assistance program for McKinney Fire & Happy Camp Complex survivors. Through this program, households who were impacted by the 2022 McKinney Fire and 2023 Happy Camp Complex fires are eligible for monthly assistance, up to \$100 per month, towards their propane bills/fills.

DISASTER SERVICES DATA



Since 2018, UWNC has responded to **26 disasters** within our 9-county region. UWNC was also requested by Maui United Way to assist in the response to the 2023 Maui wildfires and by CA VOAD to assist in the response to the 2025 Los Angeles wildfires. These agencies compensated UWNC for our disaster response services.



Since 2018, UWNC has assisted **4,429 households** through our disaster relief and recovery programs.



Since 2018, UWNC has disbursed over **\$9.5 million** to those impacted by disasters.



UNITED WAY
Northern California

**THANK
YOU!**



Tehama County

Agenda Request Form

File #: 25-1819

Agenda Date: 10/28/2025

Agenda #: 14.

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)

a) Request confirmation and authorization for the Air Pollution Control Officer to sign and submit the FY 25/26 subvention application and supporting budgets to the California Air Resources Board

Financial Impact:

The District has budgeted for and may receive approximately between \$34,400 and \$45,000 in funding in FY 25/26 for implementation of the California Clean Air Act.

Background Information:

The Tehama County Air Pollution Control District has received Rural Subvention Funds for over 30 years. The Subvention application and supporting budgets are to be returned to California Air Resources Board (CARB).

Rural Subvention Funds are subject to the availability of State Funds. The appropriation for the Subvention Program is the same as last year's amount, \$10,111,000 for subvention to local air pollution control districts. This year's per-capita rate of \$0.23 is the same as last year's rate. The California Health and Safety Code Section 39806, requires that Districts be engaged in effective programs to reduce air contaminants in order to receive subvention funding. Subvention funding is needed to support a variety of programs that are not supported by fee authority including but not limited to, complaint response, compliance assistance, air monitoring and emissions inventories.

**Air Resources Board
Subvention Program**

Form
SP-1

2025/2026 Subvention Application

APPLICANT DISTRICT:

District Name: Tehama County APCD
 Street Address: 1834 walnut st
 City: Red Bluff Zip: 96080
 Contact Person: Joseph Tona Phone: 530-527-3717

Type of Subvention: Coordinated Special
 Rural Non-Rural

Expenditures

1	Salaries and Benefits	580,210.00
2	Operating Expenses	1,287,186.00
3	Fixed Assets	45,000.00
4	Total Expenditures (Total of Lines 1 thru 3)	1,912,396.00

Revenue (Local Matching Funds)

5	County Contributions	0.00
6	Fees	210,000.00
7	Fines	10,000.00
8	Interest Earned	6,000.00
9	Other (Non-Grants): (Specify) -	233,199.00
10	Total Local Matching Funds (Total of lines 5 thru 9)	459,199.00

State Subvention Funds

11	State Subvention Funds (Refer to Subvention Funds Worksheet Form SP-2)	34,400.00
12	State Supplemental Funds (Refer to Supplemental Funds Request form SP-3)	17,725.00
13	Total State Subvention Funds (Total of lines 11 thru 12)	52,125.00

Local Non-Matching Funds

14	ARB Contracts	108,787.00
15	Federal Grants/Contract	100,563.00
16	Other: (Specify)	556,696.00
17	Total Local Non-Matching Funds (add lines 14 thru 16)	766,046.00
18	Total Subvention Program Revenue (Total of Lines 10 & 13)	511,324.00

FEE SYSTEM CERTIFICATION: The district has a fee system in place as required by Health and Safety Code Section 39802

Yes No

I certify under penalty of perjury that to the best of my knowledge and belief, data in this application are true and correct. The document has been duly approved and authorized by the governing board of the applicant and the applicant will maintain a program in compliance with Title 17, Subchapter 3, Sections 90050 to 90500 of the California Code of Regulations.

I hereby certify under penalty of perjury that the receipt of these funds shall not result in the reduction of fees paid by permittees to the district and understand that any unspent or unencumbered state subvention funds must be returned to the Air Resources Board upon request pursuant to California Cod of Regulations §903060(d) and shall revert to the State General Fund.

DISTRICT AUTHORIZATION

Print (Name) Joseph Tona

Signature: 

Title: Air Pollution Control officer

Date: 10/14/2025

Air Resources Board	Form
Subvention Program	SP-2

2025/2026 Subvention Funds Worksheet

APPLICANT DISTRICT:

District Name:	Tehama County APCD			
Street Address:	1834 walnut st			
City:	Red Bluff	Zip:	96080	
Contact Person:	Joseph Tona	Phone:	530-527-3717	

COORDINATED BASE SUBVENTION

Non-Rural

It is estimated that the per capita rate will be **\$0.23** if the appropriate match (one to one) is provided

Rural

It is estimated that the per-capita rate will be **\$0.23** but not less than \$34,400 if the appropriate match (one to one) is provided and a fee system is in place.

A. Coordinated Base Subvention:

(Enter) District Population - _____ X 0.23 _____ 0.00

OR

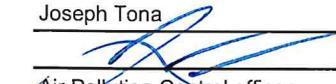
B. Enter - **\$34,400** (rural districts) _____ 34,400.00

C. Enter the greater amount (Between A & B) _____

3. SUPPLEMENTAL SUBVENTION

Supplemental subvention funds will be limited in total by the amount requested by the district on the Supplemental Funds Request form. Therefore, please be sure the Supplemental Funds Form SP-3 is a complete listing of any projects or purchases requiring funding.

DISTRICT AUTHORIZATION

Print (Name)	Joseph Tona
Signature:	
Title:	Air Pollution Control officer
Date:	10/14/2025

Air Resources Board
Subvention Program

Form

SP-2 Special Districts

2025 / 2026 Subvention Program: Subvention Funds Worksheet

SPECIAL SUBVENTION - Only

Lake / El Dorado / Placer

APPLICANT DISTRICT:

District Name:	<u>Tehama County APCD</u>		
Street Address:	<u>1834 walnut st</u>		
City:	<u>Red Bluff</u>	Zip:	<u>96080</u>
Contact Person:	<u>Joseph Tona</u>	Phone:	<u>530-527-3717</u>

Pursuant to Health and Safety Code Section 39804, a special subvention may be granted to a district participating in a coordinated basinwide program and lying in an air basin whose population is less than 98,000.0 For multi-district basins, the basin special subvention and match requirements are pro-rated to the individuals districts based on their share of the basin population.

State Special Subvention for Air Basin (\$45,000):

Note: If multi-district basin, amount is pro-rated by district share of basinwide population

Local Match for Air Basin:

(1) (Enter) District Population - _____	X 0.23	_____	0.00
	OR		
(2) Enter - \$34,400 (rural districts), if amount greater than (1)		_____	
(3) Enter the greater amount (Between 1 & 2)		_____	
(4) State Special Subvention for Air Basin (\$45,000):		_____	
Note: If multi-district, amount is pro-rated by district share of basinwide population			
(5) Add Lines 3 and 4 - Total (auto)		_____	0.00

3. SUPPLEMENTAL SUBVENTION

Supplemental subvention funds will be limited in total by the amount requested by the district on the Supplemental Funds Request form. Therefore, please be sure the Supplemental Funds Form SP-3 is a complete listing of any projects or purchases requiring funding.

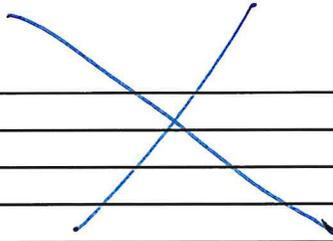
DISTRICT AUTHORIZATION

Print (Name) _____

Signature: _____

Title: _____

Date: _____



Air Resources Board

Form

Subvention Program

SP-3

2025 / 2026 Supplemental Funds Request

APPLICANT DISTRICT:

District Name: Tehama County APCD
 Street Address: 1834 walnut st
 City: Red Bluff
 Contact Person: Joseph Tona

Zip: 96080
 Phone: 530-527-3717

Proposed use of Supplemental Funds for Subvention Year: 2025/2026

Item / Activity	Time Frame for Purchasing or Completing Activity	Amount
Complaint Investigation	FY 2025/26	2,700.00
Operation of Air Monitors	FY 2025/26	14,400.00
Public Information Requests	FY 2025/26	625.00
Total Supplemental Funds Requested		17,725.00

I certify under penalty of perjury that to the best of my knowledge and belief, data in this application are true and correct.

District Authorization

Signature

Date

Type Title and Name

Joseph Tona, Air Pollution Control Officer

Air Resources Board	Form
2025/ 2026 Subvention Program: Year-End Financial Report	SP-4

APPLICANT DISTRICT: Tehama County APCD
 Street Address: 1834 walnut st
 City: Red Bluff Zip: 96080
 Contact Person: Joseph Tona Phone: 530-527-3717

REPORT OF ACTUAL EXPENDITURES & REVENUE FOR SUBVENTION YEAR 2025-2026

Actual Expenditures		
1	Salaries and Benefits	532,933.00
2	Operating Expenses	1,830,715.00
3	Fixed Assets	51,742.00
4	Total Expenditures (Lines 1 thru 3)	2,415,390.00

Actual Revenue

Local Matching Funds		
5	County Contributions	0.00

Fees

a	Operating Permits	207,626.00
b	Variance / Hearing Board	
c	Engineering (Permits A to C)	
d	Motor Vehicle Registration Surcharge	250,932.00
e	Toxic Hot Spots	
f	Source Test	
g	Vapor Recovery	
h	Clear Air Act	
i	Asbestos	
j	Clean Fuels	
k	Ag Burning	24,474.00
l	Trip Reduction	
m	<i>Others Fee (Please enter info on form 4a)</i>	14,837.00
n	Carryover Fees from Prior Fiscal Years	
6	Total Fees	497,869.00
7	Fines	20,699.00
8	Interest Earned	37,970.00
9	Other (Non-Grants): (Describe)	
10	Total Local matching Funds (add lines 5,6,7,8 & 9)	556,538.00

Total Subvention revenue received from ARB

11	State Subvention Fund Coordinated Base and Special Subvention Award (Refer to Award Letter)	47,286.00
12	Total State Subvention Funds	47,286.00

Local Non-Matching Funds

13	ARB Contracts	22,147.00
14	Carl Moyer Program	221,629.00
15	Perp Inspections	24,880.00
16	Federal Grants / Contract	169,432.00
17	Other (FEDERAL) (Specify)	
18	Total Local Non-Matching Funds (lines 13 thru 17)	438,088.00
19	Total Subvention Program Revenue (lines 10 and 12)	603,824.00
20	Total Unspent or Unencumbered State Subvention Funds**	

**Any unspent or unencumbered State Subvention Funds must be returned to the Air Resources Board pursuant to California Code of Regulations §90360(d) and will be reverted to the State General Fund.

Air Resources Board

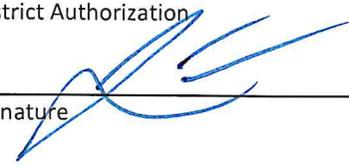
2025 / 2026 Subvention Program: Year-End Financial Report

Form

SP-4

I certify under penalty of perjury that the foregoing is true and correct. I hereby certify I under penalty of perjury that the receipt of these funds did not result in the reduction of fees paid by permittees to the district and funds were spent in compliance with the provisions of Title 17, Subchapter 3, Sections 90050 through 90500 of the California Code of Regulations. I hereby certify that the applicable evaluation criteria established in the Air Resources Board's "Evaluation Criteria for Air Pollution Control Districts Participating in the Subvention Program, " adopted on April 23, 1981, and amended May 27, 1983 were accomplished.

District Authorization



Signature

10/14/2025

Date

Typed Name, Title

Joseph Tona, Air Pollution Control Officer

**Air Resources Board
Subvention Program
2025/2026 Year-End Financial Report**

Form
SP-4a

APPLICANT DISTRICT: Tehama County APCD

Street Address: 1834 walnut st

City: Red Bluff **Zip:** 96080

Contact Person: Joseph Tona **Phone:** 530-527-3717

Line M - Other Fees

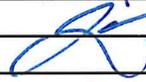
Number	Please specify	Amount
1	Rule 2:11D Indirect Source Fees	14,837.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
Total		\$ 14,837.00

DISTRICT AUTHORIZATION

Print (Name)

Joseph Tona

Signature:

 Air pollution control officer

Title:

Date:

10-11-25



Tehama County

Agenda Request Form

File #: 25-1754

Agenda Date: 10/28/2025

Agenda #: 15.

PROBATION / PERSONNEL - Chief Probation Officer Pamela Gonzalez

Requested Action(s)

a) RESOLUTION - Request adoption of a resolution to amend the FY 2025-26 Position Allocation List (PAL), (Reso #2025-074), by increasing the number of bilingual designations in Budget Unit 2037 - Probation from 4.5 FTE to 6.0 FTE effective 10/28/25

Financial Impact:

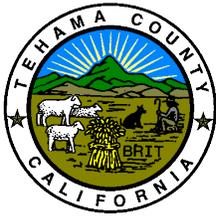
The estimated financial impact to the Public Safety Fund for FY 25/26 is approximately \$5,200.

Background Information:

The Probation Department is requesting to increase the number of bilingual designations from 4.5 FTE to 6.0 FTE within Budget Unit 2037 - Probation. If approved, the increase in bilingual designations would better meet operational needs and enhance services to the community.

The Department currently has two (2) employees who have successfully passed the required bilingual exam. Incorporating these individuals as bilingual resources would enhance the Department's ability to meet the demand for bilingual services across operations and reflect the commitment to equitable access and effective communication.

The Joint Council bargaining unit and the Peace Officers' Association (POA) have been notified and are in agreement with the requested action.



TEHAMA
COUNTY
PROBATION DEPARTMENT

Chief Probation Officer, Pamela Gonzalez

P.O. Box 99, Red Bluff, CA 96080



September 23, 2025

Re: Increasing Bilingual Designation for BU 2037

We are requesting an increase in our bilingual designation for BU 2037 from 4.5 to 6. This adjustment is necessary to accommodate our operational needs and better serve our officers and the community.

We have two employees who successfully passed the required bilingual exam, qualifying them to provide Spanish translation assistance. Incorporating these individuals as a bilingual resource will enhance our capacity to meet the linguistic needs of our officers and the populations we serve.

With this increase, our distribution of bilingual staff members will be as follows:

- **Clerical Unit:** One bilingual staff
- **Adult Unit:** Two bilingual officers
- **Juvenile Unit:** Two bilingual officers
- **PRCS Unit:** One bilingual officer

This structure supports the demand for bilingual services across our operations and reflects our commitment to equitable access and effective communication.

We believe increasing our bilingual designation is essential to fulfilling our mission. Thank you for considering this request.

Sincerely,

PAMELA GONZALEZ
Chief Probation Officer

Adult Probation Office: 1840 Walnut Street, Red Bluff, CA 96080 – P: (530) 527-4052 – F: (530) 527-1579
Juvenile Justice Center: 1790 Walnut Street, Red Bluff, CA 96080 – P: (530) 527-5380 – F: (530) 527-2717
Day Reporting Center: 780 Antelope Boulevard, Red Bluff, CA 96080 – P: (530) 527-4048 – F: (530) 527-4021



Gabriel Hydrick
Chief Administrator

Tom Provine, Admin. Serv. Dir.
Arinda Searcy, Administrative Analyst
Orepa Mamea, Administrative Fiscal Manager
Coral Ferrin, Personnel Director
Levi Conner, Facilities Maint. Manager



Tehama County
County Administration
727 Oak Street
Red Bluff, California 96080
Phone: (530) 527-4655
Fax: (530) 527-3764

TEHAMA COUNTY

Tehama County Probation
Pamela Gonzalez, Chief Probation Officer
P.O. Box 99
Red Bluff, CA 96080

September 25, 2025

Re: Approval – Increase in Bilingual Designation for BU 2037

Your request dated September 23, 2025, to increase the bilingual designation for BU 2037 from 4.5 to 6 has been reviewed and is hereby **approved**.

This adjustment supports the operational needs of the Probation Department and strengthens its ability to provide equitable access and effective communication for the community. The incorporation of additional bilingual staff across units is an important step in ensuring quality service delivery and meeting the diverse needs of Tehama County residents.

Thank you for your continued leadership and commitment to excellence in service.

Sincerely,

Chief Administrator
Tehama County



Tehama County

Agenda Request Form

File #: 25-1847

Agenda Date: 10/28/2025

Agenda #: 16.

TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips

Requested Action(s)

a) Request approval of the following stipulations as recommended by the County Assessor:

- 1) Assessment Appeal No. 15-2024, Wal-Mart Stores, Inc.
- 2) Assessment Appeal No. 02-2025, Robert H. Goren

b) Request approval of the following withdrawals as recommended by the County Assessor:

- 1) Assessment Appeal No. 21-2023 (A-B) & 16-2024 (A-B), Wal-Mart Stores, Inc.

Financial Impact:

Reference the attached Stipulation Agreements.

Background Information:

Reference the attached background information.

This appeal is identified as application number #15-2024.

Date Received: December 2, 2024

Certification Date: November 29, 2024

Applicant: Wal-Mart Stores, Inc

Assessment Number: 033-180-088

Subject Address:

650 Luther Rd

Red Bluff, CA 96080

Brief History of Subject

The subject property is the Walmart Supercenter located in Red Bluff. The applicant filed an appeal of the assessed value, citing a decline in market valuation.

After a review conducted by the Assessor's Office, which included an analysis of comparable sales and the cost approach, it was determined that the current market value is lower than the existing assessed value. In accordance with Proposition 8 (Revenue and Taxation Code Section 51(a)(2)), the assessed value will be adjusted to reflect the current market value.

The owner's agent has agreed to the reduced valuation.

The Assessor's Office respectfully requests approval of the stipulated value of \$23,800,000.

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF Tehama , **STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF:

Wal-Mart Stores, Inc
NAME OF APPLICANT

15-2024
APPLICATION NUMBER(S)
033-180-088
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR <u>20 24</u> - <u>20 25</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	3,600,000	3,600,000	3,600,000	0
IMPROVEMENTS/ STRUCTURES	20,949,000	8,272,073	20,200,000	-749,000
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	24,549,000	11,872,073	23,800,000	-749,000
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

The subject concerns the valuation of the Walmart store in Red Bluff. During the appeal review, the applicant's representative provided cost data and comparable sales supporting a lower valuation.

After analysis and consultation with the Assessor and Assistant Assessor, it was determined that the property was over-assessed. The cost approach was accepted as the best indicator of value, with adjustments made for site value, paving, retaining walls, and walk-in storage areas not included in the applicant's estimate.

Additional improvements, including a 7,876 sq. ft. grocery pickup addition, 216 sq. ft. of awning, and 30,000 sq. ft. of remodeled area completed in September 2023, were incorporated into the revised valuation.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 	DATE EXECUTED October 16, 2025
NAME OF AUTHORIZED SIGNER Paola B. Castillo - Walmart	TITLE Senior Manager

FILING STATUS

OWNER
 AGENT
 ATTORNEY
 SPOUSE
 REGISTERED DOMESTIC PARTNER
 CHILD
 PARENT
 PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____
 CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR 	PRINT NAME OF COUNTY ASSESSOR Burley Phillips
SIGNATURE OF COUNTY COUNSEL 	PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.

The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

This appeal is identified as application number #2-2025.

Date Received: August 27, 2025

Certification Date: August 27, 2025

Applicant: Robert H. Gorgen

Assessment Number: 830-005-471

Owner Address:

11705 Parey Ave #19

Red Bluff, CA 96080

Brief History of Subject

The subject vessel is a 2015 Lowe Powerboat, purchased new in 2016.

Following the issuance of the 2025 tax bill, the owner filed an appeal, asserting that the assessed value established by the state depreciation tables did not reflect the current market value.

An appraiser conducted a Blue Book valuation using JD Power data, which indicated a market range between \$4,000 and \$5,750. The applicant subsequently sold the boat for \$4,000. The appraiser concluded that the recent sale price represented the best indicator of value as of the January 1, 2025, lien date. The owner agreed with this valuation.

The Assessor's Office now seeks approval of the stipulated value of \$4,000.

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF TEHAMA, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF: 02-2025
APPLICATION NUMBER(S)
ROBERT GORGEN 830-005-471-000
NAME OF APPLICANT PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 ____ - 20 ____ <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND				
IMPROVEMENTS/ STRUCTURES				
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY	10430	5200	4000	6430
TOTALS				
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

The appraiser completed a value review using JTD power which indicates a value from \$4,000 to \$5,750. The owner sold the boat on 9/16/2025 for \$4,000. Thus, the Assessor adjusted the value to \$4,000 for the 2025 lien date.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE 	DATE EXECUTED 10/02/2025
--	-----------------------------

NAME OF AUTHORIZED SIGNER Robert Gorgen	TITLE Owner
--	----------------

FILING STATUS

OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR 	PRINT NAME OF COUNTY ASSESSOR Burley Phillips
---	--

SIGNATURE OF COUNTY COUNSEL 	PRINT NAME OF COUNTY COUNSEL
--	------------------------------

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

This appeal is identified as application number #21-2023 A-B & 16-2024 A-B

Date Received: November 30, 2023 & December 4, 2024

APN's: 033-180-088 & 037-050-021

Applicant:

Wal-Mart Stores, Inc & Wal-Mart Stores East LP
PO Box 8050
Bentonville, AR 72716

Brief History of Subject

The applicant has elected to withdraw the appeal.

We respectfully request that this withdrawal be accepted.

ASSESSMENT APPEAL WITHDRAWAL

Mail or fax the completed form to the Clerk of the Board at the address shown.

APPLICANT AND PROPERTY INFORMATION

NAME OF APPLICANT Wal-Mart Stores, Inc.					HEARING DATE <i>if applicable</i> 10/28/2025	
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) P.O. Box 8050					EMAIL ADDRESS	
CITY Bentonville	STATE AR	ZIP CODE 72716	DAYTIME TELEPHONE (479) 652-8407	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()	

I no longer wish to pursue an assessment appeal on the property, or properties, indicated below and hereby request that the *Assessment Appeal Application* be withdrawn.

APPLICATION NUMBER 21-2023 (A - B)	PARCEL, ACCOUNT OR TAX BILL NUMBER 033-180-088, 037-050-021
APPLICATION NUMBER 16-2024 (A - B)	PARCEL, ACCOUNT OR TAX BILL NUMBER 033-180-088, 037-050-021
APPLICATION NUMBER	PARCEL, ACCOUNT OR TAX BILL NUMBER

ADDITIONAL AFFECTED APPLICATIONS ARE LISTED ON ATTACHMENT. NUMBER OF PAGES ATTACHED: _____

An *Assessment Appeal Application* may be withdrawn at any time prior to or at the time of the hearing upon submission of this request, unless the Assessor has given the applicant a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

Withdrawals are final and will conclude any further action on the appeal. No conditional withdrawals will be accepted.

CERTIFICATION

I certify that I am authorized to transact all business relating to the above filing, including this withdrawal of the Assessment Appeal Application.

SIGNATURE 	DATE 10/20/2025
PRINT NAME OF AUTHORIZED SIGNER Briann Waller	TITLE Senior Analyst
COMPANY NAME Walmart	EMAIL ADDRESS briann.waller@walmart.com

FILING STATUS

OWNER
 AGENT
 ATTORNEY
 SPOUSE
 REGISTERED DOMESTIC PARTNER
 CHILD
 PARENT
 PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____
 CORPORATE OFFICER OR DESIGNATED EMPLOYEE

FOR COUNTY BOARD USE ONLY

- The withdrawal request is accepted and will conclude any further action on the appeal.
- The withdrawal request is denied. The Assessor has delivered a notice of increase. Your appeal will be set for hearing, in which you will be notified of the date no less than 45 days prior to the hearing date.
- The withdrawal request is denied by the appeals board. In accordance with section 1610.8, the appeals board has the authority to proceed with an assessment review to determine the full value of the property or other issues.

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD



Tehama County

Agenda Request Form

File #: 25-1814

Agenda Date: 10/28/2025

Agenda #: 17.

PURCHASING / PUBLIC WORKS - Interim Director Tom Provine

Requested Action(s)

a) Request to award the bid for one (1) new ½ ton 4x4 Extended Cab Standard Bed Pickup Truck to Corning Ford in the amount of \$47,950 and further authorize the Purchasing Agent to sign a purchase order for the acquisition

Financial Impact:

This vehicle will be purchased with funds budgeted for planned vehicle replacements in Road account 3011-57605 and will not impact the General Fund.

Background Information:

On 10/1/2025 the Purchasing Department advertised for bid one (1) new ½ ton 4x4 Extended Cab Standard Bed Pickup. At bid opening on 10/10/2025 the Purchasing Department had received four bids. The lowest responsive bid was from an out of County vendor. The County's Local Vendor Preference Ordinance provided Corning Ford with the opportunity to match or beat the bid as they were within 5 percent of the low out of County bid. Corning Ford submitted a new bid, lower than that of the out of County low bid, thus meeting the Local Vendor Preference Ordinance requirements

This vehicle will be replacing fleet vehicle #178 which has 233,000 miles, many mechanical issues and is in desperate need of replacement.

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Pati Nolen
District 4 – Matt Hansen
District 5 – Greg Jones

Gabriel Hydrick
Chief Administrator

**COUNTY OF TEHAMA LEGAL NOTICE
ADVERTISEMENT FOR BID**

NOTICE IS HEREBY GIVEN that bids shall be received until 3:00 p.m., October 10, 2025, in the Administration Office, 727 Oak Street, Red Bluff, CA 96080 for the purchase of (1) new ½ ton 4x4 Extended Cab Standard Bed Pickup Truck for the Public Works Department. All bids must be in the custody of the Purchasing Department at the designated time. In addition to mailed bid submittals, fax submittals will be accepted at (530) 527-3764 and emails at dschmidt@tehama.gov. Bids shall be submitted on the form provided ONLY.

Bid specifications are available by contacting the Purchasing Department at the above address, or by calling (530) 527-3365.

The Board of Supervisors reserves the right to waive informalities and irregularities in any bids received.

Debbie Schmidt – Deputy Purchasing Agent

Publish in the Daily News on October 1, 2025. Send proof of publication and statement to Tehama County Purchasing Dept., 727 Oak Street, Red Bluff, CA 96080

**TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR:
ONE (1) 1/2 TON 4X4 EXTENDED CAB STANDARD BED PICKUP TRUCK**

GENERAL SPECIFICATIONS: This vehicle must be new. Discontinued models, or models that the manufacturer has formally announced will be discontinued within two years after the bid closing, are not acceptable. The vehicle furnished under this specification shall be the manufacturer's conventional design for the type of vehicle specified, complete with all necessary operating accessories customarily furnished, whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. All parts, equipment and accessories shall be completely installed, assembled and/or adjusted as required and shall conform in strength, quality of materials and workmanship to recognized industry standards. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

Body: 1/2 Ton 4X4 Extended Cab, 4-Door with a Standard 6.5' Bed

Engine: Gasoline, 5.0L Minimum

Transmission: 6-Speed Automatic, Minimum

Drive Train: Four Wheel Drive
Anti-Lock Braking System
Tire Pressure Monitoring System

Color: Exterior - White
Interior- Light Gray

Includes the Following:

- Vinyl Floor Covering and Floor Mats
- A/C
- AM/FM Stereo, Fixed Mast Antenna
- Power Steering, Windows, Door Locks and Mirrors
- Vinyl Seats 40/20/40
- Tilt Wheel, Cruise Control
- Driver and Passenger Air Bags
- Day Light Running Lights
- Cargo Lamp w/High Mount Stop Light
- Full Size Spare Tire and Jack
- Tow Package w/Hitch and Wiring Plug
- Rear Step Bumper
- Tinted Windows
- Electric Brake Controller
- Running Boards
- Service Manual

Warranty: Please state factory warranty provided and costs for extended warranty, if available.

ANY EXCEPTIONS TO THE ABOVE SPECIFICATIONS MUST BE EXPLAINED IN DETAIL

TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
ONE (1) NEW 1/2 TON 4X4 EXTENDED CAB STANDARD BED PICKUP TRUCK

Bids to be received on or before 3:00 P.M. on 10/10/2025

ONE (1) NEW: MODEL YEAR _____ MAKE _____
MODEL DESIGNATION _____

Price Per Each	\$ _____
Documentation Fee	\$ _____
CA State Sales Tax (7.50%)	\$ _____
Tire Disposal Fee and Delivery Charge to: 9380 San Benito Ave., Gerber, CA	\$ _____
TOTAL BID FOR ONE NEW 1/2 TON 4X4 EXTENDED CAB STANDARD BED PICKUP TRUCK*	\$ _____

* As per specifications

BID SHALL INCLUDE THE COST OF ALL EQUIPMENT MEETING OR EXCEEDING THE REQUIRED SPECIFICATIONS.

**Any additional fees associated with this bid submittal, including State Department of General Services and/or CMAS Contract Fees assessed for contract usage, must be clearly stated an included in the total bid price. Unstated fees will become the responsibility of the bidder. No additional fees will be paid by the County.

The bid, if awarded, will be awarded on the basis of the total cost for the vehicle. The Tehama County Board of Supervisors reserves the right to reject any or all bids and the County assumes no obligation to purchase until awarded and execution of a Purchase Order has been made.

It is mandatory to attach comprehensive specification sheets to this form. Any specifications exceptions must be explained in detail and attached to this sheet. Printed literature and specification information must be submitted with the bid. Failure to include complete information will exclude your bid from an award.

PROPOSED DELIVERY DATE: _____

DEALER: _____

PREPARED BY: _____

ADDRESS: _____

TELEPHONE NO. _____ FAX NO. _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PLEASE STATE WARRANTY INCLUDED: _____

***You may submit bids on more than one vehicle if desired**

***Each bid submittal must be completed on this form**

***Bids can be returned using any of the following:**

Email to: dschmidt@tehama.gov

Fax to: 530-527-3764

Mail to: Attn: Public Works Truck Bid

Tehama County Purchasing

727 Oak Street

Red Bluff, CA 96080

BID RECAP -- Tehama County Public Works Department - 1 New 1/2 Ton 4x4 Extended Cab Standard Bed Pickup Truck

BID OPENING: 10/10/2025 3:00 PM										
7.50%										
VENDOR	City,State	MAKE	YR/MODEL	PRICE	DOC. FEE	SALES TAX	DELIVERY CHARGE (INC. TIRE DISPOSAL FEE)	TOTAL EA	NOTES	
Red Bluff Dodge	Red Bluff, CA	Ram	2026/Ram 1500	\$43,719.00	\$85.00	\$3,285.30	\$8.75	\$47,098.05	Engine does not meet specs.	
Crown Motors	Redding, CA	Ford	2026/F-150	\$44,564.88	\$0.00	\$3,342.37	\$45.75	\$47,953.00		
Corning Ford	Corning, CA	Ford	2026/F-150	\$44,478.95	\$85.00	\$3,342.30	\$43.75	\$47,950.00	Original bid of \$48,740.18 was within 5% of out of County low bid. Rebid to take advantage of Local Vendor Preference Ord.	
Fairfield Chevrolet	Fairfield, CA	Chevrolet	2026/Silverado	\$51,693.00	\$85.00	\$3,876.98	\$358.75	\$56,013.73		
LOW RESPONSIVE BIDDER:		Corning Ford							\$47,950.00	

**TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR:
ONE (1) 1/2 TON 4X4 EXTENDED CAB STANDARD BED PICKUP TRUCK**

GENERAL SPECIFICATIONS: This vehicle must be new. Discontinued models, or models that the manufacturer has formally announced will be discontinued within two years after the bid closing, are not acceptable. The vehicle furnished under this specification shall be the manufacturer's conventional design for the type of vehicle specified, complete with all necessary operating accessories customarily furnished, whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. All parts, equipment and accessories shall be completely installed, assembled and/or adjusted as required and shall conform in strength, quality of materials and workmanship to recognized industry standards. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

Body: 1/2 Ton 4X4 Extended Cab, 4-Door with a Standard 6.5' Bed

Engine: Gasoline, 5.0L Minimum

Transmission: 6-Speed Automatic, Minimum

Drive Train: Four Wheel Drive
Anti-Lock Braking System
Tire Pressure Monitoring System

Color: Exterior - White
Interior- Light Gray

Includes the Following:

- Vinyl Floor Covering and Floor Mats ✓
- A/C ✓
- AM/FM Stereo, Fixed Mast Antenna ✓
- Power Steering, Windows, Door Locks and Mirrors ✓
- Vinyl Seats 40/20/40 ✓
- Tilt Wheel, Cruise Control ✓
- Driver and Passenger Air Bags ✓
- Day Light Running Lights ✓
- Cargo Lamp w/High Mount Stop Light ✓
- Full Size Spare Tire and Jack ✓
- Tow Package w/Hitch and Wiring Plug ✓
- Rear Step Bumper ✓
- Tinted Windows ✓
- Electric Brake Controller ✓
- Running Boards ✓
- Service Manual ✓ Digital

Warranty: Please state factory warranty provided and costs for extended warranty, if available.

ANY EXCEPTIONS TO THE ABOVE SPECIFICATIONS MUST BE EXPLAINED IN DETAIL

New Bid - Re-bid - Local Vendor preference

TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
ONE (1) NEW 1/2 TON 4X4 EXTENDED CAB STANDARD BED PICKUP TRUCK

Bids to be received on or before 3:00 P.M. on 10/10/2025

ONE (1) NEW: MODEL YEAR 26 MAKE Ford
MODEL DESIGNATION F-150 Extended Cab

Price Per Each	\$	<u>44,478.⁹⁵</u>
Documentation Fee	\$	<u>85</u>
CA State Sales Tax (7.50%)	\$	<u>3342.³⁰</u>
Tire Disposal Fee and Delivery Charge to: 9380 San Benito Ave., Gerber, CA	\$	<u>8.75 Tire Fee 35 Electronic File Fee</u>
TOTAL BID FOR ONE NEW 1/2 TON 4X4 EXTENDED CAB STANDARD BED PICKUP TRUCK*	\$	<u>47,950</u>

* As per specifications

BID SHALL INCLUDE THE COST OF ALL EQUIPMENT MEETING OR EXCEEDING THE REQUIRED SPECIFICATIONS.

**Any additional fees associated with this bid submittal, including State Department of General Services and/or CMAS Contract Fees assessed for contract usage, must be clearly stated as included in the total bid price. Unstated fees will become the responsibility of the bidder. No additional fees will be paid by the County.

The bid, if awarded, will be awarded on the basis of the total cost for the vehicle. The Tehama County Board of Supervisors reserves the right to reject any or all bids and the County assumes no obligation to purchase until awarded and execution of a Purchase Order has been made.

It is mandatory to attach comprehensive specification sheets to this form. Any specifications exceptions must be explained in detail and attached to this sheet. Printed literature and specification information must be submitted with the bid. Failure to include complete information will exclude your bid from an award.

PROPOSED DELIVERY DATE: 10-6-2025

DEALER: Cornny Ford

PREPARED BY: Ryan Holland

ADDRESS: 2280 Short Dr Cornny CA 96021

TELEPHONE NO. 530-824-5434 FAX NO. _____

AUTHORIZED SIGNATURE: Ryan Holland DATE: 10-6-25

PLEASE STATE WARRANTY INCLUDED: 3yr/36k & 5yr/160K powertrain - Ford

- *You may submit bids on more than one vehicle if desired
- *Each bid submittal must be completed on this form
- *Bids can be returned using any of the following:

Email to: dschmidt@tehama.gov
 Fax to: 530-527-3764
 Mail to: Attn: Public Works Truck Bid
 Tehama County Purchasing
 727 Oak Street
 Red Bluff, CA 96080



Preview Order 4477 - X1L - 4x4 XL SuperCab: Order Summary Time of Preview: 10/14/2025 09:37:18 Receipt: 10/14/2025

Dealership Name: Corning Ford

Sales Code : F72523

Dealer Rep.	Ryan Holland	Type	Fleet	Vehicle Line	F-150	Order Code	4477
Customer Name	County Tehama	Priority Code	A1	Model Year	2026	Price Level	620

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB XL - 145	\$45400	BLACK PLATFORM RUNNING BOARDS	\$250
145 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$45400	TOW/HAUL PACKAGE	\$1010
OXFORD WHITE	\$0	.INTEGRATED TRAILER BRAKE CONT	\$0
VINYL 40/20/40 FRONT SEAT	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0
MEDIUM DARK SLATE	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
EQUIPMENT GROUP 101A	\$0	PRICE CONCESSION INDICATOR	\$0
.XL SERIES	\$0	REMARKS TRAILER	\$0
.17" SILVER STEEL WHEELS	\$0	PRIVACY GLASS W/REAR DEFROSTER	\$100
5.0L V8 ENGINE	\$2340	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
LT265/70R17C BSW ALL-TERRAIN	\$495	FUEL CHARGE	\$0
3.73 ELECTRONIC LOCK RR AXLE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
7100# GVWR PACKAGE	\$0	PRICED DORA	\$0
CA NEW MTR VEHICLE BOARD FEES	\$0	ADVERTISING ASSESSMENT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	DESTINATION & DELIVERY	\$2595
FRONT LICENSE PLATE BRACKET	\$0		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

\$ 44,478.⁹⁵ + Fees

MSRP \$52190
NA \$52190

ORDERING FIN: QJ076 END USER FIN: QJ076

INCENTIVES

Acc. Code ID :10 Contract/Ref # :27-321T Bid Date :09/25/25State : CA

\$ 47,950 OTD

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



COUNTY OF TEHAMA

PURCHASE ORDER
 RED BLUFF, CA 96080
 (530) 527-3365 fax (530) 529-0980

Purchase Order No. **429019**

PURCHASE ORDER

Vendor Information

Name Corning Ford
 Address 2280 Short Drive
 City Corning St CA Zip 96021
 Phone Troy Spade 530-824-5434

Ship To & Bill To:

Name Tehama County Public Works
 Address 9380 San Benito Ave
 City Gerber CA Zip 96035
 Phone _____

Qty	Units	Product Description	Unit Price	TOTAL
1	EA	New 2026 Ford F150 4X4 As Per Bid Specification	\$44,478.95	\$44,478.95
1	EA	Documentation Fee	\$85.00	\$85.00
Service Description			Hourly Rate	TOTAL
1	EA	Tire Disposal and Delivery Fee	\$43.75	\$43.75

DEPARTMENT COMMENTS: Insert comments in Box Below

Please Note- Register the Vehicle to: County of Tehama, 727 Oak Street, Red Bluff, CA 96080. 530-527-4655. Please contact: Matt Silvera at 530-5385-1462 Ext 3034 to arrange for delivery of the vehicle.
NO FRIDAY DELIVERIES

Product SubTotal	\$44,563.95
Shipping & Handling	\$0.00
Service SubTotal	\$43.75
Taxes :7.5% CA	\$3,342.30
P.O. TOTAL	\$47,950.00

Vendor Number	100439	INSURANCE ON FILE	PDR ON FILE
		INSURANCE ATTACHED	PDR ATTACHED

P.O. NOT TO EXCEED **\$47,950.00**

Approved By:

Debbie Schmidt - Senior Buyer

Purchase Order Date: 10/28/2025
 Department Account Number: 3011
 Fixed Asset Account Number: 57605
 Ordered By: Matt Silvera



Tehama County

Agenda Request Form

File #: 25-1828

Agenda Date: 10/28/2025

Agenda #: 18.

PUBLIC WORKS - Interim Director Tom Provine

Requested Action(s)

a) BID AWARD - Request to award the following two contracts for the bid for Job Order Contracting General Civil Services 2025:

- 1) North Star Construction & Engineering, Inc. with a weighted Adjustment Factor of 1.3720
- 2) Dirt Dynasty, Inc. with a weighted Adjustment Factor of 1.4000

b) ROAD AGREEMENTS - Request approval and authorization for the Interim Director to sign the following agreements, with maximum compensation of \$1,500,000 for each contract:

- 1) ROAD AGREEMENT - North Star Construction & Engineering, Inc. (*Subject to receipt of required insurance documentation*)
- 2) ROAD AGREEMENT - Dirt Dynasty, Inc. (*Subject to receipt of required insurance documentation*)

Financial Impact:

Job Orders will be executed on an as needed basis.

Background Information:

On September 9, 2025, The Board of Supervisors authorized the Department of Public Works to advertise for Job Order Contracting General Civil Services 2025. Bids were received and opened publicly at the Department on October 8, 2025. The following bids comprised of weighted Adjustment Factors were ranked as below:

1. North Star Construction & Engineering, Inc.: 1.3720
2. Dirt Dynasty, Inc.: 1.4000

The bid documents allow for the award of up to two contracts. The Department is proposing to award contracts to the two lowest bidders, in an amount not to exceed \$1,500,000 for each contract.

Work under these contracts will be performed on an as-needed basis via Job Orders executed by the Director or Interim- Director. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately \$6,210,093.15. Any increase in the contract amount would be made by Board approved contract amendment.

Contract services may be made to other Departments via interdepartmental agreement(s).

**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

OWNER-CONTRACTOR AGREEMENT

COUNTY CONTRACT NUMBER: _____

THIS AGREEMENT, made and concluded, in triplicate, on November 4, 2025, between the County of Tehama, hereinafter called "County", and North Star Construction & Engineering, Inc., hereinafter called "Contractor".

ARTICLE I.-- The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the Job Order Contracting work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated 2024 and the Standard Plans for Construction, dated 2024 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, CONSTRUCTION TASK
CATALOG®, TECHNICAL SPECIFICATIONS, PROPOSAL AND CONTRACT
FOR CONSTRUCTION ON:**

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
COUNTY CONTRACT NUMBER: _____

ARTICLE II.-- The County hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.-- The higher of the State or the Federal prevailing wage rates as referenced in this set of contract documents are hereby made a part of this contract, and Contractor shall pay and require all subcontractors to pay the higher of the State or Federal prevailing wage rates to the construction workers providing labor for the work. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code,

and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

CONTRACT SUM:

1. This Contract is an Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contract for construction work and services. The Initial Contract Value is \$1,500,000. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately \$6,210,093.15.
2. The Contractor is not guaranteed to receive the Initial Contract Value. Compensation to any single Contractor under any single authorized Job Order shall in no event exceed the Job Order Grand Total specified in a properly authorized Job Order. The Job Order Grand Total under any single authorized Job Order shall in no event exceed the Initial Contract Value as defined below less the total of the Job Order Grand Total(s) of all Job Orders authorized for performance through the current date
3. The Contractor shall perform all Prepriced Tasks for the Unit Prices set forth in the Construction Task Catalog® multiplied by one of the following Adjustment Factors:

General Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

_____1.3420_____.

General Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

_____1.3920_____.

Secured Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

_____1.3920_____.

Secured Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

_____1.4420_____.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

COUNTY OF TEHAMA
STATE OF CALIFORNIA

Tom Provine, Interim Director
Department of Public Works

Date

CONTRACTOR

Signature

Name

Title

Date

Licensed in accordance with and providing for the registration of contractors:

License No.: _____

Federal ID No. _____

DUNS Number (if applicable): _____

APPROVED AS TO FORM
Tehama County Counsel

By: _____

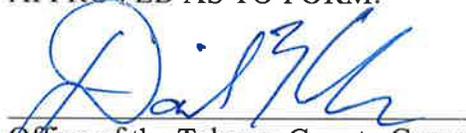
E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works – Road Division

Vendor Name: North Star Construction & Engineering, Inc

Document Description: JOC Agreement

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date: 10/25/25

**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

OWNER-CONTRACTOR AGREEMENT

COUNTY CONTRACT NUMBER: _____

THIS AGREEMENT, made and concluded, in triplicate, on November 4, 2025, between the County of Tehama, hereinafter called "County", and Dirt Dynasty, Inc., hereinafter called "Contractor".

ARTICLE I.-- The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the Job Order Contracting work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated 2024 and the Standard Plans for Construction, dated 2024 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, CONSTRUCTION TASK
CATALOG®, TECHNICAL SPECIFICATIONS, PROPOSAL AND CONTRACT
FOR CONSTRUCTION ON:**

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
COUNTY CONTRACT NUMBER: _____

ARTICLE II.-- The County hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.-- The higher of the State or the Federal prevailing wage rates as referenced in this set of contract documents are hereby made a part of this contract, and Contractor shall pay and require all subcontractors to pay the higher of the State or Federal prevailing wage rates to the construction workers providing labor for the work. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code,

and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

CONTRACT SUM:

1. This Contract is an Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contract for construction work and services. The Initial Contract Value is \$1,500,000. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately \$6,210,093.15.
2. The Contractor is not guaranteed to receive the Initial Contract Value. Compensation to any single Contractor under any single authorized Job Order shall in no event exceed the Job Order Grand Total specified in a properly authorized Job Order. The Job Order Grand Total under any single authorized Job Order shall in no event exceed the Initial Contract Value as defined below less the total of the Job Order Grand Total(s) of all Job Orders authorized for performance through the current date
3. The Contractor shall perform all Prepriced Tasks for the Unit Prices set forth in the Construction Task Catalog® multiplied by one of the following Adjustment Factors:

General Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

_____1.3999_____.

General Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

_____1.4000_____.

Secured Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

_____1.4002_____.

Secured Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

_____1.4003_____.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

COUNTY OF TEHAMA
STATE OF CALIFORNIA

Tom Provine, Interim Director
Department of Public Works

Date

CONTRACTOR

Signature

Name

Title

Date

Licensed in accordance with and providing for the registration of contractors:

License No.: _____

Federal ID No. _____

DUNS Number (if applicable): _____

APPROVED AS TO FORM
Tehama County Counsel

By: _____

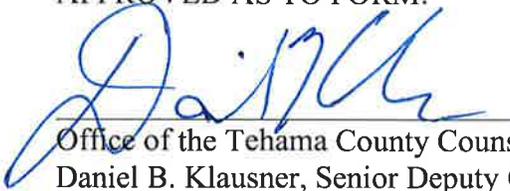
E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works – Road Division

Vendor Name: Dirt Dynasty, Inc.

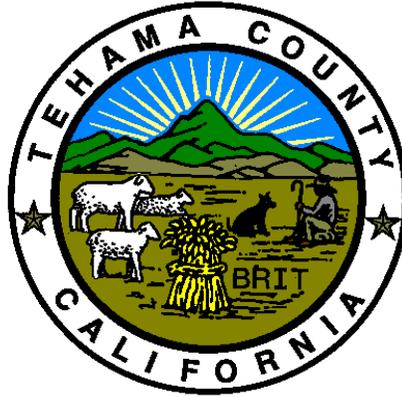
Document Description: JOC Agreement

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 10/25/25



TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA

BID BOOK

NOTICE TO BIDDERS, SPECIAL PROVISIONS,
PROPOSAL, AND CONTRACT

FOR CONSTRUCTION ON

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

FY25-26 JOC

FOR USE IN CONNECTION WITH

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS, AND STANDARD PLANS,
DATED 2024

CONSTRUCTION TASK CATALOG®, TECHNICAL SPECIFICATIONS
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES

BID OPENING: October 8, 2025, 3:00 PM (PST) as served by <https://nist.time.gov>

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NOTICE TO BIDDERS

**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

Sealed bids for the work included in the specifications entitled:

**JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
MASTER AGREEMENT
2024 PLANS AND SPECIAL PROVISIONS**

will be received at the Department of Public Works office at 9380 San Benito Avenue, Gerber, California, 96035 until **3:00 PM (PST) on October 8, 2025**, at which time they will be publicly opened and read aloud in the conference room at the aforementioned address. Multiple Contractors may be selected to enter into Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contracts with the County for the provision of the services the proposed herein. The County intends to include up to two Contractors in this Master Agreement to the lowest responsive, responsible bidder(s).

DESCRIPTION OF WORK

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the County. Job Order Contracting is typically used for small to medium sized repair and rehabilitation work, and replacement in kind projects.

The Master Agreement Documents include a Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

Bidders will bid four Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work in General Facilities during Normal Working Hours, a second Adjustment Factor for performing work in General Facilities during Other Than Normal Working Hours, a third Adjustment Factor for performing work in Secured Facilities during Normal Working Hours, and a fourth Adjustment Factor for performing work in Secured Facilities during Other Than Normal Working Hours. The same four Adjustment Factors apply to every Pre-priced Task in the Construction Task Catalog®.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the County to review and discuss the proposed work. The County will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

Extra work, credits, and deletions will be contained in a Supplemental Job Order.

All Job Orders issued during the term of this Master Agreement shall be valid and shall remain in full force and effect after the expiration of the term of this contract or any guarantee period has expired until the Job Order is fully performed. All terms and conditions of the Master Agreement apply to each Job Order.

CONTRACT VALUE AND TERM

Any Project with an estimated, proposed, or actual cost greater than Twenty-Five Thousand Dollars (\$25,000) may, in the sole discretion of the Director of Public Works, be assigned to the Contractor that proposes the lowest cost for that Project. The consideration to be paid to the Contractor under this Master Agreement shall in no event exceed the Initial Contract Value as defined below. The consideration to be paid to the Contractor under an authorized Job Order shall in no event exceed the Job Order Grand Total specified in a properly authorized Job Order.

The Contractor shall be paid in accordance with the Section 9 Payment set forth below. The County's payments to Contractor pursuant to this Master Agreement shall constitute full compensation for all of the Contractor's time, materials, efforts, costs and expenses incurred in the performance of any obligation(s) or any other activities undertaken pursuant to this Master Agreement.

The Term of the Master Agreement is for a period of one (1) year, or when Job Orders totaling the Initial Contract Value have been issued, whichever occurs first.

The Initial Contract Value is \$1,500,000. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately \$6,210,093.00.

ADJUSTMENT FACTORS

1. There are four Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.
2. The Adjustment Factors are as follows:
 - a. Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.
 - b. Other Than Normal Working Hours Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays.
 - c. Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.
 - d. Other Than Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays.
3. ***The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.***
4. For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
General Facilities – Normal Working Hours	50%
General Facilities – Other than Normal Working Hours	30%
Secured Facilities – Normal Working Hours	10%
Secured Facilities – Other than Normal Working Hours	10%

- All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

JOC SYSTEM LICENSE FEE

The County selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Information Management System (“JOC IMS”), construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Gordian’s SaaS Terms of Use and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of this Contract.

Within two business days of receipt of a Purchase Order or Approved Job Order from the County, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order/Approved Job Order to Gordian.

Upon the Contractor’s receipt of the initial payment from the County, Gordian will invoice the Contractor for the JOC System License Fee. The Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due will be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.

DISADVANTAGED BUSINESS ENTERPRISE GOAL

Disadvantaged Business Goals, if any, will be applied on a Job Order by Job Order basis.

SELF PERFORMANCE GOALS

On a Job Order Basis, as required by the County, the Contractor may be required to perform work with their own organization and forces. Each Job Order will indicate if the work is to be performed by the Contractor's own forces or can be subcontracted. The total requirement of self-performed work is not intended to exceed 30% of all work during the term of the contract. As requested, the Contractor shall provide a report to the Owner showing the amount of self-performance achieved by project and total accumulative amount. The self-performance percentage calculation does not include field superintendents or office management personnel.

PRE-BID MEETING

A **MANDATORY** pre-bid meeting is scheduled for **September 24, 2025, at 1:00 PM** at the offices of Tehama County Public Works, 9380 San Benito Ave, Gerber, CA. This meeting is to discuss the JOC program and documents, answer questions and discuss JOC from the contractor's perspective. Bidder's attendance at this meeting will be **mandatory**. Bids submitted by firms not represented at the Mandatory Pre-Bid Conference will not be considered

BUY AMERICA PROVISIONS (see also Appendix C)

JOB ORDERS ISSUED UNDER THIS CONTRACT MAY BE SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT OF 2021, TO BE DETERMINED ON A JOB ORDER BY JOB ORDER BASIS.

Bids are required for the entire work described herein.

CONTRACTOR'S LICENSE CLASSIFICATION (see also Appendix C)

The contractor shall possess a **Class A** license at the time this contract is awarded. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions submitted after bid opening will not be treated as a bid protest.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS

Bid documents can be examined at area Builder's Exchanges. Documents are available for download on the Public Purchase website (<https://www.publicpurchase.com>). **The Contractor is responsible for printing and binding the Bid Book.** Copies are on file and open to public inspection.

Questions should be directed to Tehama County Public Works, via email only to pwadmin@tcpw.ca.gov by **3 p.m. on Wednesday, October 1, 2025.**

The successful bidder shall furnish a payment bond and a performance bond.

The County of Tehama affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation.

FEDERAL AND CALIFORNIA PREVAILING WAGE REQUIREMENTS

This project must comply with the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial

Relations. The minimum wage rates for the Director of the California Department of Industrial Relations can be found at:

<http://www.dir.ca.gov/DLSR/PWD/index.htm>

Federal minimum wage rates are not included in these specifications but will be included in the final signed contract. They may be obtained at the Internet Web Site <https://sam.gov/wage-determinations> using the Davis-Bacon Act (DBA) Wage Determination Type. A copy is also available at the Offices of Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. The Office of Inspector General maintains confidentiality on all information and, if requested, anonymity of the source.

PUBLIC CONTRACT CODE SECTION 22300

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the County to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. Such securities shall be valued by the County Treasurer-Tax Collector, whose decision shall be final. Securities not listed under Public Contract Code Section 22300 or Government Code Section 16430 must be pre-qualified by the County Treasurer-Tax Collector before bid opening in order to be accepted by the County as security.

BOARD OF SUPERVISORS; COUNTY OF TEHAMA

BY: Tom Provine, Interim Director
Department of Public Works

Date

Advertisement #1 September 10, 2025

Advertisement #2 September 17, 2025

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STANDARD PLANS LIST

Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) may be viewed at the Caltrans website: <https://dot.ca.gov/programs/design/april-2025-ccs-standard-plans-and-standard-specifications>.

Applicable standard plans will be specified on a Job Order by Job Order basis

SPECIAL PROVISIONS

ORGANIZATION

The work embraced herein shall conform to the provisions in the Standard Specifications dated 2024 and the Standard Plans dated 2024 of the Department of Transportation insofar as the same may apply, and these Special Provisions.

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and shall be used in lieu of the conflicting portions.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add or replace the following definitions in Section 1-1.07B with:

Bid Package: Bid Book including Notice to Bidders, Bid Documents, Contract, and Special Provisions.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the METS website.

Caltrans: The State of California, Department of Transportation.

Contract: Refers to a specific Job Order

County: County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

Master Agreement Documents: Refers collectively to the Contract, Special Provisions, Plans, Notice to Bidders, Bid Documents, JOC Supplementary Conditions, Supplementary Conditions FEMA Projects, Construction Task Catalog®, Technical Specifications, and Standard Specifications.

Day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except Saturday, Sunday or holiday.
2. **working day:** Time measure unit for work progress. A working day is any day except:
 - 2.1. Saturday, Sunday and holidays.
 - 2.2. Day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions that cause the Contractor to dismiss the crew.
 - 2.2.2. Maintaining traffic under the Contract.
 - 2.2.3. Engineer's direction to suspend the controlling activities for reasons unrelated to the Contractor's performance.
 - 2.2.4. Unanticipated events not caused by either party such as:
 - 2.2.4.1. Act of God.
 - 2.2.4.2. Act of a public enemy.

-
- 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike.
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
 - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

Department or Department of Transportation: Department of Public Works of the County of Tehama, California.

Director or Director of Transportation: The Board of Supervisors of the County of Tehama, California.

Engineer: The Director of Public Works of the County of Tehama, California, acting either directly or through duly authorized agents or consultants.

early completion time: Difference in time between an early scheduled completion date and the Contract completion date.

Highway: Highway, roadway, street, avenue, lane, boulevard, or other public thoroughfare for vehicular traffic.

job site activities: Work done within the physical limits of the Contract.

Labor Surcharge and Equipment Rental Rates: Caltrans publication that lists labor surcharge and equipment rental rates.

laboratory or transportation laboratory: The established laboratory of the County of Tehama Department of Public Works or laboratories authorized by the County to test materials and work involved in the contract.

Liquidated Damages: The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85 to be paid to the County of Tehama or to be deducted from any payments due or to become due the Contractor for each day of delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.

Standard Specifications: The 2024 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County of Tehama or its corresponding agency, office, or officer acting under this contract.

State: The County of Tehama where reference is made to the agency administering the Contract for construction of the project and execution of the work. Otherwise, the State of California, including its agencies, departments or divisions whose conduct or action is related to the work.

State Contract Act: All applicable provisions of the Public Contract Code (excluding Chapter 1, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes. No provision of the Standard Specifications or these Special Provisions shall be construed as an election under Public Contract Code Section 20396 to have this project performed under the provisions of the State Contract

Act. Individual provisions of the State Contract Act shall apply only as specifically referenced in these specifications or Special Provisions.

State Highway Engineer: The County Engineer of the County of Tehama, State of California

Structure Design: Department of Public Works of the County of Tehama.

Replace the 1st sentence in Section 1-1.08 with:

The Caltrans district composition and office addresses are as shown in the following table:

Replace the following items in Section 1-1.11:

Reference or agency or department unit	Website	Address	Telephone no.
Department	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462
Division of Accounting, Office of External Accounts Payable	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462
METS	Caltrans web site: mets.dot.ca.gov/metsrepresentatives.php	5900 Folsom Blvd Sacramento, CA 95819	Peter Gan Cell: (858) 527-8195
Office Engineer	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462
Offices of Structure Design, Documents Unit	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462

Add the following item to Section 1-1.11:

Reference or agency or department unit	Website	Address	Telephone no.
Public Purchase	publicpurchase.com/gems/browse/home	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462

Replace the 1st sentence in Section 1-1.12 with:

Make checks and bonds payable to the Tehama County or Tehama County Public Works.

END OF SECTION

2 BIDDING

Replace Section 2-1.04 with:

The Department will conduct a mandatory pre-bid meeting for this contract. The pre-bid meeting will be held on **September 24, 2025 at 1:00 PM**, at the offices of Tehama County Public Works, 9380 San Benito Ave, Gerber, CA. The purpose of the meeting is to:

- Describe and discuss the Job Order Contracting program
- Address any bidder questions or concerns for the project, including any addenda issued or pending.

Attendance at this meeting is **mandatory**. Bids submitted by firms not represented at the Mandatory Pre-Bid Conference will not be considered.

Replace Section 2-1.06A with:

The *Bid Book* includes bid forms and certifications.

The *Bid Book* includes the *Notice to Bidders*, revised standard specifications, JOC Supplementary Conditions, Supplementary Conditions FEMA Projects, special provisions, bid form and sample contract.

The *Bid Book*, Construction Task Catalog®, Technical Specifications, supplemental information, and any addenda to these documents may be accessed at the Public Purchase website:

publicpurchase.com/gems/browse/home

The *Standard Specifications* and *Standard Plans* may be viewed at the Caltrans website:

<https://dot.ca.gov/programs/design/april-2025-ccs-standard-plans-and-standard-specifications> and may be purchased at the Caltrans Publication Distribution Unit.

Replace Section 2-1.06B with:

The Department makes the following supplemental project information available:

JOC SUPPLEMENTAL CONDITIONS AND PROCEDURE FOR ORDERING WORK

1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- 1.2. **Award Criteria Figure** - The sum of the extended totals as calculated in the on the Bid Form, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- 1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- 1.6. **Initial Contract Value** – the initial maximum contract value of Job Orders that the Contractor may receive under this Contract
- 1.7. **Job Order** - A written order issued by the County requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.

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- 1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
 - 1.9. **Job Order Price** - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
 - 1.10. **Job Order Proposal** - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
 - 1.11. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
 - 1.12. **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.
 - 1.13. **Minimum Contract Value** – The minimum value of Job Orders that the Contractor will receive the opportunity to perform under this Contract.
 - 1.14. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog[®].
 - 1.15. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for County holidays.
 - 1.16. **Other Than Normal Working Hours** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and County holidays.
 - 1.17. **Option Term**- An additional period of time beyond the Contract Term which extends the termination date of the Contract.
 - 1.18. **Prepriced Task** - A task set forth in the Construction Task Catalog[®], which includes a description of the task, a unit of measure, and a unit price.
 - 1.19. **Price Proposal** - A document prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
 - 1.20. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
 - 1.21. **Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
 - 1.22. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
 - 1.23. **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
 - 1.24. **Unit Price** - The unit price published in the Construction Task Catalog[®] for a Prepriced Task.

2. CONTRACTOR SELECTION

- 2.1. The County may award an individual Project to any contractor. The County will select the contractor in accordance with the established procedures and based on one or more of the following criteria:
 - 2.1.1. Rotational selection among all contractors, unless otherwise determined by the County.
 - 2.1.2. Contractor's experience with similar type work, project size, construction management challenges, construction schedule, etc.

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- 2.1.3. Contractor's performance in developing Job Orders and completing Projects.
 - 2.1.4. Balancing Job Order volume among contractors.
 - 2.1.5. Limitations posed by bonding capacity of the contractors.
 - 2.1.6. Price, as determined by the Adjustment Factors of the contractors.
 - 2.1.7. Other appropriate criteria as deemed in the best interest of the County.

3. PROCEDURE FOR ORDERING WORK

3.1. CONDUCT THE JOINT SCOPE MEETING

- 3.1.1. As the need exists, the County will notify the Contractor of a potential Project and schedule a Joint Scope Meeting.
- 3.1.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.
- 3.1.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
 - 3.1.3.1. The work to be performed
 - 3.1.3.2. Presence of hazardous materials
 - 3.1.3.3. Job Order specific Insurance (if any)
 - 3.1.3.4. Required permits – including drawings for permits
 - 3.1.3.5. Long lead time materials
 - 3.1.3.6. Protocol for workers entering the site
 - 3.1.3.7. Staging area and areas that are off-limits
 - 3.1.3.8. Construction schedule and work hours – with critical milestones and phasing requirements
 - 3.1.3.9. Controlled inspections, testing requirements
 - 3.1.3.10. Value Engineering suggestions
 - 3.1.3.11. Organization of Price Proposal – by location, by corner, etc.
 - 3.1.3.12. Due Date for Detailed Scope of Work and for Price Proposal

4. PREPARE THE DETAILED SCOPE OF WORK

- 4.1. After the Joint Scope Meeting, the County will prepare a draft Detailed Scope of Work which will reference any drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the same.
- 4.2. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a

Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

- 4.3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

5. PREPARE THE JOB ORDER PROPOSAL

- 5.1. The Contractor will prepare a Job Order Proposal including:

- 5.1.1. Price Proposal;
- 5.1.2. Support documentation for Non-Prepriced Tasks;
- 5.1.3. Construction Schedule;
- 5.1.4. List of anticipated Subcontractors including a MBE/WBE Certifications;
- 5.1.5. Other requested documents.

- 5.2. The Contractor will prepare Price Proposals in accordance with the following:

- 5.2.1. **Prepriced Task:** The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.

5.2.2. **Non Pre-priced Task:**

- 5.2.2.1. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog[®]. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The County may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the County with a written explanation. If the explanation is accepted by the County, the Contractor may provide less than three quotes.

- 5.2.2.2. Information submitted in support of Non-Prepriced Tasks may include catalog cuts, technical data, drawings, or other information as required.

- 5.2.2.3. The final price submitted for Non-Prepriced Tasks shall be according to the following formula:

For Non-Prepriced Tasks Performed with Contractor's own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog[®] multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog[®] multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for Non-Prepriced Tasks performed with Contractor's own forces = (A+B+C) x Applicable and Appropriate Adjustment Factor

For Non-Prepriced Tasks Performed by subcontractors:

If the Non-Prepriced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes

Total for Non-Prepriced Tasks performed by subcontractors = D x Applicable and Appropriate Adjustment Factor

5.2.2.4. After the cost for a Non Prepriced Task has been approved, the County may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The County reserves the right to request the Contractor provide current quotes for any Non Prepriced Task approved previously.

5.2.2.5. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

5.3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the County may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.

5.4. Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 35% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,

- a) identify the specific material that has experienced a major spike,
- b) identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
- c) demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.

The County, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order

5.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid with mark-up.

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- 5.6. To compensate the Contractor for the JOC System License on reimbursable work, the adjustment applied to reimbursable tasks shall be equal to 1.0101.
 - 5.7. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.
 - 5.8. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.
 - 5.9. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the County requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.
 - 5.10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
 - 5.11. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven days, or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
 - 5.12. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
 - 5.13. For purposes of Using the Construction Task Catalog[®], the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
 - 5.14. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment.

6. REVIEW THE JOB ORDER PROPOSAL

- 6.1. The County will review the Job Order Proposal.
- 6.2. All incomplete Job Order Proposals shall be rejected.
- 6.3. The County will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
- 6.4. The Contractor may choose the means and methods of construction. Provided, however, the County may reject any means and methods proposed by the Contractor that:
 - 6.4.1. Will constitute or create a hazard to persons or property;

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- 6.4.2. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
 - 6.4.3. Unnecessarily increases the Job Order Price when alternative means and methods are available.
 - 6.5. By submitting a Job Order Proposal to the County, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
 - 6.6. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the County.

7. ISSUE THE JOB ORDER

- 7.1. If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.
- 7.2. The Job Order signed by the County and delivered to the Contractor constitutes the County's acceptance of the Contractor's Job Order Proposal.
- 7.3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.
- 7.4. All clauses of the Master Agreement shall apply to each Job Order.
- 7.5. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 7.6. The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
- 7.7. The County may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing, or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the County. The County may perform such work by other means.
- 7.8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work,

8. CHANGES IN THE WORK

- 8.1. The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 8.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders

- 8.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

9. LIQUIDATED DAMAGES

- 9.1. At the sole discretion of the County, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

Value of Job Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

10. KEY PERSONNEL

- 10.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the County and shall have a cell phone at which he or she can be reached at all times.
- 10.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the County of a substitute Superintendent. **At all times, the Contractor shall provide at least one Superintendent for every four Job Orders.** Whenever, in the sole discretion of the County, the Contractor is not providing a sufficient level of supervision, the County may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day’s work; and develop a site specific quality control program, all at no cost to the County.

11. LICENSE REQUIREMENTS

- 11.1. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the County evidence that it and its subcontractors hold the required licenses.

12. AS-BUILT DRAWINGS

- 12.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-

Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

13. JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

- 13.1. The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Management Software, construction cost data, and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Gordian's General Terms of Use and pay a 1% JOC System License Fee (License Fee) on all Job Orders issued to obtain access to the Gordian JOC Solution™.**
- 13.2. Within two business days of receipt of a Purchase Order or Approved Job Order from the County, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
- 13.3. Upon the Contractor's receipt of the initial payment from the County, Gordian will invoice the Contractor for the JOC System License Fee. The Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due will be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.
- 13.4. Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

14. ORDER OF PRECEDENCE

Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:

- 14.1. Contract Modifications (later takes precedence over earlier)
- 14.2. Job Order Master Agreement
- 14.3. Addenda (later takes precedence over earlier)
- 14.4. JOC Supplemental Conditions
- 14.5. Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)
- 14.6. Bid Book and Special Provisions
- 14.7. General Terms and Conditions
- 14.8. Supplementary Conditions FEMA Projects
- 14.9. The Construction Task Catalog®
- 14.10. Technical Specifications

Add the following paragraph to the end of Section 2-1.10:

Because the Job Order Contract (JOC) is an indefinite quantity contract pursuant to which Contractors will perform a variety of Job Orders, Contractors must designate Subcontractors, in accordance with California Public Contracts Code Section 4100 to 4113, inclusive, in each Job Order Proposal and not

with this bid. As part of each Job Order Proposal, the awarded JOC Contractor shall provide a list giving the name and location of place of business of each subcontractor who will perform a portion of the Job Order work in an amount in excess of one-half of one percent of the Job Order Proposal. In each instance the nature and extent of the work to be subcontracted shall be described.

Replace Section 2-1.12 with:

2-1.12A General (see also Appendix C)

Section 2-1.12 applies to Job Orders issued for a federal-aid contract.

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have the opportunity to participate in the Master Agreement on a Job Order by Job Order basis, where applicable. (49 CFR 26).

When Disadvantaged Business Enterprise participation is implemented, the following Sections 2-1.12B through 2-1.12B(5) may apply:

2-1.12B Disadvantaged Business Enterprise Goal (see also Appendix C: DBE)

2-1.12B(1) General

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency may show a goal for DBEs on a Job Order by Job Order basis

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: <https://caltrans.dbesystem.com/>.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

[49 Fed Reg 59595 (10/2/14) (to be codified at 49 CFR 26.55(d)]

2-1.12B(2) DBE Commitment Submittal (see also Appendix C: DBE)

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the contract portion of the *Bid Book*. If Exhibit 15-G is not submitted at the time of bid, make a copy of the form before submitting your bid. Forms shall not be removed.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the **5th** day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 5 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.

The successful bidder's Exhibit 15-G form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to

performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

2-1.12B(3) DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted at the time of bid, make a copy of the form before submitting your bid. Forms shall not be removed from the *Bid Book*. DBE Good Faith Efforts forms must be received by the Agency no later than 4:00 p.m. on the 5th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to

a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.12B(4) DBE / Non-DBE Listing of Subcontractors

Pursuant to Title 49, Section 26.11 of the Code of Federal Regulations, as determined by the County Project Manager, the Contractor must provide information on the list of subcontractors (regardless of amount of work performed) as required on a Job Order by Job Order basis. If Exhibit 12-B, included in the bid section of the Bid Book, is not submitted at the time of bid, make a copy of the form before submitting your bid.

Replace Section 2-1.33A with the following:

Complete the forms in the *Bid Book*.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Bids must be submitted on forms included in the *Bid Book*. Bid documents can be examined at area Builder's Exchanges. Documents are available for download free of charge on CIP List (www.CIPLIST.com). Hard copies of bid documents will not be available for purchase.

In conformance with Public Contract Code Section 7106, a Non collusion Affidavit is included in the *Bid Book*. Signing the *Bid Book* shall also constitute signature of the Non collusion Affidavit.

The Bid Documents must be bound in a book together with the Notice to Bidders, Special Provisions, and contract. The Construction Task Catalog®, Technical Specifications, and any project plans are a separate attachment. **Neither the Bid form nor any other portion of said book shall be detached therefrom.** This includes all DBE related bid forms. **An entire bound Bid Book shall be submitted at the time of bid opening. Neither the Bid form(s) nor any other portion of said book shall be detached therefrom.**

Bid Form Submittal Schedule for a Federal-Aid Contract with a DBE Goal (on a Job Order by Job Order basis)

Form	Submittal deadline
-------------	---------------------------

Bid to the Department of Public Works	Time of bid except for the public works contractor registration number
Copy of the Bid as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractors List (Exhibit 12-B)	To be submitted on a Job Order by Job Order basis
DBE Commitment (Exhibit 15-G)	No later than 4 p.m. on the 5 th day after bid opening ^a
DBE Good Faith Efforts Documentation (Exhibit 15-H)	No later than 4 p.m. on the 5 th day after bid opening ^a

^a If the last day for submitting the bid form falls on a Saturday or a holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

**Bid Form Submittal Schedule for a
Federal-Aid Contract without a DBE Goal**

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid except for the public works contractor registration number
Copy of the Bid as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractors List (Exhibit 12-B)	To be submitted in each Job Order Proposal and not with this bid.

Replace Section 2-1.34 with:

Submit one of the following forms of bidder's security equal to at least \$25,000:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer

Submit cash, cashier's check, certified check, or bidder's bond with your bid proposal.

If using a bidder's bond, you may use the form in the *Bid Book*. If you do not use the form in the *Bid Book*, use a form containing the same information.

In addition to the bidder's security, bidders must submit a bonding letter from your bonding company that states ALL of the following: 1) Your Bonding Capacity (aggregate dollar amount), 2) The current amount of bonding outstanding, and 3) how long the bonding company has been providing bonds.

Delete the 2nd paragraph in Section 2-1.40

Replace the last sentence in Section 2-1.47 with:

The Relief of Bid Request form is available at the Caltrans website.

END OF SECTION

3 CONTRACT AWARD AND EXECUTION

Replace Section 3-1.04 with:

If the Department awards the contract, the award is made to the lowest responsible bidder within 60 days after bid opening. This project is bid as a unit price contract. The contract, if awarded, will be awarded to the responsive and responsible bidder with the lowest AWARD CRITERIA FIGURE as described in the Notice to Bidders.

The Department may extend the specified award period if the bidder agrees.

You may request to extend the award period by faxing a request to the Department at (530) 385-1293 before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

3-1.04A BID PROTEST

3-1.04A(1) General

Submit any bid protest to the Engineer. Bid protests are to be delivered to the following address:

**DIRECTOR OF PUBLIC WORKS
9380 SAN BENITO AVE., GERBER, CA 96035
FAX NO. 530.385.1293**

3-1.04A(2) Bid Protest Procedure

- a. The initial bid protest must be submitted in writing to the above address no later than 5:00 PM (PST) of the 5th business day following bid opening.
 - i. The initial protest shall refer to both the Contract number and the specific portion of the document which forms the basis for the protest.
 - ii. The initial protest shall include the name, address, telephone number and signature of the person representing the protesting party.
 - iii. The party filing the initial protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- b. The protesting bidder shall submit to the Department a full and complete written statement specifying the grounds for the protest no later than 5:00 PM of the 5th business day following the submittal of the initial protest.
- c. The Department will issue a proposed decision on the protest. The final decision on any protest shall be made by the Tehama County Board of Supervisors prior to the award of the Contract. If the Board determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- d. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any

right to further pursue the bid protest or otherwise challenge the bid award, including filing a Government Code Claim or legal proceedings.

Replace Section 3-1.05 with:

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a (1) Payment Bond; provided that the bond shall be in the amount of one hundred percent (100%) of the initial contract value to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a (2) Performance Bond in the amount of one hundred percent (100%) of the Initial Contract Value to guarantee the faithful performance of the contract.

If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Performance and Payment Bonds then in effect, the County may, at its discretion, require the Contractor to submit a new Performance and Payment Bond each in the amount of Five Hundred Thousand Dollars (\$500,000) or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Delete the Section 3-1.08

Replace Section 3-1.18 with:

The successful bidder must sign the *Master Agreement* form included in the *Bid Book*.

After Award by the County, the Engineer will issue a "Notice of Award", which includes applicable contract documents. Upon Receipt of the Notice of Award, deliver to the Engineer:

1. Signed Master Agreement form, including the attached form FHWA-1273
2. Contract Bonds
3. Documents identified in Section 3-1.07 of the Standard Specifications, "Insurance Policies"

These contract documents must be received by the Engineer before the 10th business day after the bidder receives the contract.

Executed contract documents shall be delivered to the following address:

**TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
ATTENTION: JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
9380 SAN BENITO AVE. GERBER, CA 96035**

The bidder's security may be forfeited for failure to execute the contract within the time specified.

The Engineer will furnish to the Contractor, upon request and free of charge, three copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

Replace Section 3-1.19 with:

In the event of failure of the lowest responsible bidder to execute the contract documents or other required actions, the second lowest responsible bidder, or the third lowest responsible bidder to execute

the contract as required in Section 3-1.18 “Contract Execution” within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the Bid guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

END OF SECTION

4 SCOPE OF WORK

Replace Section 4-1.05A with:

The Department may make changes within the Detailed Scope of Work and add extra work, subject to the limitations of Section 20395, subdivision (d)(2) of the Public Contract Code. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Supplemental Job Order. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders

A Supplemental Job Order is approved when the Department signs the Supplemental Job Order.

Until the Department approves a Supplemental Job Order, continue to perform the work under the Contract. If ordered in writing by the Engineer, you shall proceed with the work so ordered prior to actual receipt of an approved Supplemental Job Order therefore. In those cases, the Engineer will, as soon as practicable, issue an approved Supplemental Job Order for the ordered work.

Refer to Section 5-1.27E, “Change Order Bills”.

Replace Section 4-1.06A with:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

4-1.06A(1) Subsurface Conditions

In the event the work hereunder requires digging trenches or excavation deeper than four (4) feet, the Contractor shall promptly, and before the following conditions are disturbed, notify the Department by written notice of:

-
1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

Upon such notification, the Department shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, shall issue a Supplemental Job Order under the procedures described in the Standard Specifications and these Special Provisions.

In the event that a dispute arises between the Department and the Contractor whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

4-1.06A(2) Significant Changes in the Character of Work

In regards to significant changes in the character of work, the following shall apply:

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract or Job Order nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the Job Order, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Job Order. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

END OF SECTION

5 CONTROL OF WORK

Replace the last paragraph of Section 5-1.01 with:

Use contract administration forms available at the Caltrans website.

Delete Section 5-1.09

Replace the 2nd paragraph of Section 5-1.13A with:

Before subcontracted work starts, submit a Subcontracting Request form. The Subcontracting Request form (Exhibit 16-B/CEM-1201) shall be submitted in accordance with Section 3-1.18 of these Special Provisions.

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED
SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.**

Replace Section 5-1.13B(1) with:

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and NON-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* (included in the bid section of the *Bid Book*) unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer in writing of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: *Monthly Disadvantaged Business Enterprise (DBE) Payment*) (see also Appendix C: DBE)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month submit a *Monthly DBE Trucking Verification* form (Exhibit 16-Z1). The Monthly DBE Trucking Verification form (Exhibit 16-Z1) may be found online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a *Disadvantaged Business Enterprises (DBE) Certification Status Change* form (Exhibit 17-O). **Submit the form within 30 days of contract acceptance.**

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), and First-Tier Subcontractors* form. **Submit it within 90 days of contract acceptance.** The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Replace the 2nd paragraph of Section 5-1.13B(2) with:

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the bid section of the *Bid Book*.

Replace the 7th paragraph of Section 5-1.13B(2) with:

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute. You may be subject to other sanctions under 49 CFR26.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Acceptance Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Acceptance Date** - Enter the date the contract was [accepted by the Local Agency](#).
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. [If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals.](#) The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

Delete Section 5-1.13C

Delete Section 5-1.13D

Replace the first paragraph of Section 5-1.20B(3) with:

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor. Unless otherwise specified by the Engineer in writing, all after-award PLACs are to be obtained by the Contractor.

Add to Section 5-1.20C:

Contractor is required to provide the following submittals to UPRR for review and coordination:

1. A Work Plan/Schedule for staging/operating equipment with potential to foul tracks,
2. A Work Plan for grading and placement of rip-rap on the UPRR right-of-way as proposed,
3. A Site Specific Track/Bridge Monitoring Plan to be implemented during pile driving and other activities that have the potential to shift track, initiate settlement or adversely affect railroad structures (compliant with monitoring requirements).
4. Refer to "Joint BNSF Railway and UPRR Guidelines for Railroad Grade Separation Projects" for additional submittals.

Replace Section 5-1.24 with:

5-1.24 CONSTRUCTION STAKING

5-1.24A General

The Contractor places stakes and marks under Chapter 12, "Construction Surveys," of the Caltrans *Survey Manual*.

The Contractor must perform construction staking as necessary to control the work, including but not limited to the UPRR Track and Bridge Monitoring Plan and the survey monitoring that goes with the plan. Furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to you at the pre-construction conference for use in performing the construction staking.

Preserve stakes and marks. If the stakes or marks are destroyed, the Contractor replaces them at no additional cost.

5-1.24A(1) Submittals

You must submit all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer prior to beginning work that requires their use.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the County.

5-1.24B Contractor Construction Surveys for Automated Machine Guidance

The Contractor shall set control points to a minimum of 0.07 foot local horizontal accuracy and third order vertical accuracy standards.

For slope stakes and rough grade stakes, the Contractor shall set 6 survey control points or 2 control points per mile, whichever is greater.

et slope stakes and rough grade stakes at:

1. Conform stations
2. Beginning and end of each alignment
3. Midpoint or every 200 feet, whichever is greater, on a curve
4. Every 500 feet on tangents

For final grade stakes, sets survey control points under Chapter 12, "Construction Surveys," Section 12.1-6, "Automated Machine Guidance (AMG)," and figure 12-2 of the Caltrans *Survey Manual*. Set final grade stakes at:

1. Conform stations
2. Beginning and end of each alignment
3. Midpoint or every 100 feet, whichever is greater, on a curve with a radius of 1,200 feet or less
4. Midpoint or every 200 feet, whichever is greater, on a curve with a radius of more than 1,200 feet
5. Every 200 feet on a tangent

Under Chapter 12, "Construction Surveys," of the Caltrans *Survey Manual*, provide (1) staking for intersections, clearing, fencing, drainage, curbs, structures, abutment fill, wall, and miscellaneous areas and (2) additional survey control or staking for earthwork in areas where global navigation satellite system (GNSS) coverage is inadequate for automated machine guidance.

5-1.24C CONSTRUCTION

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

5-1.24D PAYMENT

The County pays you for construction staking as follows:

1. A total of 90 percent of the item total over the life of the contract.
2. A total of 100 percent of the item total upon submission of final computations, notes and other data.

The contract lump sum price paid for construction staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing construction staking, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Replace Section 5-1.25 with:

5-1.25 AUTOMATED MACHINE GUIDANCE

5-1.25A General

You may use automated machine guidance (AMG) if the AMG meets or exceeds the staking tolerances described in Section 12.5, "Typical Caltrans-Furnished Construction Stakes," of the Caltrans *Survey Manual*.

You are responsible for determining whether the work and site conditions are practical for AMG use.

Furnish a GNSS rover compatible with your GNSS base station or the GNSS correction service you subscribe to.

At the preconstruction conference, be prepared to discuss survey control points, site and equipment calibration, inspection methods, conflict resolution, and staking.

5-1.25B Definitions

automated machine guidance (AMG): Technology that uses positioning devices, singly or in combination, such as global navigation satellite systems (GNSS), total stations, or rotating laser levels, to determine and control the real-time position of construction equipment using onboard computer equipment.

California Coordinate System of 1983 (CCS83): CCS83 as defined in Pub Res Code § 8801.

digital construction model (DCM): Three-dimensional model used by the Contractor's AMG equipment.

digital design model: Three-dimensional model consisting of roadway design alignments, profiles, and cross sections representing the finished grade.

digital terrain model: Three-dimensional model representing the original ground before job site activities start.

global navigation satellite system (GNSS): Satellite system used to pinpoint the geographic location of a user's receiver anywhere in the world. Two GNSS systems are in operation: the US GPS and the Russian Federation's GLONASS. Each of the GNSS systems uses a constellation of orbiting satellites working in conjunction with a network of ground stations.

GNSS base station: Single ground-based system consisting of a GNSS receiver, antenna, and telemetry equipment that provides differential GNSS correction signals to other GNSS receivers or rovers. Multiple base stations can be combined into a GNSS network.

GNSS correction service subscription: Subscription service to receive differential GNSS correction signals for higher accuracy GNSS positioning without the need of a GNSS base station. Signals are normally received via cellular wireless data services.

GNSS rover: Portable GNSS antenna, receiver, rod, and data collector with telemetry equipment for real-time point measurements.

grid: Cartesian coordinate system of Northing (y) and Easting (x) coordinates using CCS83.

robotic total station: Survey instrument capable of tracking an optical target and providing real-time coordinates of the target to the equipment operator and AMG equipment. A robotic total station unit can provide AMG if site conditions do not allow GNSS receivers to be used and if a higher accuracy is required than the GNSS provides.

site calibration or localization: Process that establishes the relationship between the observed control point coordinates and the site coordinate system, which is usually grid. The term applies to both GNSS and robotic total station equipment.

5-1.25C Electronic Files

Electronic design files include:

1. Digital terrain model in LandXML format
2. Roadway design alignments and profiles in LandXML format
3. Cross sections in PDF format

The County makes electronic design files available as supplemental project information.

You must create the digital construction models.

Convert the electronic design files to a format compatible with your AMG system. Manipulation of the electronic design files is at your own risk.

Submit copies of the digital construction model files and any updates to them in LandXML format.

Digital design model information may not exist for contour grading and some drainage areas. The Engineer places stakes for these areas.

The Engineer provides you with updated electronic data whenever the Engineer determines a plan change materially affects the finished grade. For minor grade changes, the Contractor places stakes and marks.

5-1.25D Quality Control Plan

Submit an AMG QC plan at least 15 days before starting work requiring AMG. The plan must include the following information:

1. Contract number
2. Name and contact information of the AMG QC technician
3. Limits of the area for which the AMG will be used
4. Scope of work to be completed using AMG for the following work categories:
 - 4.1. Clearing and grubbing
 - 4.2. Earthwork
 - 4.3. Trench excavation
 - 4.4. Rough grading
 - 4.5. Subgrade
 - 4.6. Subbase
 - 4.7. Base
 - 4.8. Curb and gutter
 - 4.9. Cold planning or milling existing pavement
 - 4.10. Paving
 - 4.11. Intelligent compaction
 - 4.12. Concrete barrier
 - 4.13. Finishing roadway
5. Project control plan sheet detailing control points covering the job site
6. List of GNSS equipment, including:
 - 6.1. Type
 - 6.2. Manufacturer
 - 6.3. Model
 - 6.4. Software version
7. Description of GNSS site calibration or localization checking, including:
 - 7.1. List of equipment requiring calibration or localization checking
 - 7.2. Site calibration or localization procedures
 - 7.3. Frequency of calibration or localization
 - 7.4. Format for recording calibrations or localizations, including:
 - 7.4.1. Date
 - 7.4.2. Locations where calibration or localization was performed
 - 7.4.3. GNSS equipment manufacturer and model
 - 7.4.4. Range of required tolerance
 - 7.4.5. Name and signature of the person performing calibration or localization
 - 7.5. Reporting time for submitting records of calibration or localization
8. Description of daily GNSS equipment or robotic total station equipment check-testing procedures, including the format for recording daily check testing
9. List of AMG onboard computer equipment, including:
 - 9.1. Type
 - 9.2. Manufacturer
 - 9.3. Software version
 - 9.4. List of AMG-controlled equipment, including:
 - 9.4.1. Type, such as loader or grader
 - 9.4.2. Manufacturer
 - 9.4.3. Model
10. Procedures for AMG-controlled equipment calibration, including:
 - 10.1. Description of equipment calibration procedures

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- 10.2. Frequency of calibration
 - 10.3. Format for recording calibration information
 11. Electronic data file control, including:
 - 11.1. Name and contact information of the person responsible for the electronic files
 - 11.2. DCM file-naming convention
 - 11.3. Description of the process that will be used to upload the DCM to the AMG equipment
 - 11.4. Description of the process that will be used whenever updated DCM files are required to be uploaded to the AMG equipment

If QC procedures or personnel change, submit a QC plan supplement describing the change.

5-1.25E Quality Control Technician

During AMG activities, provide a QC technician to be responsible for:

1. GNSS site calibration or localization and upload to all GNSS receivers
2. Maintenance of GNSS and AMG equipment
3. Documentation of the calibration or localization and maintenance of GNSS equipment
4. Daily calibration and documentation of AMG equipment
5. Daily setup and takedown of GNSS and robotic total station components

5-1.25F Just-in-Time Training

Provide at least 8 hours of JIT training on the GNSS rover for up to 3 County employees. Provide training materials and equipment.

The JIT training must cover the following topics:

1. Background information for the GNSS to be used
2. Setup and calibration checks for:
 - 2.1. GNSS receiver
 - 2.2. GNSS base station
 - 2.3. GNSS rovers
 - 2.4. Machinery
3. Operation of the GNSS rover, including:
 - 3.1. Setup data collection
 - 3.2. Settings for alignments and profiles
 - 3.3. Onboard display options
4. Demonstration of grade checking using the rover

5-1.25G Construction

5-1.25G(1) General

If you find a discrepancy in any survey control point, survey stake, or in the electronic data provided, immediately, submit an RFI.

5-1.25G(2) GNSS Site Calibration or Localization

Perform GNSS site calibration or localization to the survey control points at least 5 business days before starting work requiring AMG.

Check each survey control point for accuracy. Submit the GNSS site calibration or localization results within 1 business day of the calibration or localization testing. Allow 3 business days for the review of the results

5-1.25G(3) GNSS Check Testing

Before starting daily work requiring AMG, conduct check testing for the proper setup of the GNSS or robotic total station equipment. Ensure the GNSS or robotic total station equipment achieves accuracies within:

1. 0.10 foot in both horizontal and vertical directions for rough grading
2. 0.05 foot in horizontal directions and 0.02 foot in vertical directions for final grades

Before starting daily production, conduct check testing of the AMG equipment and the GNSS rovers.

Within 1 business day after check testing, submit the check-testing results as informational submittals.

5-1.25G(4) Grade Verification

If requested, provide a GNSS rover and personnel to operate it for the Engineer's use in verifying grades. This is Supplemental Job Order work.

Replace Section 5-1.26 with:

5-1.26 GRADE QUALITY CONTROL

Use a GNSS rover, robotic total station equipment, or a level to check the grades at the frequencies shown in the following table:

Grade Checking Requirements

Type of work	Area or distance represented by the grade checking	Frequency (number of grade points)
Earthwork for cut and fill slopes ≤ 15 feet	200 feet	2
Earthwork for cut and fill slopes > 15 feet	1,000 sq yd	1
Rough grading	1,000 sq yd	1
Trenching	100 feet	6
Subgrade	1 mi	30
Subbase layer	1 mi	50
Base layer	1 mi	100
Curb and gutter	100 feet	6
Concrete barrier	100 feet	5
Finishing roadway	1,000 sq yd	2

Increase the frequency of grade checking of a roadway:

1. Wherever its curve radius is 500 feet or less
2. In areas of a superelevation transition
3. At intersections

Notify the Engineer when an area is ready for line and grade inspection. Submit the grade checking results on a Grade Checking Report form as an informational submittal.

Replace Section 5-1.27E with:

Maintain separate records for Supplemental Job Order work costs.

Supplemental Job Order bills shall be submitted hard copy and shall adhere to Section 5-1.23 "Submittals" of the Standard Specifications.

Replace Section 5-1.32 with:

The Contractor shall confine his operations to designated property, road rights-of-way, existing easements, or as identified and designated on the Plans. Any encroachment onto lands outside of these aforementioned areas will require the contractor to supply, in writing, an agreement which shows a right-of-entry, temporary construction easement, proof of ownership or other form of right to use such land(s) PRIOR to the encroachment or use of such lands. Contractor shall also acknowledge, understand and comply with the limitations of activities relating to the approved CEQA and NEPA environmental documents which may

limit scope of impacts. Failure to comply with the provisions for construction limits shall result in the immediate suspension of all work until the provisions have been met.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add the following between the 2nd and 3rd paragraphs of Section 5-1.36C(3):

Contractor should be aware there are utilities to be relocated that may affect work.

The utility owner will relocate a utility as shown in tables provided on a Job Order by Job Order basis, before the corresponding date shown:

Replace Section 5-1.40 with:

5-1.40 PROTECTION FROM VANDALISM

The Contractor is responsible for the protection of the entire jobsite, including protecting the fresh concrete against vandalism and damage. Any damaged concrete will be repaired or replaced as determined by the Engineer. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

Add the following to the end of Section 5-1.43A:

Potential claim forms are located on the Caltrans' website: <https://dot.ca.gov/programs/construction>

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the Contractor to the County.

Replace Section 5-1.43(E) with:

5-1.43E(1) General

Your use of the claims resolution process available in Pub Contract Code § 9204 (and set forth in Section 5-1.43E(2)) shall not satisfy or otherwise excuse your compliance with the potential claims and dispute resolution procedures set forth in Section 5-1.43.

Add to 5-1.43E(2) the following Public Contract Code Section 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) “Public entity” shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
 - (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 - (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

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- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to

have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Add the following to the end of Section 5-1.43E(3):

5-1.46E(3)(e) Dispute Resolution Board Agreement

DISPUTE RESOLUTION BOARD AGREEMENT

(REV 8/14/2013)

_____ Contract No. _____
(Contract Identification)

THIS DISPUTE RESOLUTION BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the County of Tehama, acting through the Department of Public Works and the Public Works Director, hereinafter called the "COUNTY," _____ hereinafter called the "CONTRACTOR," and the Dispute Resolution Board, hereinafter called the "DRB" consisting of the following members:

_____,
(DRB Member)

_____,
(DRB Member)

and _____
(DRB Chairperson)

WITNESSETH, that

WHEREAS, the COUNTY and the CONTRACTOR, hereinafter called the "parties," are now engaged in construction under the 2024 Job Order Contracting Program referenced above; and

WHEREAS, the Standard Specifications for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the COUNTY, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the COUNTY, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The DRB is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRB shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRB shall perform the services necessary to participate in the DRB's actions as designated in Section III, Scope of Work.

SECTION II DRB QUALIFICATIONS

DRB members shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Resolution Board Foundation. Candidates shall have substantial experience in or directly related to public works heavy highway construction projects with or on behalf of federal, state or local government agencies, particularly Caltrans.

Experience shall be a minimum of 10 years in any combination of the following:

- a) Supervisor, manager, or executive in public works heavy highway construction contracts with emphasis in resolution of disputes arising out of said contracts.

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- b) Attorney representing parties in litigating or arbitrating public works heavy highway construction contract claims.
 - c) Judge or arbitrator adjudicating or otherwise resolving public works heavy highway construction contract claims.

No DRB member shall have prior direct involvement in this contract. No DRB member shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRBs and DRAs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRB members shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

SECTION III SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. PROCEDURES

The DRB shall establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRB established procedures shall only be implemented upon approval of the parties.

The DRB Chairperson shall schedule progress and dispute meetings and any other DRB activities.

The parties shall not call on any of the DRB members, who served on this contract, as a witness in arbitration proceedings, which may arise from this contract.

DRB members shall have no claim against the COUNTY or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRB's opinions.

During progress or dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties. Discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

B. PROGRESS MEETINGS

DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Scheduled progress meetings may be waived, if the parties are in agreement, when the only work remaining is plant establishment work. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the COUNTY's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.

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4. An outline by the COUNTY's representative of the status of the work as the COUNTY views it.
 5. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
 6. A brief description by the CONTRACTOR's and the COUNTY's representative of potential claims and disputes that have surfaced since the last meeting.
 7. A summary by the COUNTY's representative, the CONTRACTOR's representative, or the DRB of the status of past potential claims and disputes.

The COUNTY's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

C. DISPUTE MEETING

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

Either the COUNTY or the CONTRACTOR may request a dispute meeting with the DRB. The requesting party shall simultaneously notify the other party of each dispute meeting request. Upon being notified of the need for a dispute meeting, the DRB shall review and consider the dispute. The DRB shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

No DRB dispute meeting shall take place later than 30 days prior to acceptance of the contract.

There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

The DRB, with approval of the parties, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved Supplemental Job Order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRB may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRB shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRB questions and requests.

There shall be no testimony under oath or cross-examination, during DRB dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with the procedures established at the first meeting between the DRB and the parties. These established procedures need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by two or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB shall make every effort to reach a unanimous decision.

1. TRADITIONAL DISPUTE MEETING:

The following procedure shall be used for the traditional dispute meeting:

- a. Within 21 days after receiving the COUNTY's written response to the CONTRACTOR's supplemental potential claim record, the CONTRACTOR shall refer the dispute to the DRB if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRB, simultaneously copied to the COUNTY. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. The parties shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- c. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties.
- d. The DRB may request clarifying information of either party within 10 days after the dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request.
- e. The DRB shall furnish a written report to the parties with its conclusion(s) and recommendation(s). The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of the parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the dispute, and the DRB's interpretation and reasoning in arriving at its conclusion(s) and recommendation(s) and, if appropriate, recommends guidelines for determining compensation. The DRB's written opinion shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.
- f. Within 30 days after receiving the DRB's report, the parties shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or a written response requesting the DRB reconsider their recommendation, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- g. Either party may seek a reconsideration of the DRB's recommendation. The DRB shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 30 day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.

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- h. If the parties are able to settle their dispute with the aid of the DRB's report, the COUNTY and the CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the settlement, either party may request the DRB to make a recommendation regarding compensation.

2. INFORMAL DISPUTE MEETING

An informal dispute meeting shall be convened, only if, the parties and the DRB agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

- a. The parties shall furnish the DRB with one copy of pertinent documents requested by the DRB that are or may become necessary for the DRB to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRB.
- b. After the dispute meeting has concluded, the DRB members shall deliberate in private the same day until a response to the parties is reached or as otherwise agreed to by the parties.
- c. The DRB then verbally delivers its recommendation with findings, including minority opinion, if any, to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRB may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRB may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRB's opinion, the COUNTY and the CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRB will not be bound by its verbal recommendation in the event that a dispute is later heard by the DRB in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.15C, "Dispute Resolution Board," of the Standard Specifications or subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

SECTION IV TIME FOR BEGINNING AND COMPLETION

DRB members shall not begin work under the terms of this AGREEMENT, until authorized in writing by the COUNTY or as agreed to by the parties. Once established, the DRB shall be in operation until the Director accepts the contract. If the contract is terminated in accordance with Section 8-1.08, "Termination of Control," of the Standard Specifications, the DRB will be dissolved.

SECTION V PAYMENT

Each DRB member shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at start of project, or a scheduled progress or a dispute meeting. A member serving on more than one COUNTY DRB or DRA, regardless of the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB member to review and research activities outside the official DRB meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRB, has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The COUNTY will provide administrative services such as conference facilities to the DRB.

A. PAYMENT PROCESSING

The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by each DRB member, and technical services.

DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the COUNTY and the CONTRACTOR.

B. INSPECTION OF COSTS RECORDS

DRB members and the CONTRACTOR shall keep available for inspection by representatives of the COUNTY and the United States federal government, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VI ASSIGNMENT OF TASKS OF WORK

DRB members shall not assign the work of this AGREEMENT.

SECTION VII TERMINATION OF A DRB MEMBER

DRB members may resign after providing not less than 15 days written notice of their resignation to the COUNTY and the CONTRACTOR. A DRB member may be terminated, by either party, for failing to comply at all times with all required employment or financial disclosure conditions of DRB membership in conformance with the terms of the contract and this AGREEMENT.

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

- A. The COUNTY may terminate service of the COUNTY appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the COUNTY and Contractor appointed members for the removal of the third member.
- D. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the 2 parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Resolution Board Agreement shall be amended to reflect the change of a DRB member.

Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and DRB members.

SECTION VIII LEGAL RELATIONS

The parties hereto mutually understand and agree that each DRB member in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the COUNTY, the parties shall jointly indemnify and hold harmless the DRB members from and

against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION IX CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION X DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved in a court of competent jurisdiction within the County of Tehama.

SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

SECTION XII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB that do not become part of the project records.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIII CERTIFICATION OF CONTRACTOR, DRB, AND COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

DRB MEMBER

By: _____

By: _____

Title: _____

Title: _____

DRB CHAIRPERSON

By : _____

Title : _____

CONTRACTOR

DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

Replace Section 5-1.48 with:

5-1.48 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM

5-1.48A General

The Engineer and Contractor shall utilize Virtual Project Manager (<http://www.virtual-pm.com/>), herein after called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is an electronic project management system accessible through the Internet browser used to create, share, and review construction management documentation; there is no software to install. VPM is provided by the Engineer at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, Engineer, and any of Engineer's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

The Contractor shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. The Contractor shall utilize the existing forms in VPM to the maximum extent possible. If a form does not exist in VPM the Contractor must include their own form or a form provided by the Engineer as an attachment to a submittal, Request for Information (RFI), or other document within VPM. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

Contractor shall provide a list of key VPM personnel for the Engineer's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The Engineer is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

In addition, The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner.

5-1.48B Project Summary

The project summary tab provides an overall summary of the project. It includes the current weather, the working days remaining and a summary of work for the past week. The summary of work is generated from the County's project inspector and the daily logs. This tab is for information only and the Contractor shall not take any action here.

5-1.48C Task Manager

The project schedule the Contractor submits is converted into a format that is uploaded by the Engineer into the task manager tab. The Contractor is responsible for providing schedule updates to the Engineer whenever the work progress in a manner different than the approved schedule.

5-1.48D Change Order Manager

The change order manager tab shall be used to track project change orders. Any potential change orders shall be tracked as a RFI in the RFI tab. Once the Engineer agrees that a RFI will result in a contract change order, a new contract change order shall be created by the Engineer in the change order manager tab. The Engineer will finalize the contract change order through this tab.

5-1.48E Transmittals

The transmittal tab shall be used to communicate general project information amongst all parties as well as used by the Contractor in the submission of certified payroll reports. The Engineer will upload the project-specific information including: bid documents, conformed plans, conformed specifications and the Notice to Proceed to the transmittal tab.

The Contractor shall submit certified payroll reports on a weekly basis through the transmittal tab. Each week shall have a separate transmittal where all the certified payroll reports and statements of non-performance for each contractor shall be posted.

5-1.48F Submittals

All submittals shall be submitted through the submittal tab. The preferred document type is PDF.

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All submittals shall be generated from the prime contractor and any submittals that are uploaded by subcontractors or suppliers will not be reviewed. Contractor shall carefully review all subcontractor and suppliers submittals before submitting it to the Engineer for review. If a submittal contains extraneous information, unmarked options or is otherwise incomplete, it will be rejected and the Contractor shall make corrections and upload the resubmittal. Any resubmittal shall be made to the same transmittal item in VPM.

Submittals shall be processed by the Engineer within ten working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique title that is comprised of the item followed by a comma and the section of the specifications that reference the item (e.g. Minor Concrete, Section 90-2). The submittal type shall either be project materials or project information. The submittal description shall be used to identify any pertinent information or list a description of the item being submitted.

Certificates of compliance shall be submitted through the submittal tab. The submittal type shall be "certificate of compliance".

The Contractor shall submit progress invoices on the last working day of the month through the transmittal tab (select “progress invoice” for the type). The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign. The Contractor shall sign in blue ink and upload the signed invoice to the same transmittal where the Engineer will then process for payment.

5-1.48G Request for information (RFI)

The RFI tab shall be used to request information from the Contractor to the Engineer. The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The RFI type for this submittal shall be “Request for Information.” The Engineer will also utilize the RFI tab in a similar manner when there is a question for the Contractor; this RFI type shall be “Response Required.”

The Engineer will respond to a RFI submitted by the Contractor within five days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer’s response by submitting a claim in accordance with Section 5-1.43 “Potential Claims and Dispute Resolution” of the Standard Specifications.

If the Engineer states the RFI leads to a change in scope, change in conditions, differing site conditions or extra work; a contract change order will be issued.

5-1.48H Daily Logs

The daily log tab is used by the County to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab.

5-1.48I Weekly Statement of Working Days (WSWD)

The weekly statement of working days will be posted to the WSWD tab. VPM automatically generates the WSWD from the information entered into the daily log tab. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week.

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer’s response by submitting a claim in accordance with Section 5-1.43 “Potential Claims and Dispute Resolution” of the Standard Specifications.

END OF SECTION

6 CONTROL OF MATERIAL

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable

for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0

-
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
 4. Is free of possible contaminants identified in the local material plan
 5. Complies with the RWQCB's basin plan for the job site location
 6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is Supplemental Job Order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufacturing includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1. Polyvinylchloride
 - 2.2. Composite building materials
 - 2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Replace Section 6-2.01A with:

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

Quality assurance includes sampling, testing, and inspections performed under your QAP to (1) control material quality and (2) ensure the specified quality characteristics for the project are met. Allow the Department to record, including photograph and video record, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Department performs if they are available at the job site.

Schedule work to allow time for QAP.

The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies you of a retest, furnish resources for retesting.

For a material specified to comply with a State Specification number, the material may comply with a later version of the specification. Obtain State Specifications from METS.

For a material to comply with a property show in the following table, the Department tests under the corresponding test methods shown:

Table 1: Typical Test Methods

PROPERTY	TEST METHOD
Relative Compaction	ASTM D2922 and D3017
Sand Equivalent	CT 217
Resistance (R-Value)	CT 301
Grading (sieve analysis)	CT 202
Durability Index	CT 229

Add to the end of Section 6-2.01C:

The Department adopts Caltrans's maintained Pre-Qualified Products List (Authorized Materials List) for various construction materials, which can be found at:

<https://dot.ca.gov/programs/engineering-services/authorized-materials-lists>.

Materials may be used or specified to be on this maintained list. The Engineer shall not be precluded from sampling and testing products on the Pre-Qualified Products List.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for each type of material supplied that applies to this list.

For those categories of materials included on the Pre-Qualified Products List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the Pre-Qualified Products List if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

Replace the third paragraph in Section 6-2.01E with:

For the inspection request form and the procedure for its submittal, go to the Caltrans METS website. Notify the Engineer of each submittal.

Replace the third paragraph in Section 6-2.01F with:

Submit material to be tested with a Sample Identification Card. For the card, go to the Caltrans METS website.

END OF SECTION

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add the following at the end of Section 7-1.02K(2):

Job Orders must comply with the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations, as applicable.

The minimum wage rates for the Director of the California Department of Industrial Relations can be found at:

<http://www.dir.ca.gov/DLSR/PWD/index.htm>

The Department does not utilize a Labor Compliance Plan, and therefore California Labor Code 1771.6 shall apply to this project.

Replace the 4th paragraph in Section 7-1.02K(3) with:

The Department allows the use of a form with identical wording as the Statement of Compliance form available at the Caltrans website.

Replace paragraphs 6 through 10 in Section 7-1.02K(3) with:

Electronic submittals of certified payroll records will not be accepted. Submittals shall be original hard copies of required documents. Submittal of payroll records shall continue to be submitted on a weekly basis as specified in the Standard Specifications.

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: “low,” “moderate,” “high,” “very high,”

“extreme.” Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for “fire weather watches” and “red flag warnings” covering the project’s locations.

If the fire danger rating is “very high” or a “fire weather watch” is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is “extreme” or a “red flag warning” is issued, take the precautions specified for a “very high” fire danger rating or a “fire weather watch” issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Replace the 11th paragraph in Section 7-1.04 with:

Cover signs that direct traffic to a closed area. All work related to covering, maintaining and removing sign covers on all signs shall not be Supplemental Job Order work, but shall be included in the Job Order Price Proposal and no additional compensation will be allowed therefor.

Replace Section 7-1.05 with:

You must defend, indemnify, and save harmless the County of Tehama, including its officers, employees, and agents, from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.05 “Claims”) arising out of or in connection with your performance of this Contract for:

4. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the State, or any other contractor; and
5. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

You must, at your own expense, defend any suit or action founded upon a claim of the foregoing.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the County. You are not obligated to indemnify the County for Claims arising from conduct delineated in Civil Code § 2782 and for Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires you to maintain existing highway facilities and the Claim arises from your failure to maintain. Your defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by you that occurred during the

course of the work. Any inspection of the work by the Department is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within 30 days to the tender of any Claim for defense and indemnity by the County, unless this time has been extended by the County. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the County reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against the County, its officers, employees, or agents.

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

Add the following at the end of Section 7-1.06F:

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include **“Tehama County, its elected officials, officers, employees and volunteers”** as an additional insured.

The certificate holder shall be “County of Tehama.”

Replace section 7-1.11B with:
7-1.11B FHWA-1273

Attached below for ease of use and can also be found at:
<https://www.fhwa.dot.gov/construction/cqit/form1273.cfm>

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WH/D/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in §5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 48 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 48 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 48 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 48 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

END OF SECTION

8 PROSECUTION AND PROGRESS

Add to the end of Section 8-1.01A

Whenever you change the normal agreed-to hours of work you must provide 24-hour notice to the Engineer. The Engineer may or may not approve such a change. If the change is not approved any work you perform outside the normal hours of work will be subject to rejection.

Normal hours of work fall between 7:00 A.M. and 5:00 P.M. Monday through Friday excluding holidays. Obtain approval from the Engineer for any work between the hours of 5:00 P.M. and 7:00 A.M.

Contractor shall adhere to "Level 1 Critical Path Method Schedule" provisions in Section 8-1.02B of the Standard Specifications.

Replace the table in the 2nd paragraph of 8-1.03 with:

Table 2: Preconstruction Topic Table

TOPICS	DOCUMENT OR DESCRIPTION
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE	Final utilization reports and other requirements
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used form
Materials on hand	Request for Payment for Materials on Hand form
Measurements	--
Landscape Materials	Material changes
Quality control	QC plans and protocol
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days form
Subcontracting	Subcontracting Request form
Surveying	Survey Request form
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Project Limits/ Adjacent Properties	--
Water pollution control	SWPPP or WPCP
Weight limitations	
Work restrictions	PLACs (Permits, License, Approvals, and Certificates)
Record drawings	--
Action submittals	--

Replace Section 8-1.04B with:

Start job site activities on the date specified in the Notice to Proceed.

All contract documents must be satisfactorily executed as described in Section 3-1.18, "Contract Execution" prior to issuance of the Notice to Proceed.

Contract time will start after the issuance of the Notice to Proceed and the first charged working day will be THE EARLIER OF EITHER the start of job site activities, OR 15 calendar days after the issuance of the Notice to Proceed. Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location. The Department does not adjust contract time for starting before the 1st working day.

Contractor is encouraged to start the pre-construction submittal and approval process after the issuance of the Notice of Award.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. CPM baseline schedule
2. Contractor-Supplied Biologist
3. Biological Resource Information Program
4. SWPPP

If the submittals for Contractor-supplied biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locate utilities.

Do not start other job site activities until all the submittals from the above list are received and authorized and the following information is received by the Engineer:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

Add the following to the 2nd paragraph of Section 8-1.05 with:

This work shall be diligently prosecuted to completion before the expiration of 115 working days after the date provided in Section 8-1.04B.

Add the following to the end of Section 8-1.06:

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

END OF SECTION

9 PAYMENT

Add to the end of Section 9-1.02D:

This section will not be used unless the Engineer deems necessary to determine water weight of material.

Replace the 11th and 12th paragraphs of Section 9-1.03 with:

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress payments
2. After-acceptance payment except for claims

Pursuant to Public Contract Code § 20104.50, for these payments, interest starts to accrue 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract.

Replace Section 9-1.07 with:

The Department will not adjust payment of HMA, tack coat, asphalt emulsions, bituminous seals, asphalt binders, and modified asphalt binders due to crude oil price index fluctuations.

Add to the list in the 1st paragraph of Section 9-1.16A:

1. Retention

Replace Section 9-1.16D(2) with:

The Department makes partial payments for Mobilization costs which shall adhere to Public Contract Code § 10264 as follows and not to exceed the following:

- When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
- When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

The adjustment provisions in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications and the retention of payment provisions in Section 9-1.16F “Retentions” shall not apply to the contract lump sum item of mobilization.

When other contract bid item(s) are adjusted as provided in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications, if the costs applicable to an item of work include mobilization costs, those mobilization costs will be deemed to have been recovered by the Contractor by the payments made for mobilization, and will be excluded from consideration in determining compensation under said Section 4-1.05.

If the Contract does not include a mobilization bid item, mobilization is included in the payment of the various bid items involved.

Replace the 2nd paragraph in Section 9-1.16E(2) with:

The Engineer determines the percent of the working days elapsed by dividing the total days to date by the Contract working days and converting the quotient to a percentage.

Replace Section 9-1.16F with:

The County does not retain moneys from progress payments due to the Contractor for work performed. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract. (see also Appendix C: Prompt Progress Payment)

For federally funded projects, Section 9-1.16F(1), "Prompt Payment of Funds Withheld to Subcontractors" of these Special Provisions shall apply.

9-1.16F(1) Prompt Payment Of Funds Withheld To Subcontractors

No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. **9-1.16F(2) Prompt Progress Payment To Subcontractors**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

All unresolved claims shall be resolved in a court of competent jurisdiction located in the County of Tehama. Any reference in the Standard Specifications to arbitration shall be deemed to refer to such litigation in a court of competent jurisdiction

END OF SECTION

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace *Reserved* in Section 10-1.02A with the following:

10-1.02A General

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

Replace *Reserved* in section 10-1.03 with:

No Changes to this section

END OF SECTION

11 WELDING

No Changes to this section.

END OF SECTION

12 TEMPORARY TRAFFIC CONTROL

12-3.11B(5)(a) General

Not Used

12-3.11B(5)(b) Construction Project Funding Identification Signs

Construction project funding identification C47 B(CA) sign must comply with the policy for construction funding identification signs in section 6F.109(CA) of the *California MUTCD* and as directed.

Sign must be mounted on wood posts complying with section 82-3.

Sign panels must be framed, single-sheet, aluminum panels complying with section 82-2.

Background on the sign must be Type XI retroreflective sheeting. Type XI retroreflective sheeting must be on the Authorized Material List for signing and delineation materials.

Legend must be retroreflective except for nonreflective black letters and numerals.

Legend for the types of funding on a construction project funding sign must read as follows and in the following order:

1. *FEDERAL HIGHWAY TRUST FUNDS*

Engineer provides the year of completion for the legend on the sign. Install a sign overlay for the year of completion within 15 days of notification.

12-3.11C(3)(a) General

Not Used

12-3.11C(3)(b) Construction Project Funding Identification Signs

Install 4 48 x 30 inch construction project funding identification signs (2 per bridge) at the locations determined by the Engineer before starting major work activities visible to roadway users.

Dispose of construction project funding identification signs upon completion of the project if authorized.

Add to section 12-3.11D:

Payment for Construction Area signs used for the detour will be paid for as Construction Area Signs.

Add to section 12-4.01C:

No Changes to this section.

Add between the 3rd and 4th paragraph of Section 12-4.02A(3)(c):

Based on the Engineer's review, additional materials, equipment, workers, or time to complete operations from that specified in the contingency plan may be required.

Provide a general time-scaled logic diagram displaying the major activities and sequence of planned operations that comply with the requirements of section 12-4.03. For each operation, identify the critical event when the contingency plan will be activated.

Add to section 12-4.02D:

Payment for traffic control systems used for the detour will be paid for equally across both locations and paid as Traffic Control Systems.

END OF SECTION

13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. installation and removal of diversions
2. installation and removal of cofferdams
3. all other in water work

Add between the 4th and 5th paragraphs of section 13-1.01D(5)(b):

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives			
Quality characteristic	Test method	Detection limit (min)	Requirement
Turbidity during activities for in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	15 above natural background
Turbidity during activities excluding in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	1. Where natural turbidity is less than 1 NTU, increases must not exceed 2 NTU. 2. Where natural turbidity is from 1 to 5 NTUs, increases must not exceed 1 NTU. 3. Where natural turbidity is from 5 to 50 NTUs, increases must not exceed 20 percent. 4. Where natural turbidity is from 50 to 100 NTUs, increases must not exceed 10 NTUs. 5. Where natural turbidity is greater than 100 NTUs, increases must not exceed 10 percent.
Settleable material (ml/L)	Observed	--	Greater than 0.1 ml/L

Add to the end of section 13-3.01A:

This project's risk level is 2.

Replace "100 feet" in the last paragraph of section 13-4.03C(1) with:

150 feet

Add to the last paragraph of section 13-4.03C(1):

Refueling of equipment or storage of hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other potentially hazardous substances within the floodplain or within 300 feet of the waterway is prohibited.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

The TCDS must fit within the APE and TCE limits.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Submit a certificate of compliance for:

1. pipe material
2. gravel shape, gradation
3. plastic sheeting

Within three (3) working days following completion of work in water or diversions, an in-water Work/Diversions Water Quality Monitoring Report must be submitted to the Central Valley Regional Water Quality Control Board.

13-12.01C(1) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
11. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
12. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.
13. Duration of the diversion activities.
14. Water Quality monitoring to be conducted.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDSP.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714

5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.02F Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02G Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS. The water must be pumped to a portable tank, truck, or and adjacent upland area where the water cannot return to the creek.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02H Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from June 1 to October 15. If the work cannot be completed during the initial restricted time period, remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after June 1 of the following year. No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original condition.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with gravel. Maintain the original line and grade of the creek bed.

13-12.04 PAYMENT

Not Used

14 ENVIRONMENTAL STEWARDSHIP

An ESA may exist on projects under this contract.

Before starting job site activities, if such ESA is in place, Contractors must install temporary high-visibility fence and silt fence to protect the ESA and mark its boundaries.

Access to an ESA other than that described is prohibited.

Add to Section 14-2.03A:

If human remains are encountered, construction activities within 60 feet of discovery shall be stopped and redirected away from discovery and Tehama County Coroner notified. An evaluation of human remains shall occur and if determined they are of American Native origin the Native American Heritage Commission shall be notified so a Native American Most Likely Descendent (MLD) can inspect the site and remains. A report shall be prepared and submitted to Tehama County and Northwest Information Center documenting the finding, methods of identification, and recommendations for the treatment of the remains.

Add to the 1st paragraph of section 14-6.03A:

Projects may be within or near habitat for the regulated species shown in the following table:

Regulated Species

Salmon
Steelhead
Western Spadefoot
Western Pond Turtle
Roosting Bats
Migratory Birds
Swainson's Hawk
White-tailed Kite

Replace item 1 in the 2nd paragraph of section 14-6.03A with:

1. Stop all work within a 500-foot radius of the discovery.

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to August 31.

Replace item 1 in the list in the 6th paragraph of section 14-6.03B with:

1. Stop all work within a 500-foot radius of the discovery.

Add to section 14-6.03C:

Regulated fish and other aquatic species may potentially be adjacent project sites

If water is present during the work period, in-water construction activities can be undertaken only if: 1) the water temperature equals or exceeds 25°C, and 2) an anadromous/native fish survey is completed by a qualified biologist at the outset of each day that in-water work occurs.

Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both
2. Provide a Contractor-supplied biologist to relocate the fish if relocation is allowed

Capture methods may include fish landing nets, dip nets, buckets and by hand. Capture aquatic life must be released immediately in the closest body of water adjacent to the work site, identified by the biologist and authorized by the Engineer. The biologist must possess a valid Scientific Collecting Permit, per CDFW regulations, for the removal and relocation of any organism during dewatering activities.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be 0.25-inch stretched mesh.

Exclude fish from the work area in the following sequence:

1. Install exclusion materials and remove as many fish as possible
2. Install a cofferdam or water bypass
3. Gradually dewater the work area
4. Remove the remaining fish using one or a combination of seining, baited minnow traps, and dip net and hand removal

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed 0.33 feet per second.

Add to section 14-6.03D(1):

The biologist must possess a valid Scientific Collecting Permit for the removal and relocation of any organism during dewatering activities.

Within 30 days before starting job site activities, submit protocols for species protection surveys. Use protocols required in the PLACs.

Survey the job site for regulated species and submit a preconstruction survey report within 3 days before starting work or vegetation removal.

Conduct a nesting bird survey of the project area within 14 days of the start of construction.

Contractor supplied biologist must be onsite if dewatering a live stream.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed

Submit an initial monitoring report as an informational submittal within 12 hours after starting ground-disturbing activities.

Submit a biological resource incident report within 24 hours of the incident.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource PLAC
2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit an annual monitoring report no later than January 15 during each year of construction.

The annual monitoring report must include:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Submit a final monitoring report no later than 20 days after completion of the project. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Replace *Reserved* in section 14-6.03D(3) with:

On a Job Order by Job Order basis, if requested, contractors must prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program must include:

1. Identification of the job site, ESAs, and species protection areas
2. Description of the regulated species and its general ecology
3. Description of habitats used by the regulated species and their locations
4. Requirements for protecting regulated species
5. Definition and consequences of take of regulated species

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6. Response plan for encounters with the regulated species or a species that looks like one
 7. Permit requirements for touching or moving a regulated species
 8. Requirements for species protection
 9. Description of avoidance and minimization measures
 10. Handout materials about the regulated species, its habitats, and species protection measures

A Contractor-supplied biologist must develop the program and present the biological resource training.

Submit an outline of your program within 7 days after Contract approval. If the submittal is rejected, submit a revised outline within 7 days of receiving the rejection.

Allow 15 days for the Department's review of your outline of the program.

Notify the Engineer at least 7 days before the 1st training session. Submit an attendance list with the printed and signed name of each attendee within 2 business days after each session. Submit a separate attendance list for each subsequent training session for new personnel.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than 30 minutes.

Provide a handout that describes the regulated species, their habitats, and protection measures as listed in species protection or in PLACs.

Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

Replace RESERVED in section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes

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7. Tractors
 8. Trailers
 9. Dump trucks
 10. Waders

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within project limits, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
 - 1.1. At a temperature of 140 degrees F
 - 1.2. With a minimum nozzle pressure of 2,500 psi
 - 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
 - 2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
 - 2.2 Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
 - 2.3 Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace *Reserved* in section 14-6.06 with:

14-6.06 BAT AND BIRD EXCLUSION DEVICES

14-6.06A General

14-6.06A(1) Summary

Section 14-6.06 includes specifications for exclusion devices to prevent:

1. Roosting of bats.
2. Nesting of migratory birds and nongame birds.

Use exclusion devices at the following locations:

1. Temporary structures required to construct the project
2. Areas identified during the pre-construction survey for nesting of migratory and nongame birds
3. Areas listed in the PLAC.
4. Existing bridges

14-6.06A(2) Definitions

temporary structure: Protective covers, falsework, scaffolding, or similar components required to construct the project

nesting season: The dates the Department anticipates nesting or attempted nesting. Comply with Section 14-6.03B.

day roost: A roost site that bats utilize during daylight hours for resting and pup rearing including abutment joints, span hinge joints, bent joints, bridge cavities, deck drains and any access or openings to cells of box girders. Day roosting occurs April 1 through September 15.

night roost: A roost site bats use during hours of darkness for resting including any portion of a structure or components of that structure.

continuous construction presence: Actual construction activity or personnel presence, or equivalent construction noise of at least 85 dBA hourly average measured from the source to the receptor no fewer than 5 days each week for at least 8 daylight hours per day.

14-6.06A(3) Submittals

Submit an exclusion plan prepared by a qualified biologist to the Engineer. Allow 10 days for review.

Do not start jobsite activities until the plan is authorized.

The exclusion plan must include:

1. Title sheet
2. Table of contents
3. Exclusion devices to be used to exclude bats and nesting birds
4. Location and schedule of exclusion devices
5. Disposal method for partially constructed and unoccupied nests
6. Daily inspection and maintenance schedule
7. Methods of maintenance, including types of adhesive tape and/or sealants for repair, bioacoustic deterrent, and visual deterrent devices
8. PLAC requirements

14-6.06A(4) Quality Assurance

Monitor the effectiveness and maintenance of the exclusion devices.

If a nest becomes established during the nesting season:

1. Do not remove the nest.
2. Immediately contact the Engineer for evaluation and discussions of possible actions to avoid disrupting the nesting activity.

14-6.06B Materials

Materials for bird exclusion must be one or a combination of the following:

1. Polytetrafluorethylene (PTFE) sheeting.
2. Acoustical deterrent
3. Visual deterrent
4. Other materials authorized by the engineer.

You may not use devices that include netting.

Material for bat exclusion must be one or a combination of the following:

1. Backer rod
2. Expansion foam
3. Non-toxic foamed concrete (similar to Aircrete, Foamcrete or Cellular Lightweight Concrete)
4. Steel wool
5. Other materials authorized by the engineer

Exclusion devices must be installed to withstand the elements including wind and rain.

14-6.06C Construction

Install exclusion devices:

1. For temporary structures, at the time of erection.
2. For existing structures:
 - 2.1 Prior to the start of construction.

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- 2.2 During the non-nesting season and non-day roosting time period.
 3. To completely block bat and bird access to the bridge or temporary structure, including its exterior girders and overhang.
 - 4 For areas identified during the pre-construction survey for nesting of migratory and nongame birds

A qualified biologist must oversee installation, maintenance and removal of the exclusion device.

During the nesting season, nest removal is not allowed. If attempted nesting occurs during the nesting season, you may remove the nest material prior to the nests becoming one-third complete.

During the non-nesting season, nest removal is allowed.

Clean bat and bird waste or other debris from the contact surfaces of the bridge girders before installing the exclusion devices.

Install bat exclusion devices 2 hours after sunset and when the ambient air temperature is at least 45 degrees Fahrenheit.

Monitor weekly to maintain and repair devices.

Upon completion of the work, remove exclusion devices.

14-6.06D Payment

Not Used

Replace the 2nd paragraph of section 14-8.02 with:

Noise from job site activities must not exceed 86 dBA Lmax at 50 feet from the job site from 6 p.m. to 8 a.m.

Do not operate construction equipment or run equipment engines from 6:00 p.m. to 8:00 a.m. or on Sundays at the job site except to:

1. Service traffic-control facilities
2. Service construction equipment

Add to the end of section 14-9.02:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), your demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

Asbestos survey and sampling have not been done. Perform asbestos testing before demolition. Payment for testing is included in the payment for Bridge removal. If asbestos is found, removal and disposal will be paid by Supplemental Job Order.

Notify the US EPA and the California Air Resources Board of your demolition activities even if the activities will not disturb asbestos-containing material.

You may obtain an Asbestos NESHAP Notification of Demolition and Renovation Form at the California Air Resources Board's website:

<http://www.arb.ca.gov/enf/asbestos/asbestos.htm>

Instead of the 10 working days specified at the website, mail or deliver the form with the necessary attachments at least 15 days before starting demolition or rehabilitation activities to:

US EPA - REGION IX
ASBESTOS NESHAP NOTIFICATION (AIR-5)
75 HAWTHORNE ST
SAN FRANCISCO, CA 94105

Mail or fax a copy of the notification form to:

CALIFORNIA AIR RESOURCES BOARD
ENFORCEMENT DIVISION
ASBESTOS NESHAP NOTIFICATION
P.O. BOX 2815
SACRAMENTO, CA 95812
FAX: (916) 229-0645

Submit a copy of the notification form and attachments as informational submittals before starting demolition or rehabilitation activities.

If you discover unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.

Notify the US EPA Region IX and the California Air Resources Board of a change to your demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 days of the change or discovery.

Add to first list under Section 14-11.03:

15. Hazardous materials used during Project that exceed regulated quantities shall be reported to the Environmental Management Department, Hazardous Materials Division (HMD). A Hazardous Materials Plan (HMP) shall be filed with HMD.
16. Hazardous waste and petroleum products shall be collected and removed from site per Resource Conservation and Recovery Act regulations and Fed/OHSA standards.
17. Fueling and maintenance of construction equipment shall only take place in staging areas.
18. Fire extinguishers shall be on-site to adequately contain fires caused by machinery or equipment.

Add to the end of Section 14-11.04:

The Contractor must also comply with the requirements of the Tehama County Air Pollution Control District. If required, compliance may include submitting Dust Control Plan(s) and/or obtaining necessary permits.

A fee may be required to obtain a fugitive dust permit. Full compensation for conforming to the provisions in the Section and the requirements of the permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from bridge approach railing and roadside signs is treated wood waste.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter

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4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lbs or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lbs or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Treated wood waste may be disposed as a hazardous waste at any of the following Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facilities:

1. US Ecology, Beatty, Nevada
2. US Ecology, Grandview, Idaho
3. Chemical Waste Management of the Northwest, Arlington, Oregon

14-11.14F Payment

Payment for handling, storing, transporting, and disposing of treated wood waste is included in the payment for the bid items involved.

END OF SECTION

15 EXISTING FACILITIES

Delete the 7th paragraph of section 15-1.03B.

Add to the end of Section 15-1.03C:

At least 2 business days before hauling the material to the salvaged material stockpile location, notify the Engineer and inform a Tehama County representative at telephone no. (530) 385-1462.

The stockpile location is:

**Tehama County Public Works
Maintenance Yard
9380 San Benito Avenue
Gerber, CA 96035**

Replace *Reserved* Section 15-1.03D with:

15-1.03D Removing Pavement

Remove existing pavement as shown on plans and as directed in the field by the Engineer by saw cutting asphalt concrete.

Where portions of the surface are to remain in place, saw cut a neat line along the edge of the portion to remain in place before starting the removal operation.

END OF SECTION

16 TEMPORARY FACILITIES

No Changes to this section.

END OF SECTION

DIVISION III EARTHWORK AND LANDSCAPE GENERAL

17 GENERAL

Add to section 17-2.03A:

Stumps within two feet of the grading plane must be removed completely.

Vegetation removal and construction activities must occur before February 1 or after August 31 to avoid impacts on nesting migratory birds. If vegetation removal and construction must occur during the nesting season, a nesting survey must be conducted by a qualified biologist to identify active nests in and adjacent to the work area.

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines, contour grading limits, fence work limits, and drainage limits.

Add to section 17:

17-3 REMOVE TREE

17-3.01 GENERAL

Section 17-3 includes specifications for tree removal.

17-3.02 MATERIALS

Not Used

17-3.03 CONSTRUCTION

Remove and dispose trees shown. Dispose of trees under section 17-2.03D.

Trees, including stumps, roots and objectionable material, must be removed to a depth of one-foot below the original ground level. Roots must be treated and killed with an approved herbicide under section 20-1.02C.

Backfill holes resulting from tree removal under section 19-3.

17-3.04 PAYMENT

Payment for tree removal is included in the payment for clearing and grubbing.

END OF SECTION

18 DUST PALLIATIVES

No Changes to this section.

END OF SECTION

19 EARTHWORK

Add to section 19-1.03A:

Double handling of earthwork materials may be required.

Add to section 19-1.04:

Payment for double handling of earthwork materials is included in the payment for roadway excavation.

Add to the end of Section 19-2.01A:

Quantity calculations for Roadway Excavation and Imported Borrow do not consider shrinkage and/or compaction.

Replace the 2nd, 3rd, and 4th paragraphs of Section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Add to Section 19-2.03B:

No castings or spoil from excavation operations allowed on the Creekside of the excavation site.

Replace section 19-2.03D(2) with:

19-2.03D(2) Topsoil

Section 19-2.03D(2) includes specifications for excavation, handling, and placing topsoil.

Excavate the top 4 inches of topsoil. Include leaf litter and extraneous organic matter in the excavation.

Topsoil must be placed to fill the voids in the rock slope protection and provide substrate for seeding. Additionally, topsoil must be stockpiled and redistributed as close to its original location as possible over the construction area before applying permanent erosion control.

Any excess topsoil can be distributed over roadway fill slopes before the application of permanent erosion control measures.

Place and spread the topsoil in its final position to a uniform layer thickness. Compact the topsoil finished surface uniformly using track-mounted equipment run perpendicular to slope contours. Section 19-5.03C does not apply to topsoil compaction.

If you stockpile topsoil, stockpiles must:

1. Not be higher than 5 feet
2. Not be covered with a material that will stop air circulation, increase soil temperatures, or harm beneficial biological activity and resident seeds
3. Be marked with signs and flags as *Topsoil*

Add to Section 19-2.04:

Payment for excavating, stockpiling and placing topsoil is included in the payment for rock slope protection and roadway excavation.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to section 19-3.02C:

No waiting period is required prior to driving piles at the abutments and piers. The waiting period applies for earthwork within 150 feet of the abutments. This waiting period is not considered a settlement period as referenced in Section 19-6.03D.

Add to the beginning of section 19-3.03B(1):

For footings at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not needed.

Replace 1st sentence in the 6th paragraph in section 19-3.03B(4) with:

If cofferdams are used, remove them completely after completing substructure construction.

Add to section 19-3.03E(1):

On Kirkwood, place structure backfill behind abutments and wingwalls 10 days after the superstructure is completed. Half of one abutment must be filled vertically before backfilling half of the opposite abutment.

On Kirkwood, any imported fill or material used as structure backfill must have 100% passing 3 inch sieve and have low expansion potential [Expansion Index (EI) < 50 and Sand Equivalent (SE) > 20], and be approved.

Add to section 19-3.04:

Structure excavation for footings at locations not shown as structure excavation (Type D) and where ground or surface water is encountered is paid for as structure excavation (bridge).

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge).

Add to the end of Section 19-5.03A:

Relative compaction shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

Add to Section 19-7.02A:

Obtaining imported borrow includes the following:

1. Constructing an access road, if required.
2. Clearing and grubbing the material site.
3. Selecting material within the source.
4. Screening and wasting from 30 to 60 percent of the finer material.

5. Washing materials so that the imported borrow complies with the sand equivalent requirements.

Add to Section 19-7.02C:

Imported borrow placed within 4 feet of the finished grade must have an R-value of at least 11.

Strip materials that adversely affect the imported borrow properties.

END OF SECTION

20 LANDSCAPE

No changes to this section.

END OF SECTION

21 EROSION CONTROL

Seed mix must be approved by the California Department of Fish and Wildlife before ordering. Verify with the Engineer it is approved before ordering.

END OF SECTION

22 FINISHING ROADWAY

No Changes to this section.

END OF SECTION

DIVISION IV SUBBASES AND BASES

23 GENERAL

No Changes to this section.

END OF SECTION

24 STABILIZED SOILS

No Changes to this section.

END OF SECTION

25 AGGREGATE SUBBASES

No Changes to this section.

END OF SECTION

26 AGGREGATE BASES

No Changes to this section.

END OF SECTION

27 CEMENT TREATED BASES

No Changes to this section.

END OF SECTION

28 CONCRETE BASES

No Changes to this section.

END OF SECTION

29 TREATED PERMEABLE BASES

No Changes to this section.

END OF SECTION

30 RECLAIMED PAVEMENTS

No Changes to this section.

END OF SECTION

31-35 RESERVED

No Changes to this section.

END OF SECTION

DIVISION V SURFACING AND PAVEMENTS

36 GENERAL

No Changes to this section.

END OF SECTION

37 BITUMINOUS SEALS

No Changes to this section.

END OF SECTION

38 RESERVED

No Changes to this section.

END OF SECTION

39 ASPHALT CONCRETE

Add to the table in the 1st paragraph of section 39-2.01A(4)(h)(iii)(B):

Coarse durability index ^c	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Sodium sulfate soundness ^d	AASHTO T 104	1 per project

^cThe test is required only if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.

^dThe test is required only if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Replace section 39-2.01B(2)(b) with:

Determine the plasticity index of the aggregate blend under California Test 204. Use only the aggregate blend with plasticity index equal to or less than 10.

Treat aggregate with lime slurry with marination.

Replace 0.8–1.5 in the row for *Combined* in the table in the 7th paragraph of section 39-2.01B(4)(c)(i) with:

1.0–1.5

Replace the 2nd sentence in the paragraph of section 39-2.01B(10) with:

Choose from CRS2, CQS1, or PMCRS2 asphaltic emulsion or asphalt binder.

Replace the 2nd paragraph of section 39-2.01D with:

Payment for tack coat is included in the payment for hot mix asphalt.

Add to section 39-2.02A(1):

Do not place Type A HMA on the traveled way from November 1 to May 1.

Add to the table in the 1st paragraph of section 39-2.02A(4)(b)(ii):

Coarse durability index ^e , D _c	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index, D _f	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Sodium sulfate soundness (max loss @ 5 cycles, %) ^f	AASHTO T 104	1 per project

^ePerform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.

^fPerform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Replace 40 in the row for *Los Angeles Rattler* in the table in item 1 in the list in the paragraph of section 39-2.02A(4)(e) with:

25

Add to the table in item 1 in the list in the paragraph of section 39-2.02A(4)(e):

Coarse durability index, D _c (min) ^e	AASHTO T 210	65
Fine durability index, D _f (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %) ^f	AASHTO T 104	25

^ePerform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.

^fPerform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283 ⁱ	80
---	---------------------------	----

Add to the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e):

Surface abrasion loss (max, g/cm ²)	California Test 360	0.4
---	---------------------	-----

Replace the row for *Moisture susceptibility, wet strength* in the table in the 1st paragraph of section 39-2.02B(2) with:

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283 ^{c,d}	80
---	-----------------------------	----

Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Replace 40 in the row for *Los Angeles Rattler* in the table in the paragraph of section 39-2.02B(4)(a) with:

25

Add to the table in the paragraph of section 39-2.02B(4)(a):

Coarse durability index, D _c (min) ^c	AASHTO T 210	65
Fine durability index, D _f (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %) ^d	AASHTO T 104	25

^cPerform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.

^dPerform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Add to the beginning of section 39-2.02C:

Use a material transfer vehicle when placing Type A HMA if:

1. Quantity of HMA to be paved is greater than 1,000 tons.
2. Any of the following exists:
 - 2.1. Paving is allowed and the ambient air temperature is below 70 degrees F.
 - 2.2. Time from discharge to truck at the HMA plant until transfer to the paver's hopper is 90 minutes or greater.

END OF SECTION

40 CONCRETE PAVEMENT

No Changes to this section.

END OF SECTION

41 EXISTING CONCRETE PAVEMENT

No Changes to this section.

END OF SECTION

42 GROOVE AND GRIND CONCRETE

No Changes to this section.

END OF SECTION

43 RESERVED

No Changes to this section.

END OF SECTION

44 RESERVED

No Changes to this section.

END OF SECTION

DIVISION VI STRUCTURES

45 GENERAL

No Changes to this section.

END OF SECTION

46 GROUND ANCHORS AND SOIL NAILS

No Changes to this section.

END OF SECTION

47 EARTH RETAINING SYSTEMS

No Changes to this section.

END OF SECTION

48 TEMPORARY STRUCTURES

No Changes to this section.

END OF SECTION

49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to hard, dense soil and ground water seepage.

Pre-drilling and/or relief drilling may be required.

Add to the 2nd paragraph of Section 49-1.03:

No drill cuttings allowed on the creek side of the excavation site.

Add to section 49-2.01A(3)(a):

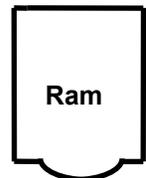
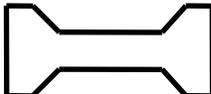
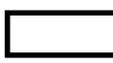
Before installing driven piles, submit a Pile and Driving Data Form for each pile type for each of the support locations or control zones shown in the following table:

Bridge no.	Pile type	Support location or control zone
08C0381	Class 140 (Alternative W)	Abutment 1
08C0381	Class 140 (Alternative W)	Abutment 2
08C0382	Class 140 (Alternative W)	Abutment 1
08C0382	Class 140 (Alternative W)	Pier 2
08C0382	Class 140 (Alternative W)	Pier 3
08C0382	Class 140 (Alternative W)	Abutment 4

CALIFORNIA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION LABORATORY

PILE AND DRIVING DATA FORM

Structure Name : _____ Contract No.: _____
 _____ Project: _____
 Structure No.: _____ Pile Driving Contractor or
 Dist./Co./Rte./Post Mi: _____ Subcontractor _____ (Pile Driven By)

 Ram	Hammer	Manufacturer: _____ Model: _____ Type: _____ Serial No.: _____ Min Rated Energy: _____ at _____ Length of Stroke _____ Fuel Setting _____ Max Rated Energy: _____ at _____ Length of Stroke _____ Fuel Setting _____ Ram Weight: _____ kips Modifications: _____ _____ _____				
 Anvil						
 Capblock (Hammer Cushion)		Material: _____ Thickness: _____ in Area: _____ in ² Modulus of Elasticity - E: _____ ksi Coefficient of Restitution - e: _____				
 Pile Cap		<table border="1" style="display: inline-table; vertical-align: middle;"> <tr><td>Helmet</td></tr> <tr><td>Bonnet</td></tr> <tr><td>Anvil Block</td></tr> <tr><td>Drivehead</td></tr> </table> Weight: _____ kips	Helmet	Bonnet	Anvil Block	Drivehead
Helmet						
Bonnet						
Anvil Block						
Drivehead						
 Pile Cushion		Material: _____ Thickness: _____ in Area: _____ in ² Modulus of Elasticity - E: _____ ksi Coefficient of Restitution - e: _____				
 Pile		Pile Type: _____ Length (In Leads): _____ ft Lb/ft.: _____ Taper: _____ Wall Thickness: _____ in Cross Sectional Area: _____ in ² Design Pile Capacity: _____ kips Description of Splice: _____ _____ Tip Treatment Description: _____ _____				

DISTRIBUTE:

Translab,
Foundation Testing

Translab,
Geotechnical Design

Resident Engineer

Note: If mandrel or follower is used to drive the pile, attach separate manufacturer's detail sheet(s) including weight and dimensions.

Submitted By: _____
 Date: _____ Phone No.: _____

Add to section 49-2.01C(2):

Do not use jetting or vibratory hammers to obtain specified tip elevation.

Add to section 49-2.01C(3):

Drilling through the center of open-ended steel shells or steel pipe piles to attain the specified tip elevation may be necessary. The diameter of the drilled hole must be no greater than 12 inches in diameter. Equipment or methods used for drilling holes must not cause quick soil conditions or cause scouring or caving of the hole. Drilling must not be used within 10 feet of the specified tip elevation. Do not drill before driving piles.

Add to section 49-2.01C(5):

If piles do not attain the nominal driving resistance at the specified tip elevation shown, the Engineer will select 2 piles or 10 percent of piles in the footing, whichever is greater, to stand 1 foot above specified cut-off elevation for a set period without driving. The set period must be at least 12 hours.

After the set period has elapsed, redrive the "soft" piles. If there is more than one "soft" pile the Engineer designates which piles are to be redriven. Do not use a cold hammer for redriving. Driving hammer must be warmed up before restrike begins by applying at least 20 blow counts to (1) another pile or (2) timber mats placed on the ground. Redriving consists of operating the driving hammer at full rated energy on the pile and calculating the nominal driving resistance of the pile.

Use the same pile driving methods, equipment and compressed pile cushion from the previous drive to restrike or redrive the pile unless the cushion is unacceptable due to deterioration, in which case use another acceptable cushion.

If the nominal driving resistance is attained for each pile designated to be redriven, the remaining piles in that footing are considered satisfactory and further driving is not required. If redriving the designated piles demonstrates that the nominal driving resistance has not been attained, redrive all "soft" piles in the footing until the nominal driving resistance is attained.

END OF SECTION

50 PRESTRESSING CONCRETE

Replace the 2nd paragraph of section 50-1.01C(3) with:

For initial review, submit 6 copies.

END OF SECTION

51 CONCRETE STRUCTURES

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies

-
- of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
 3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
 4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 1st paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace *Reserved* in section 51-1.01D(1) with:

The job site must have at least 4 airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Add to section 51-1.03A:

Provide and install schedule 40 PVC for future utilities where shown. Payment is included in the payment for structural concrete, bridge.

Add to section 51-1.03C(1):

Remove pipe where inlet is placed and connect ends of pipe to the inlet. Payment is included in the payment for structural concrete, drainage inlet.

Replace the 1st paragraph of section 51-1.03F(5)(b)(i) with:

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving.

END OF SECTION

52 REINFORCEMENT

Replace section 52-4 with:

52-4 ELECTRIC-RESISTANCE WELDED STIRRUPS FOR CONCRETE BARRIER REINFORCEMENT CAGES

52-4.01 GENERAL

52-4.01A Summary

Section 52-4 includes specifications for welding longitudinal support wire to stirrups using electric-resistance welding (ERW) to partially fabricate reinforcing cages for concrete barriers.

Electric-resistance welded supports may be used only for concrete barrier stirrups on structures with uncoated reinforcement.

You may use ERW to weld support wire to no.5 reinforcing bars or smaller. The support wire must be W 6.5 or smaller.

52-4.01B Definitions

partially fabricated reinforcing cage: Stirrups for concrete barrier reinforcing cages held in position by welded longitudinal support wires.

lot: 150 count, or fraction thereof, of welds for each size of reinforcing bar and support wire and for each change to the welding equipment settings.

52-4.01C Submittals

52-4.01C(1) General

Not Used

52-4.01C(2) Certificate of Compliance

Submit a certificate of compliance for each shipment of partially fabricated cages. Include with the submittal:

1. Identification of each cage including lot numbers, welds traceable by welding clamp, and location tracking information.
2. Grade and size of welded reinforcement used for the stirrups and support wire.
3. For the reinforcing bar and support wire:
 - 3.1. Heat number
 - 3.2. Mill certificate

52-4.01C(3) Test Samples

Submit QA test samples to METS.

Include copies of certificates of compliance with the test samples.

52-4.01C(4) Welding Quality Control Plan

Submit 2 copies of a welding QC plan for each subcontractor or supplier performing ERW. The QC plan must include:

1. WPSs
2. Names and certifications of welding personnel, including qualifications for the QC Manager
3. Welding procedures including current setting, welding clamp force, weld time, and hold time for each size of reinforcement to be welded
4. Welding equipment manufacturer's operating instructions including the recommended calibration frequency of the welding equipment
5. Documentation of ERW equipment calibration
6. Fabricator's *QC Process Control Manual*
7. Method for identifying welds and tracking lots

For the contents, format, and organization required for a welding QC plan, go to the METS website.

52-4.01C(5) Shop Drawings

Submit shop drawings showing the stirrup positioning, welded connections of the support wire to the stirrups, and welding equipment layout. Allow 15 days for the Engineer's review.

52-4.01C(6) Prefabrication Test Results

Submit the prefabrication test results within 3 days of prefabrication testing. The prefabrication test results must include:

-
1. Contract number
 2. Bridge number
 3. Welds identified by welding clamp
 4. Reinforcement and support wire sizes
 5. Test specimen length
 6. Physical condition of test samples
 7. Notable defects
 8. Ultimate tensile strength of each sample
 9. Location of necking area of each sample

Allow 3 business days for the Engineer's review.

52-4.01C(7) Quality Control Test Reports

Submit a QC test report within 7 days of testing for each lot. The report must be prepared by the authorized laboratory performing the testing. The report must be signed by the QC manager. For each lot, the report must include:

1. Contract number
2. Bridge number
3. Lot numbers with welds identified by welding clamp
4. Installed location of completed cages
5. Reinforcement and support wire sizes
6. Cage types
7. Cage lengths
8. Test specimen length
9. Physical condition of test samples
10. Notable defects
11. Ultimate tensile strength of each sample
12. Location of necking area of each test sample

Allow 3 business days for the Engineer's review.

52-4.01D Quality Assurance

52-4.01D(1) General

Provide a welding QC manager. The QC manager must be registered as a civil engineer in the State or currently certified as a CWI.

52-4.01D(2) Prewelding Meeting

Before submitting a welding QC plan, hold a prewelding meeting to discuss the work and the requirements for the welding QC plan. The meeting attendees must include the Engineer, your welding QC manager, and a representative from each entity performing welding or welding inspection.

52-4.01D(3) Test Samples

Samples must be a minimum length of 4 feet of bar reinforcing steel with a support wire welded at midpoint. You may furnish shorter length samples if authorized.

Prepare the samples using the same materials, procedures, equipment, and equipment settings used in the work.

The welding clamps that produce the samples are determined by the Engineer.

Prepare QC test samples and the Department acceptance test samples concurrently:

1. During fabrication of samples representing the 1st lot
2. From 1 of every 5 subsequent lots, or fraction thereof, randomly selected by the Engineer

After receiving notification that lots are ready for QC testing, the Engineer (1) randomly selects test samples to represent each lot and (2) places tamper-proof markings or seals on the test samples.

Before transporting test samples to an authorized laboratory and METS:

1. Securely bundle and package the test samples for each test in a way that preserves their condition during transportation
2. Identify each test sample by lot number and Contract number using weatherproof markings
3. Attach a completed Sample Identification Card to each bundle

If a sample show signs of tampering before testing, the sample is rejected.

52-4.01D(4) Quality Control

52-4.01D(4)(a) General

Test the samples for tensile strength under California Test 670, Section E, Part III, Tensile Test.

Tensile testing must be performed by an authorized laboratory. The laboratory must be on the Authorized Laboratories List for testing reinforcing steel splices.

52-4.01D(4)(b) Prefabrication Testing

Before the start of fabrication of production cages, prepare 4 samples from each welding clamp.

Notify the Engineer at least 5 business days before fabricating the samples.

If 3 or more of the 4 samples from each welding clamp attain the specified minimum tensile strength, the Department accepts the prefabrication test results.

If 2 of the 4 samples attain the specified minimum tensile strength, determine the cause of the failure and take corrective action as specified in section 52-4.01D(4)(c). Fabricate 4 additional samples from the clamp that produced the noncompliant samples and perform tensile tests until at least 3 of the 4 samples attain the specified minimum tensile strength.

Do not start fabrication of production cages until the Department accepts the test results.

52-4.01D(4)(c) Fabrication Testing

During fabrication of production cages, for each lot prepare 8 test samples.

At least 5 business days before performing fabrication testing, notify the Engineer of:

1. Date of the testing
2. Location of the authorized laboratory where the tests will be conducted
3. Number of lots to be tested

Do not perform tests on test samples from bundles containing fewer than 8 samples. Test 4 of the samples. The Engineer determines the samples to be tested.

If 3 or more of the 4 samples from a lot attain the specified minimum tensile strength, the Department accepts the lot.

If 2 of the 4 samples from a lot attain the specified minimum tensile strength, perform additional tests on the remaining samples. If any of the additional samples do not attain the specified minimum tensile strength, the Department rejects the lot.

If a lot is rejected, stop production until the following corrective actions have been performed:

1. QC manager reviews your QC process
2. You have prepared a welding rejection mitigation report describing:
 - 2.1. Cause of the failure

-
- 2.2. Method used to identify the cause of failure
 - 2.3. Identification of affected lots
 - 2.4. Provisions for preventing similar failures in future lots
 - 2.5. Procedure for repairing or replacing the welded connections in the rejected lot
3. Engineer has notified you that the welding rejection mitigation report is authorized

52-4.01D(5) Department Acceptance

The Department accepts lots based on your QC tension test results specified in section 52-4.01D(4)(c).

The Department performs tensile test on samples from the 1st lot and from 1 of every 5 subsequent lots, or fraction thereof, randomly selected by the Engineer.

If 3 or more of the 4 samples attain the specified minimum tensile strength, the Department accepts the lot.

If 2 of the 4 samples attain the specified minimum tensile strength, fabricate 4 additional samples using the same materials and welding machine settings as the noncompliant lot. If any of the 4 additional samples do not attain the minimum specified tensile strength, the Department rejects the lot.

If QC and Department acceptance testing results have different compliance determinations, the Department will perform QA testing for all subsequent lots until QC testing and the Department testing are consistent for 2 consecutive lots before resuming testing for 1 of every 5 lots, or fraction thereof, as determined by the Engineer.

52-4.02 MATERIALS

52-4.02A General

Reinforcing bars must comply with ASTM A706, Grade 60.

Support wire must comply with the specifications for plain wire in ASTM A1064.

The tensile strength of reinforcing bars with the support wire welded to the bar must be at least 80,000 psi.

52-4.02B Fabrication

Perform ERW at a fabrication shop using computer-controlled equipment.

Weld the support wire to the stirrups. The stirrups must be positioned as shown. The support wire must be capable of maintaining the dimensions, position, and shape of the stirrups until the cage is complete.

52-4.03 CONSTRUCTION

Provide bracing to avoid collapse of the cage during assembly, transportation, and placement as needed.

Field tack welding of support wire to reinforcement is not allowed.

Wiring longitudinal reinforcement at each stirrup intersection is not required.

52-4.04 PAYMENT

Not Used

END OF SECTION

53 SHOTCRETE

No Changes to this section.

END OF SECTION

54 WATERPROOFING

No Changes to this section.

END OF SECTION

55 STEEL STRUCTURES

No Changes to this section.

END OF SECTION

56 OVERHEAD SIGN STRUCTURES, STANDARDS AND POLES

Add to section 56-3:

56-3.03 BOLLARD

56-3.03A General

Section 56-3.03 includes specifications for constructing steel bollards.

Submit a certificate of compliance for retroreflective sheeting.

56-3.03B Materials

Concrete must comply with the specifications for minor concrete.

Material for steel bollards must comply with ASTM A53/A53M.

Pipe thickness must be 3/16".

Retroreflectivity for must comply with Table 2A-3, "Minimum Maintained Retroreflectivity Levels," of the *California MUTCD* and be on the Authorized Material List for signing and delineation materials:

56-3.03C Construction

The interface between the galvanized pipe and the retroreflective sheeting must be free of air bubbles or voids.

Dispose of surplus excavated material.

Backfill under section 19-3.

56-3.03D Payment

Not Used

END OF SECTION

57 WOOD AND PLASTIC LUMBER STRUCTURES

Add to section 57-2:

57-2.06 FOOT BRIDGE

57-2.06A General

Section 57-2.06 includes specifications for constructing timber foot bridge.

Timber foot bridge must have handrails and be a minimum 4-feet wide and 15-feet long. It must span the drainage ditch shown and have a maximum longitudinal grade of 4.5%.

57-2.06B Materials

The timber planks must be untreated Douglas fir Dense no. 1, rough sawn on top, optional surfaced on bottom.

Galvanize hardware under section 75-1.02B.

57-2.06C Construction

Contractor must submit design plans of the foot bridge for review by the engineer before constructing.

57-2.06D Payment

Not Used

END OF SECTION

58 SOUND WALLS

No Changes to this section.

END OF SECTION

59 STRUCTURAL STEEL COATINGS

No Changes to this section.

END OF SECTION

60 EXISTING STRUCTURES

Add to section 60-2.01A:

As long as existing piles do not conflict with the proposed pile foundations and bridge construction, existing pile foundation elements (if present) should be cut off below grade and left in place to the extent possible.

Add to section 60-2.02A(1):

Provide protective covers preventing material, equipment, and debris from falling into the Creek.

Replace #6 in the 2nd paragraph in section 60-2.02A(3) with:

6. Methods for preventing material, equipment, and debris from falling onto traffic, water or railroad property

END OF SECTION

DIVISION VII DRAINAGE FACILITIES

61 GENERAL

No Changes to this section.

END OF SECTION

62 RESERVED

No Changes to this section.

END OF SECTION

63 RESERVED

No Changes to this section.

END OF SECTION

64 PLASTIC PIPE

No Changes to this section.

END OF SECTION

65 CONCRETE PIPE

No Changes to this section.

END OF SECTION

66 CORRUGATED METAL PIPE

No Changes to this section.

END OF SECTION

67 STRUCTURAL PLATE CULVERTS

No Changes to this section.

END OF SECTION

68 SUBSURFACE DRAINS

No Changes to this section.

END OF SECTION

69 OVERSIDE DRAINS

No Changes to this section.

END OF SECTION

70 MISCELLANEOUS DRAINAGE FACILITIES

No Changes to this section.

END OF SECTION

71 EXISTING DRAINAGE FACILITIES

Add to section 71-4.03C:

Enclosed form shown for capping inlet must be approved by the Engineer before ordering.

END OF SECTION

DIVISION VIII MISC. CONSTRUCTION

72 SLOPE PROTECTION

Add to section 72-2.02A:

RSP must meet the requirements of the California Department of Fish and Game permit.

Replace the 1st paragraph of section 72-2.03A with:

Excavate the slope and footing trench for the rock slope protection.

Place topsoil and seed within the voids of the rock slope protection.

Add to section 72-2.03A:

Placement of RSP must meet the requirements of the California Department of Fish and Game permit.

END OF SECTION

73 CONCRETE CURBS AND SIDEWALKS

No Changes to this section.

END OF SECTION

74 PUMPING AND CONTROLS

No Changes to this section.

END OF SECTION

75 MISCELLANEOUS METAL

No Changes to this section.

END OF SECTION

76 WELLS

No Changes to this section.

END OF SECTION

77 LOCAL INFRASTRUCTURE

No Changes to this section.

END OF SECTION

78 INCIDENTAL CONSTRUCTION

No Changes to this section.

END OF SECTION

79 RESERVED

No Changes to this section.

END OF SECTION

80 FENCES

Add to section 80-2.01A:

Fence (Type WM, Metal T-Post), Temporary Fence (Type WM, Metal T-Post), Fence (Type BW, 5-Strand, Metal T-Post), and Temporary Fence (Type BW, 5-Strand, Metal T-Post) must comply with section 80-2.

Replace *Reserved* in section 80-2.02A with:

Posts must be metal.

Add to the end of section 80-2.02B:

Galvanize posts under section 75-1.02B.

Add to section 80-15.01C:

Schedule fence removal and construction to prevent access of the public to private property.

Prevent livestock from escaping during fence removal and construction.

END OF SECTION

DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

No Changes to this section.

END OF SECTION

82 SIGNS AND MARKERS

No Changes to this section.

END OF SECTION

83 RAILINGS AND BARRIERS

Replace item 1 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

1. Wood line posts.

Replace item 2 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

2. Wood blocks for line posts.

Add to section 83-2.02C(1)(a):

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

Replace *Reserved* in section 83-2.02C(3) with:

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 4'-0" using a ratio of 6:1.

Replace section 83-2.04B with:

83-2.04B Alternative In-line Terminal Systems

83-2.04B(1) General

83-2.04B(1)(a) Summary

Section 83-2.04B includes specifications for constructing alternative in-line terminal systems.

83-2.04B(1)(b) Definitions

Not Used

83-2.04B(1)(c) Submittals

Submit a certificate of compliance for alternative in-line terminal systems.

83-2.04B(1)(d) Quality Assurance

For each model of alternative in-line terminal system being installed, obtain the manufacturer's check list for the assembly and installation of the alternative in-line terminal systems from the manufacturer's representative or distributor. Notify the Engineer of the alternative in-line terminal systems to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed in-line terminal system and submit a copy of the completed and signed check list for each installed location, and include the following:

1. Contract number
2. Name of installation Contractor
3. Flare offset used in layout
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

The Engineer signs and dates the completed check lists, verifying the in-line terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminal systems. A record of training provided by the manufacturer may be requested by the Engineer at any time.

83-2.04B(2) Materials

Alternative in-line terminal systems must be one of the following or a Department-authorized equal:

1. Type SoftStop terminal systems must be SoftStop End Terminal System manufactured by Trinity Highway Products, LLC, and must include the connection components. Type SoftStop terminal system - Type SoftStop terminal system must be a SoftStop terminal with a System length of 50'-9 1/2" for test level 3, manufactured by Trinity Highway Products, LLC, and must include items detailed for SoftStop terminal system, as shown. The SoftStop terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

2. Type MSKT - Type MSKT terminal system must be a 31" MSKT Guard Rail End Terminal with a system length of 50'-0" as manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type MSKT terminal system shown on the plans. The MSKT Guard Rail End Terminal can be obtained from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

3. Type MAX-Tension Tangent Guardrail End Treatment by Barrier Systems, Inc. is a tangent, re-directive gating guardrail terminal. The MAX-Tension has a length of 55'-1/2", and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

83-2.04B(3) Construction

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Install Type SoftStop terminal system under the manufacturer's installation instructions. For Type SoftStop terminal system, use W6 x 8.5 steel yielding terminal posts for Posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Drive all posts or place them in drilled holes. Backfill the space around the posts with selected earth that is free of rock. Moisten and thoroughly compact each layer. For the terminal with a system length of 50'-9 1/2" or system length of 38'-3 1/2", all blocks must be wood or plastic and must be 8 or 12 inches deep.

For Type MSKT terminal system, install a W6x15 at lower section Post 1 with a soil plate attached and a 6 by 6 by 1/8 inches tube section at upper section Post 1. Install a W6x9 or W6x8.5 post assembly top and post assembly bottom at Post 2. Install W6x9 or W6x8.5 at Posts 3 through 8. Attach a 9'-4 1/2" W-beam MGS rail section to Post 3. Use 8-inch blocks. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Do not pound on the side plates when installing lower post #1 and lower post #2. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

Install Type MAX-Tension terminal system under the manufacturer's installation instructions. Use 8- or 12-inch wood or composite blocks. Install W6x8.5 or W6x9 at post positions after Post 1. Backfill the space around the posts with selected earth that is free of rock. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

83-2.04B(4) Payment

Not Used

Add to section 83-3.04:

Concrete barrier modified (Type 85) shown is paid for as concrete barrier (Type 85).

Replace section 83-4.06 with:

83-4.06 TYPE QUADGUARD CRASH CUSHIONS

83-4.06A General

83-4.06A(1) Summary

Section 83-4.06 includes specifications for constructing Type Quadguard crash cushions. Quadguard must be rated TL-3 and fit the area requirements.

83-4.06A(2) Definitions

Not Used

83-4.06A(3) Submittals

Submit a copy of the manufacturer's plan and parts list as an informational submittal.

Submit a certificate of compliance for Type Quadguard crash cushions.

83-4.06A(4) Quality Assurance

Not Used

83-4.06B Materials

Type Quadguard crash cushions must be Quadguard crash cushions (TL-3) manufactured by Valtir, LLC., located at 15601 Dallas Parkway, Suite 525, Addison, TX 75001, and must include the connection components and all items shown.

The successful bidder can obtain the Type Quadguard crash cushions from the following distributors:

Address	Telephone and fax nos.
TRAFFIC MANAGEMENT INCORPORATED 1050 E. 20TH ST. CHICO, CA 95928	Telephone: (866) 379-9152
BARRIER SYSTEMS, INC 180 RIVER RD RIO VISTA CA 94571	Telephone: (707) 374-6800
HILL & SMITH (listed as WORK AREA PROTECTION CORP) 340 N. INDUSTRIAL RD MORGAN, UT 84050	Telephone: (614) 340-6294

Concrete anchorage devices used for attaching the crash cushion to the base slab must be limited to those provided by the manufacturer.

The concrete anchor slab and backup block must comply with sections 51 and 52.

For the concrete anchor slab and backup block, use concrete containing at least 590 pounds of cementitious material per cubic yard.

83-4.06C Construction

Install Type Quadguard crash cushions under the manufacturer's instructions.

83-4.06D Payment

Not Used

END OF SECTION

84 MARKINGS

Add to section 84-2.04:

4-inch wide traffic stripe is measured and paid for as specified for the 6-inch traffic stripe.

END OF SECTION

85 RESERVED

No Changes to this section.

END OF SECTION

DIVISION X ELECTRICAL WORK

86 GENERAL

No Changes to this section.

END OF SECTION

87 ELECTRICAL SYSTEMS

No Changes to this section.

END OF SECTION

88 RESERVED

No Changes to this section.

END OF SECTION

DIVISION XI MATERIAL

89 AGGREGATE

No Changes to this section.

END OF SECTION

90 CONCRETE

No Changes to this section.

END OF SECTION

91 PAINT

No Changes to this section.

END OF SECTION

92 ASPHALT BINDERS

No Changes to this section.

END OF SECTION

93 RESERVED

No Changes to this section.

END OF SECTION

94 ASPHALTIC EMULSIONS

No Changes to this section.

END OF SECTION

95 EPOXY

No Changes to this section.

END OF SECTION

96 GEOSYNTHETICS

No Changes to this section.

END OF SECTION

97 RESERVED

No Changes to this section.

END OF SECTION

98 RESERVED

No Changes to this section.

END OF SECTION

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

No Changes to this section.

END OF SECTION

(Because some colored inks will not reproduce in copy machines, please use **black ink** to complete this Bid.)

(DO NOT DETACH)

BID TO THE COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER

BUSINESS P.O. BOX

CITY, STATE, ZIP

BUSINESS STREET ADDRESS

(Please include even if P.O. Box used)

CITY, STATE, ZIP

TELEPHONE NO: **AREA CODE ()**

FAX NO: **AREA CODE ()**

CONTRACTOR LICENSE NO.

The work for which this Bid is submitted is for construction in accordance with the Special Provisions (including the payment of not less not less than the higher of (1) the State general prevailing wage rates, or (2) the rates specified by the Federal Secretary of Labor), including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications dated 2024 and the Standard Plans for Construction dated 2024 of the California Department of Transportation, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Special Provisions for the work to be done are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT**

**FOR CONSTRUCTION ON:
JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025**

APPENDIX A

The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Extended Total
1.	Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.	__ . __ _ _ _ _	X 0.50	= __ . __ _ _ _ _
2.	Other Than Normal Working Hours, Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays	__ . __ _ _ _ _	X 0.30	= __ . __ _ _ _ _
3.	Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.	__ . __ _ _ _ _	X 0.10	= __ . __ _ _ _ _
4.	Other Than Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays.	__ . __ _ _ _ _	X 0.10	= __ . __ _ _ _ _
5.	Sum the Extended Total column. The Sum is the Award Criteria Figure.			= __ . __ _ _ _ _

1. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. **The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factor.**

APPENDIX A

3. The County reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.
4. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.

The contract, if awarded, will be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure as calculated in the above table.

Each bid shall be accompanied by a certified check or cashier's check or bid bond in the amount of Twenty Five Thousand Dollars (\$25,000) , payable to the County of Tehama.

If this Bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the section entitled "Contract Bonds", in Section 3 of the Special Provisions, with surety satisfactory to the County of Tehama, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Tehama that the contract has been awarded, the County of Tehama may, at its option, determine that the bidder has abandoned the contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the County of Tehama.

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the contract documents, , the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this Bid is accepted, that he will contract with the County of Tehama, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

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SUBCONTRACTORS LIST

Because the Job Order Contract (JOC) is an indefinite quantity contract pursuant to which Contractors will perform a variety of Job Orders, Contractors must designate Subcontractors, in accordance with California Public Contracts Code Section 4100 to 4113, inclusive, in each Job Order Proposal and not with this bid. As part of each Job Order Proposal, the awarded JOC CONTRACTOR shall provide a list giving the name and location of place of business of each subcontractor who will perform a portion of the Job Order work in an amount in excess of one-half of one percent of the Job Order Proposal. In each instance the nature and extent of the work to be sublet shall be described.

If the CONTRACTOR fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total Job Order Proposal, the CONTRACTOR agrees to perform that portion itself.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

APPENDIX A

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:	_____		\$
23. Federal-Aid Project Number:	_____		%
24. Bid Opening Date:	_____		
25. Contract Award Date:	_____		
26. Award Amount:	_____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	_____	28. Date	_____
29. Local Agency Representative's Name	_____	30. Phone	_____
31. Local Agency Representative's Title	_____	17. Preparer's Signature	_____
		19. Preparer's Name	_____
		21. Preparer's Title	_____
		18. Date	_____
		20. Phone	_____

- DISTRIBUTION:** 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENTCONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the [California Unified Certification Program database](#).
13. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
23. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
24. **Bid Opening Date** - Enter the date contract bids were opened.
25. **Contract Award Date** - Enter the date the contract was executed.
26. **Award Amount** – Enter the contract award amount as stated in the executed contract.
27. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

APPENDIX A

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s) _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

APPENDIX A

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

APPENDIX A

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

APPENDIX A

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

APPENDIX A

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: _____

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates are not included in these specifications but will be included in the final signed contract. They may be obtained at the Internet Website: <https://sam.gov/wage-determinations>

A copy is also available at the Offices of Tehama County Public Works, 9380, San Benito Avenue, Gerber, CA 96035

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

APPENDIX A

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ____

If the answer is yes, explain the circumstances in the following space. Provide additional pages as needed.

PUBLIC CONTRACT CODE 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

APPENDIX A

NONCOLLUSION AFFIDAVIT

(TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE SECTION 7106)

TO THE COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

APPENDIX A

BID SIGNATURE PAGE

Accompanying this Bid is _____ in amount equal to Twenty-Five Thousand Dollars (\$25,000).

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK","CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

Also accompanying this Bid is a Bonding Company Letter from your bonding company that states ALL the following: 1) Your Bonding Capacity (aggregate dollar amount), 2) The current amount of bonding outstanding, and 3) how long the bonding company has been providing bonds.

The names of all persons interested in the foregoing Bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA –

This Bid is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date:

Sign Here



Signature and Title of Bidder

Business Address:

Place of Business:

Place of Residence:

APPENDIX A

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____ as Principal, and _____ as Surety are bound unto the County of Tehama, State of California, hereafter called "County", in the penal sum of Twenty-Five Thousand Dollars (\$25,000) , submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS the Principal is submitting a bid to the County for certain construction specifically described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:**

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

FOR WHICH BIDS ARE TO BE OPENED AT THE COUNTY DEPARTMENT OF PUBLIC WORKS OFFICE, IN GERBER, CALIFORNIA,
AT 3:00 PM, (PST) ON OCTOBER 8, 2025.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the County; one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the County in such suit, including attorney's fee to be fixed by the Court.

Dated: _____, 20_____

(SEAL)

Bidder

By:

Principal

Surety

By:

Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of SS

On this _____ day of _____ in the year 20_____ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

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APPENDIX B

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

OWNER-CONTRACTOR AGREEMENT

COUNTY CONTRACT NUMBER: _____

THIS AGREEMENT, made and concluded, in triplicate, on _____ between the County of Tehama, hereinafter called "County", and _____, hereinafter called "Contractor".

ARTICLE I.-- The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the Job Order Contracting work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated 2024 and the Standard Plans for Construction, dated 2024 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, CONSTRUCTION TASK CATALOG®,
TECHNICAL SPECIFICATIONS, PROPOSAL AND CONTRACT
FOR CONSTRUCTION ON:**

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
COUNTY CONTRACT NUMBER: _____

ARTICLE II.-- The County hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.— The higher of the State or the Federal prevailing wage rates as referenced in this set of contract documents are hereby made a part of this contract, and Contractor shall pay and require all subcontractors to pay the higher of the State or Federal prevailing wage rates to the construction workers providing labor for the work. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

APPENDIX B

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

CONTRACT SUM:

1. This Contract is an Indefinite Delivery/Indefinite Quantity (“ID/IQ”) contract for construction work and services. The Initial Contract Value is \$1,500,000. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately \$6,210,093.15.

2. The Contractor is not guaranteed to receive the Initial Contract Value. Compensation to any single Contractor under any single authorized Job Order shall in no event exceed the Job Order Grand Total specified in a properly authorized Job Order. The Job Order Grand Total under any single authorized Job Order shall in no event exceed the Initial Contract Value as defined below less the total of the Job Order Grand Total(s) of all Job Orders authorized for performance through the current date

3. The Contractor shall perform all Prepriced Tasks for the Unit Prices set forth in the Construction Task Catalog® multiplied by one of the following Adjustment Factors:

General Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm
Monday to Friday, except for Holidays:

_____.

General Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to
7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

_____.

Secured Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm
Monday to Friday, except for Holidays:

_____.

Secured Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm
to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

_____.

APPENDIX B

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APPENDIX B

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

**COUNTY OF TEHAMA
STATE OF CALIFORNIA**

(SEAL)

Chairperson
Board of Supervisors

Date

CONTRACTOR

(SEAL)

Signature

Name

Title

Date

Licensed in accordance with and providing for the registration of contractors:

License No.: _____

Federal ID No. _____

DUNS Number (if applicable): _____

APPENDIX B

On this page

Insert County Counsel

E-Contract Review

Approval as to Form

(in JPG format using “behind text” property’s)

APPENDIX B

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(PAYMENT BOND TO ACCOMPANY CONTRACT) (SECTION 3247, CIVIL CODE)

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, The County of Tehama, has awarded to _____ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, CONSTRUCTION TASK CATALOG®, TECHNICAL
SPECIFICATIONS, PROPOSAL AND CONTRACT
FOR CONSTRUCTION ON:**

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

COUNTY CONTRACT NUMBER: _____

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the Initial Contract Value, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law;

If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Payment Bond then in effect, the County may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in increments of \$500,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the County of Tehama in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000), which is equal to 100% of the Initial Contract Value for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, his or its heirs, executors, administrators, successors or assigns, or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorneys fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Civil Code Section 9100, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

APPENDIX B

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

Dated: _____, 20_____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPENDIX B

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____,
personally appeared _____, personally known to me (or proved to me
Attorney-in-fact
on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

APPENDIX B

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(PERFORMANCE BOND TO ACCOMPANY CONTRACT)

BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The County of Tehama has awarded _____ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT
FOR CONSTRUCTION ON:**

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

COUNTY CONTRACT NUMBER: _____

WHEREAS, The Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the Initial Contract value, guaranteeing the faithful performance thereof:

If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Payment Bond then in effect, the County may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in increments of \$500,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the County of Tehama in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000), which is equal to 100% of the Initial Contract Value, to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Tehama , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPENDIX B

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____,

A notary public in and for the City / County of _____ personally

appeared _____, Known to me to be the person whose

Attorney-in-fact

name is subscribed to this instrument as the Attorney-in-fact of _____ and

acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

FEDERALLY FUNDED JOB ORDERS

In cases where a Job Order is funded wholly or partially with federal funds, the Contractor will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines:

https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl

<https://www.acquisition.gov/?q=browsefar>

The Contractor shall comply with all federal regulations relating to the performance of Work funded in whole, or in part, with federal funds. In addition, Contractor agrees to flow-down all applicable clauses to lower-tier subcontractors including, but not limited to the following:

1. FEDERAL REQUIREMENTS ON ALL PURCHASES
 - 1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
 - 1.2. Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
 - 1.3. Copeland Anti-kickback Act (for construction and repair) 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
 - 1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
 - 1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
 - 1.6. Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
 - 1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
 - 1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
 - 1.9. Filing of Patent Applications – Classified Subject Matter FAR 52.227-10
 - 1.9. Patents Rights – Ownership by Contractor and Government FAR 52.227-11 and 52.227.13
 - 1.10. Rights in Data – General FAR 52.227-14
 - 1.11. Authorization and Consent Patents and Copyrights 52.227-1
 - 1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
 - 1.13. Buy American Act – Supplies FAR 52.225-3
 - 1.14. Government Property FAR 52.245-5
 - 1.15. Notice of Radioactive Materials FAR 52.223-7
 - 1.16. Privacy Act FAR 52.224-2

APPENDIX C

2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500
 - 2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13
 - 2.2. McNamara –O’Hara Service Contracts Act 41 U.S.C. 351 et seq.

3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000
 - 3.1. Prohibition of Segregated Facilities FAR 52.222-21
 - 3.2. Equal Opportunity FAR 52.222-26
 - 3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36
 - 3.4. Walsh-Healy Public Contracts Act FAR 52.222.20

4. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000
 - 4.1. Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
 - 4.2. Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
 - 4.3. Debarment and Suspension FAR 52.209-6

5. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000
 - 5.1. Anti-kickback procedures FAR 52.203-7
 - 5.2. Restrictions on Subcontractor Sales to the Government FAR 52-203.6
 - 5.3. Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
 - 5.4. Integrity of Unit Prices FAR 52.215-14
 - 5.5. Contract Work Hours and Safety Standards Act FAR 522.222-4
 - 5.6. Clean Air and Water FAR 52.223-2
 - 5.7. Clean Air Act (42 U.S.C. 7401 et seq.)
 - 5.8. Federal Water Pollution Control Act 33 U.S.C. 1251, et seq.
 - 5.9. Drug-Free Workplace FAR 52.223-6
 - 5.10. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
 - 5.11. Utilization of Small Business Concerns FAR 52.219-8
 - 5.12. Preference for US Flag Carriers FAR 52.247-63
 - 5.13. Toxic Chemical Release Reporting 52.223-14

6. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000
 - 6.1. Cost Accounting Standards – Educational Institutions FAR 52.230-5
 - 6.2. Administration of Cost Accounting Standards FAR 52.230-6

7. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$550,000

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- 7.1. Price Reduction for Defective Cost or Pricing Data FAR 52.215-10
- 7.2. Subcontractor Cost or Pricing Data FAR 52.215-12
- 7.3. Subcontractor Cost or Pricing Data – Modifications FAR 52.215-13

8. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000

- 8.1. Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
- 8.2. Liquidated Damages – Subcontracting Plan FAR 52.219-16

9. AFFIRMATIVE ACTION

The Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with TTUS the policies and practices relating to the Contractor's Affirmative Action program.

10. FEDERAL EQUAL OPPORTUNITY

The Contractor and any Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

APPENDIX C

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

- 1. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**2
 - A. **Nondiscrimination Statement**..... 3
 - B. **Contract Assurance**..... 3
 - C. **Prompt Progress Payment**..... 3
 - D. **Prompt Payment of Withheld Funds to Subcontractors** 3
 - E. **Termination and Replacement of DBE Subcontractors**..... 4
 - F. **Commitment and Utilization** 6
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- 3. **BID RIGGING** 9
- 4. **CONTRACT AWARD** 9
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- 15. **PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**..... 20

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

APPENDIX C

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

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perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

APPENDIX C

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 28.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

APPENDIX C

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

APPENDIX C

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

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3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

- 1. Non-ferrous metals
- 2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
- 3. Glass
- 4. Fiber optic cable (including drop cable)
- 5. Optical fiber
- 6. Lumber
- 7. Engineered wood
- 8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer’s certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

- 1. Tools and construction equipment used in performing the work
- 2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

- 1. _____
- 2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

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10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 85984 (10/3/1980)) are as follows:

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MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
178	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA 7485 Santa Cruz, CA	14.9
	CA Santa Cruz 7500 Santa Rosa	9.1
	CA Sonoma 8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1
		14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

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180	Los Angeles, CA: SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
	7480 Santa Barbara-Santa Maria-Lompoc, CA	
CA Santa Barbara	24.6	
Non-SMSA Counties		
CA Inyo; CA Mono; CA San Luis Obispo		
181	San Diego, CA: SMSA Counties	
	7320 San Diego, CA	18.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the

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Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and] (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

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VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

APPENDIX C

programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

APPENDIX C

Federal Trainee Program Special Provisions (to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is [shown on the Notice of Bidders](#).

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

APPENDIX C

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

APPENDIX C

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

CONSTRUCTION TASK CATALOG AND TECHNICAL SPECIFICATIONS LINKS

Construction Task Catalog® and Technical Specifications Link:

<https://fortive.box.com/s/lh3ynuud8ulhqcb7m18qhhmx3fixplew>

Please note: The links will cease to be available after 12/9/2025. Please download and save as soon as possible.

NOTE: These Supplementary Conditions apply to FEMA funded County projects. The County anticipates that most projects performed through the Job Order Contracting program will not be FEMA funded.

SUPPLEMENTARY CONDITIONS – FEMA FUNDED PROJECT

The Agreement/Contract (collectively, “Contract”) may be funded in whole or in part by federal grant funding received by The County of Tehama (“County”) from the Federal Emergency Management Agency (“FEMA”), which is part of the United States Department of Homeland Security (“DHS”). Therefore, Consultant/Contractor (collectively, the “Contractor”) must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the Contractor’s performance of the work or services covered by the Contract (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Contract and the Contract shall be read and enforced as though such federal laws and regulations were included therein.

Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any The County of Tehama request that would cause the County to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Contract shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Contract shall remain in full force and effect.

In addition, the Contractor agrees to the following specific provisions:

1.1 Debarment

- .1 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- .2 The County will ensure the Contractor and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing a contract.

1.2 Cost Plus Percentage Not Allowed

- .1 Notwithstanding any provisions in the agreement to the contrary, the Contractor and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes but is not limited to the use of percentages for change orders or mark-ups on sub-contractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

1.3 Additional Federal Contracting Requirements

- .1 The Contractor must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).
- .2 The Contractor must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

APPENDIX E

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- .3 The Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).
 - .4 The Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
 - .5 The Contractor must comply with Title VIII of the Civil Rights Act of 1968, which prohibits Contractors from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).
 - .6 The Contractor must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
 - .7 The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
- .8 The Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - .9 The Contractor must provide reporting as specified in the plans, specifications and deliverables section of the contract.
 - .10 The County shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - .11 The County shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.
 - .12 The City, County, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - .13 The Contractor must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
 - .14 The Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

APPENDIX E

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- .15 The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - .16 The Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
 - .17 The County is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the Contractor's compliance with the terms of the Contract.
 - .18 The Contractor must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Contract.
 - .19 If the Contractor collects PII (Personally Identifiable Information) in connection with the Project, the Contractor is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.
 - .20 The Contractor must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
 - .21 The Contractor must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
 - .22 The Contractor must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
 - .23 The Contractor must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency ("LEP") to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
 - .24 The Contractor must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the Contractor to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
 - .25 Unless otherwise provided by law, the Contractor is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Contractor is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

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- .26 The Contractor must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
 - .27 The Contractor must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
 - .28 The Contractor must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.
 - .29 The Contractor must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.
 - .30 The Contractor must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
 - .31 The Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
 - .32 The Contractor must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
 - .33 The Contractor must acknowledge and agree—and require any sub-contractors, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:
 - a. the Contractor must cooperate with any compliance review or complaint investigation conducted by DHS;
 - b. the Contractor must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;
 - c. the Contractor must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
 - d. the Contractor must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;
 - e. if, during the past three years, the Contractor has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Contractor must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
 - f. in the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Contractor, or the Contractor settles a case or matter alleging such

APPENDIX E

discrimination, the Contractor must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).

- .34 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- .35 Small and Minority Businesses: The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section. http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1321&rgn=div8
- .36 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).
- .37 The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- .38 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5). This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
- .39 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

APPENDIX E

- .40 The Contractor shall provide reporting as specified in the plans, specification and deliverables section of the contract.
- .41 The County shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- .42 The County shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.
- .43 The City, County, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- .44 The Contractor shall maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- .45 The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- .46 The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

The United States has the right to seek judicial enforcement of these obligations.



Tehama County

Agenda Request Form

File #: 25-1868

Agenda Date: 10/28/2025

Agenda #: 19.

PUBLIC WORKS / ADMINISTRATION / PERSONNEL - Chief Administrator Gabriel Hydrick

Requested Action(s)

a) Request approval and authorization to re-recruit for the Director of Public Works with a salary range of \$181,489 - \$220,601 (Steps A - E) per year and an additional \$3,000 per year (\$250 per month) for duties performed as Road Commissioner

Financial Impact:

The estimated annual cost for salary, benefits and roll-up costs is approximately \$233,971 - \$277,624. This is an annual increase of approximately \$29,421 - \$35,115 from the current salary placement.

Background Information:

The Director of Public Works has been vacant since February 2025. The County has conducted two (2) recruitments via the County's recruitment website and internal recruitment efforts and received a total of nine (9) applications and three (3) qualified applicants. In September 2025, the County entered into an agreement with WBCP for recruitment services and received a total of eighteen (18) applications and one (1) qualified applicant.

The requested action is for approval to conduct a competitive recruitment for the position of Director of Public Works with an increased salary of \$181,489 - \$220,601 per year. Additionally, it is requested the payment for duties performed as Road Commissioner be increased from \$100 per month to \$250 per month, for a total of \$3,000 per year.



Tehama County

Agenda Request Form

File #: 25-1805

Agenda Date: 10/28/2025

Agenda #: 20.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Correctional Deputy I, Range 28, Step 3, upon successful completion of all pre-employment requirements.

Financial Impact:

The funds for this position are currently budgeted in the FY 25/26, Budget Unit 2032.

Background Information:

The selected candidate brings over 18 years of service with the Army National Guard, where he served as a full-time Platoon Sergeant. In this leadership role, he supervised and mentored 30 soldiers, ensuring operational readiness and compliance with Army Regulations. His duties included conducting inspections of personnel, equipment, and facilities, and enforcing standards of safety, discipline, and accountability. He demonstrated strong leadership, sound judgment, and effective decision-making in high-pressure environments. The candidate holds extensive training in First Aid/CPR, firearms, and radio communications, with a thorough understanding of rank structure and chain of command.

Based on his advanced training and proven leadership experience, placement at Step 3 is justified. His hiring will be a valuable asset to the Tehama County Sheriff's Office and the community it serves.

The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 28, Step 3 within the Deputy Sheriffs' Association (DSA) Memorandum of Understanding (MOU).



OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling* reasons exist to start an individual at a higher step.

*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Correctional Deputy I at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 25.60 Step 1 Request: \$ 28.22 Step 3
2. Total applications received during recruitment for this position: 9
Total number of "qualified" applicants: 5

3. Justification for requesting higher step than A:

The selected candidate brings over 18 years of service with the Army National Guard, where he served as a full-time Platoon Sergeant. In this leadership role, he supervised and mentored 30 soldiers, ensuring operational readiness and compliance with Army Regulations. His duties included conducting inspections of personnel, equipment, and facilities, and enforcing standards of safety, discipline, and accountability. He demonstrated strong leadership, sound judgment, and effective decision-making in high-pressure environments. The candidate holds extensive training in First Aid/CPR, firearms, and radio communications, with a thorough understanding of rank structure and chain of command.

Based on his advanced training and proven leadership experience, placement at Step 3 is justified. His hiring will be a valuable asset to the Tehama County Sheriff's Office and the community it serves.

4. How has the Department budgeted for this additional cost?

The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all the material facts which should be considered with this request.

Department Head Signature



Tehama County

Agenda Request Form

File #: 25-1820

Agenda Date: 10/28/2025

Agenda #: 21.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)

- a) **RESOLUTION** - Request adoption of the resolution authorizing signatory authority for the Sheriff, Undersheriff, and Captain for the purpose of participating in the JAG Equipment and Training Program supported by the Edward Byrne Memorial Justice Assistance Grant Program and Administered by the Board of State Community Corrections (BSCC)

- b) **AGREEMENT** - Request approval and authorization for the Sheriff to sign Standard Agreement #BSCC 1547-25 with the State of California Board of State and Community Corrections to accept grand funding for the Tehama County Sheriff's Office to be utilized for the purchase of a portable drug identification tester in the amount of \$50,551, effective 10/1/25 through 09/30/26

Financial Impact:

This anticipated revenue of \$50,551.00 will be utilized towards the purchase of one portable drug identification tester for FY 25/26. There is no requirement for matching funds.

Background Information:

The State of California Board of State and Community Corrections (BSCC) Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program is a non-competitive, population-based grant. Tehama County has been allocated \$50,551.00 in JAG funding to support law enforcement drug enforcement efforts through equipment purchases or training.

The Tehama County Sheriff's Office currently utilizes one portable drug identification tester that will become obsolete by the end of the year. The allocated funds will be used to purchase a replacement portable drug identification tester to maintain operational capability in the field.

An approved resolution must be received prior to the grant agreement being approved and funding being released.

Resolution No. XXXX-XX

**A RESOLUTION OF THE TEHAMA COUNTY BOARD OF SUPEVISORS
AUTHORIZING THE SHERIFF TO EXECUTE JAG GRANT DOCUMENTS.**

WHEREAS, the County of Tehama Sheriff’s Office desires to participate in the JAG Equipment and Training Grant Program supported by the Edward Byrne Memorial Justice Assistance Grant Program funds and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Tehama that the Sheriff and his designees are hereby authorized to execute for and on behalf of the County of Tehama, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Federal Assistance provided by the Board of State and Community Corrections (BSCC), with any future Grant Agreement(s) to come back to the Board of Supervisors for confirmation;

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body; and

BE IT FURTHER RESOLVED that the implementing agency/organization and partnering entities agree to abide by the statutes and regulations governing the federal Justice Assistance Grant Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC and confirmed as set forth herein.

The foregoing Resolution was offered by Supervisor _____, and seconded by Supervisor _____ on _____ and adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
)
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisor of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisor on the _____ day of _____.

Dated: _____

SEAN HOUGHTBY, County Clerk and ex-officio
Clerk of the Board of Supervisor,
County of Tehama, State of California

By: _____
Deputy

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1547-25

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

TEHAMA COUNTY

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2025

THROUGH END DATE

SEPTEMBER 30, 2026

3. The maximum amount of this Agreement is:

\$50,551

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Exhibit E	2022 and 2023 JAG Federal Award Conditions	40
Attachment 1	JAG Equipment and Training Program Request for Applications*	
Attachment 2	JAG Equipment and Training Program Application for Funding	9
Appendix A	JAG Executive Steering Committee	1

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

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

CONTRACTOR

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

TEHAMA COUNTY

CONTRACTOR BUSINESS ADDRESS

22840 Antelope Boulevard

CITY

Red Bluff

STATE

CA

ZIP

96080

PRINTED NAME OF PERSON SIGNING

Dave Kain

TITLE

Sheriff-Coroner

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Colleen Curtin

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Tehama County (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. JAG Equipment and Training Program funds may be used ONLY for the purchase of equipment/fixed assets and/or supplies to support activities that fall under any one or more of the following program purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 5) drug treatment and enforcement programs; and 8) mental health programs and related law enforcement and corrections programs.

Grantee agrees to administer the project in accordance with Attachment 1: JAG Equipment and Training Program Request for Applications (by reference) and Attachment 2: JAG Equipment and Training Program Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Dave Kain

Title: Sheriff-Coroner

Address: 22840 Antelope Boulevard, Red Bluff, CA 96080

Phone: (530) 529-7950

Designated Financial Officer authorized to receive warrants:

Name: Nickoli Brummond

Title: Fiscal Analyst

Address: 22840 Antelope Boulevard, Red Bluff, CA 96080

Phone: (530) 528-8979

Email: nbrummond@tehamaso.org

Project Director authorized to administer the project:

Name: Dave Kain

Title: Sheriff-Coroner

Address: 22840 Antelope Boulevard, Red Bluff, CA 96080

Phone: (530) 529-7950

Email: dkain@tehamaso.org

C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: JAG Equipment and Training Program Request for Applications (by reference) and Attachment 2: JAG Equipment and Training Program Application for Funding

5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports, including results for the federal performance indicators, in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. October 1, 2025 to December 31, 2025	January 15, 2026
2. January 1, 2026 to March 31, 2026	April 15, 2026
3. April 1, 2026 to June 30, 2026	July 15, 2026
4. July 1, 2026 to September 30, 2026	October 15, 2026

- B. The grantee shall submit all other reports and data as required by the BSCC

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

EXHIBIT A: SCOPE OF WORK

7. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee’s receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee’s receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

- In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend \$750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

8. UNIQUE ENTITY IDENTIFIER (UEI)

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Unique Entity Identifier (UEI) number, used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. October 1, 2025 to December 31, 2025
2. January 1, 2026 to March 31, 2026
3. April 1, 2026 to June 30, 2026
4. July 1, 2026 to September 30, 2026

Due no later than:

- February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026

- B. All project expenditures must be incurred by the end of the grant project period, September 30, 2026, and included on the invoice due November 15, 2026. Project expenditures incurred after September 30, 2026 will not be reimbursed.
- C. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- D. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, the Federal Government, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Department of Justice, Office of Justice Programs. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.
- C. If JAG funding is reduced or falls below estimates contained within the JAG Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible and "ineligible" project costs are set forth in the July 2023 BSCC Grant Administration Guide, which can be found under Grantee Resources, here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

- A. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

Project Budget	
Line Item	Grant Funds
1. Services and Supplies	\$0
2. Equipment/Fixed Assets	\$50,551
3. Training Expenses	\$0
4. Indirect Costs	\$0
TOTAL	\$50,551

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment and Training Program Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.
- C. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment Program and Training Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the JAG Equipment and Training Program RFA and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records
Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
 - 2) Access to Books and Records
Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment Program and Training Application for Funding.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: JAG Equipment and Training Program Request for Applications, and Attachment 2: JAG Equipment Program and Training Application for Funding
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

2022 JAG Award Federal Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

8. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of

discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates

the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify

employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the

recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than

\$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate

to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance

measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

42. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

- 43.** The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are

(a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement,

prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

54. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

55. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must

include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 56.** The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 57.** "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

- 58.** Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information

on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

59. BJA- JAG - Withholding of funds for program narrative

Withholding of funds: Program narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Condition Modification has been issued to remove this condition.

60. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

61. BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

62. BJA- JAG - Withholding of Funds for State Strategic Plan submission

Withholding of funds: Required State Strategic Plan submission

The recipient may not expend or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and an Award Condition Modification has been issued to remove this condition.

63. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

- 64.** In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

2023 JAG Award Federal Conditions

1. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

4. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>,

and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm>), and incorporated by reference

into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the

provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately

stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement

contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

37. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

38. Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

39. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

41. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

42. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

43. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

47. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

48. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

49. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

50. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

51. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

52. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

53. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or

not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

54. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

55. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

56. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

57. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

58. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United

States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

59. Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

60. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

61. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

63. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

64. BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

65. Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

66. Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Title	Tehama County Sheriff's Office	09/08/2025
	by Jennifer Crane in Edward Byrne Memorial Justice Assistance Grant Program (JAG) Equipment and Training Program	id. 51585195
	jcrane@tehamaso.org	

Original Submission 09/08/2025

Score n/a

The Edward Byrne Memorial Justice Assistance Grant (JAG) Equipment and Training Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions marked "(required)" in red require responses. Applicants will not be able to submit the JAG Equipment and Training Program Application until all questions marked "(required)" have been completed. Applicants may reference the JAG Equipment and Training Program Request for Applications (RFA) for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The JAG RFA is available on the BSCC website JAG Homepage NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION 1 - BACKGROUND INFORMATION This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.

Name of Applicant (County) Tehama County Sheriff's Office

Applicant's Physical Address 22840 Antelope Blvd
PO Box 729
Red Bluff
California
96080
US
40.1863216
-122.1866954

Applicant's Mailing Address (If different than physical address)

Mailing Address for Payment	PO Box 729 Red Bluff California 96080 US 40.178314 -122.244842
Tax Identification Number	94-6000543
Federal Employer ID	94-6000543
Unique Entity Identifier (UEI)	CN7XU13FGJ99
Lead Public Agency	Tehama County Sheriff's Office
Project Title	TCSO - Enhanced Field Drug Testing Initiative
Program Purpose Areas (PPA)	Applicants are required to identify the Program Purpose Areas (PPA) and Priority Areas of Need for which equipment, supplies, and/or training initiatives JAG funds will be used. A total of five eligible PPAs are identified in the JAG RFA (Page 7): PPA 1: Law enforcement programs PPA 2: Prosecution and court programs PPA 3: Prevention and education programs PPA 5: Drug treatment and enforcement programs PPA 8: Mental health programs and related law enforcement and corrections programs Applicants are required to address a minimum of one Program Purpose Area and one corresponding Priority Area of Need. Applicants are not required to address each PPA or Priority Area of Need.
Law Enforcement Programs (PPA 1)	Drug enforcement
Prosecution and Court Programs (PPA 2)	
Prevention and Education Programs (PPA 3)	
Drug Treatment and Enforcement Programs (PPA 5)	
Mental Health Programs and Related Law Enforcement and Corrections Programs (PPA 8)	

Proposal Summary	The Tehama County Sheriff's Office faces growing challenges with narcotics-related incidents, particularly synthetic opioids such as fentanyl. Deputies routinely handle suspected substances during patrol, investigations, and task force operations. Current reliance on field test kits with limited accuracy and lab confirmation causes delays in enforcement and case resolution. While one portable drug identification tester is in use, an additional unit would greatly improve efficiency. Acquisition will enhance safety by reducing exposure risks and enable deputies to conduct safe, accurate, and immediate field analysis.
SECTION 2 - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.
Project Director	Dave Kain
Project Director's Title with Agency/Department/Organization	Sheriff-Coroner
Project Director's Email Address	dkain@tehamaso.org
Project Director's Phone Number	+15305297950
Project Director's Address	22840 Antelope Blvd PO Box 729 Red Bluff California 96080 US 40.1863216 -122.1866954
Financial Officer	Nickoli Brummond
Financial Officer's Title with Agency/Department/Organization	Fiscal Analyst
Financial Officer's Email Address	nbrummond@tehamaso.org
Financial Officer's Phone Number	+15305288979

Financial Officer's Address 22840 Antelope Blvd
PO Box 729
Red Bluff
California
96080
US
40.1863216
-122.1866954

Day-To-Day Program Contact Jennifer Crane

Day-To-Day Program Contact's Title with Agency/Department/Organization Accountant I/Grant Manager

Day-To-Day Program Contact's Email Address jcrane@tehamaso.org

Day-To-Day Program Contact's Phone Number +15305288979

Day-To-Day Fiscal Contact Jennifer Crane

Day-To-Day Fiscal Contact's Title with Agency/Department/Organization Accountant I/Grant Manager

Day-To-Day Fiscal Contact's Email Address jcrane@tehamaso.org

Day-To-Day Fiscal Contact's Phone Number +15305288979

Name of Authorized Officer* Dave Kain

Authorized Officer's Title with Agency/Department/Organization Sheriff-Coroner

Authorized Officer's Email Address dkain@tehamaso.org

Authorized Officer's Phone Number +15305297950

Authorized Officer Assurances checked

SECTION 3 -
PROJECT
NARRATIVE AND
BUDGET

This section requests responses to the items to be addressed in the Project Narrative.

Project Narrative
Instructions

The Project Narrative must address the following, as described in the JAG RFA (Page 15): Identify to need Describe the need(s) to be addressed, the process used to determine the need(s) and how the need(s) are related to the identified JAG Program Purpose Areas and Priority Areas of Need. For each PPA and Priority Area of Need identified: a) Describe the equipment and supplies to be purchased and explain how those purchases will support that PPA and Priority Area of Need, and/or b) Describe the training that will be offered and how it will support that PPA and Priority Area of Need. When responding, clearly identify each item being addressed (i.e. Description of Need, PPAs identified, etc.). The Project Narrative may not exceed 6,692 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 3 pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submit the JAG Equipment and Training Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section item to be addressed.

Project Narrative

The Tehama County Sheriff's Office continues to face increasing narcotics-related incidents, particularly involving synthetic opioids such as fentanyl and its analogues. Deputies routinely encounter suspected controlled substances during patrol operations, investigations, and interagency task force activities. Current practices rely on presumptive field test kits with limited accuracy, followed by laboratory confirmation, which often delays enforcement, case resolution, and diversion efforts.

While the agency currently utilizes one portable drug identification tester, the limited availability of this equipment restricts its use across patrol, narcotics, and special operations units. This gap reduces efficiency and increases risks to both officers and the community. Exposure to fentanyl—even trace amounts—poses life-threatening consequences, making the need for additional non-contact, reliable field testing technology both urgent and essential.

The need for this equipment was identified through:

Internal review of narcotics-related case reports and delays in case processing.

Feedback from deputies regarding operational safety and efficiency challenges.

Consultation with partner agencies highlighting the value of portable, accurate testing in the field.

II. Alignment with JAG Program Purpose Areas (PPA) and Priority Areas of

Need

This project directly supports the following JAG PPAs and Priority Areas:

PPA: Law Enforcement Programs / Equipment & Technology

Priority Area of Need: Officer Safety and Investigative Efficiency

The portable drug identification tester will enhance officer safety by minimizing exposure risks during suspected narcotics seizures. It will also improve investigative efficiency by providing rapid, accurate analysis, reducing reliance on presumptive kits and shortening the timeline from seizure to preliminary identification.

PPA: Crime Prevention and Education

Priority Area of Need: Addressing the Opioid Crisis

By improving the Sheriff's Office capacity to identify fentanyl and other dangerous substances quickly, the equipment strengthens narcotics enforcement and community safety efforts. Faster and more reliable identification will support diversion programs, prevention strategies, and community education initiatives tied to opioid awareness.

III. Equipment to Be Purchased

The Sheriff's Office seeks to acquire one additional portable drug identification tester (Raman spectroscopy-based unit) with the following components:

Base unit for field identification of powders, liquids, and pills.
Protective case and accessories for deployment across operational units.
Manufacturer-provided training to ensure deputies are proficient in use, calibration, and evidence-handling protocols.

IV. Training Component

The acquisition includes vendor-provided training for designated deputies. This training will cover safe handling of unknown substances, operation of the device, calibration, and integration of test results into case documentation. Training will directly support the identified Priority Areas of Need by ensuring deputies maximize the tool's capacity for officer safety and investigative accuracy.

V. Conclusion

The acquisition of a portable drug identification tester directly responds to the Sheriff's Office identified needs for increased officer safety, improved investigative efficiency, and enhanced narcotics enforcement. By aligning with JAG Program Purpose Areas and addressing Priority Areas of Need, this project will provide Tehama County with critical resources to confront the ongoing opioid crisis, strengthen case outcomes, and safeguard both deputies and the community.

Budget Instructions Applicants are required to submit a Project Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become the Proposal Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The grant budget must cover the entire grant period. Funding will be allocated to counties based on county population as shown in Table 2 below on page 9-10 of the JAG RFA . This is a non-competitive grant. Applicants may apply for any dollar amount up to and including the available amount allocated to their county. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The JAG Project Budget Attachment is provided as a stand-alone document on the BSCC website on the JAG Homepage.

Attachment A: JAG Project Budget Attachment

[Attachment-A-JAG-RFA-Budget-Attachment_Final-TCSO.xlsx](#)

SECTION 4 - ATTACHMENTS This section list the attachments that may be submitted with the application. Appendix B: · Governing Board Resolution or Other Proof of Signing Authority (not required at time of application, but must be submitted prior to contract execution) Appendix C: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (not required at time of application, but must be submitted prior to contract execution)

OPTIONAL: Appendix B: Governing Board Resolution or Other Proof of Signing Authority

OPTIONAL: Certification of Compliance with BSCC Polices On Debarment, Fraud, Theft, and Embezzlement (Appendix C)

CONFIDENTIALITY NOTICE: All documents submitted as a part of the Edward Byrne Memorial Justice Assistance Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

JAG Equipment and Training Program

Name of County Applicant: Tehama County Sheriff's Office

Note: Rows 7-10 will auto-populate based on the information entered in the budget Categories (Services and Supplies, etc.)

Budget Category	Total
1. Services and Supplies	\$0
2. Equipment/Fixed Assets	\$50,551
3. Training Expenses	\$0
4. Indirect Costs	\$0
TOTAL	\$50,551

1a. Services and Supplies

Itemized List of Services or Supplies	Calculation for Expenditure	Total
Example: Office Supplies (Paper, Pens, etc.)	\$350/month x 12 Months	\$4,200
TOTAL		\$0

1b. Services and Supplies Narrative:

Enter narrative here. You may expand cell height if needed.

2a. Equipment/Fixed Assets

Itemized List of Professional Service(s)	Calculation for Expenditure	Total
Example: Purchase of Vehicle	Toyota Prius @ Market Value	\$24,000
Purchase of Portable Drug Identification Tester	Quote received from vendor	\$50,201
Purchase of Portable Drug Identification Tester Case	Average cost of a protective case	\$350
TOTAL		\$50,551

2b. Equipment/Fixed Assets Narrative

*The Sheriff's Office is requesting funding for the purchase of one portable drug identification tester. This device uses Raman spectroscopy technology to safely and accurately identify controlled substances such as fentanyl, methamphetamine, heroin, and prescription drugs in the field.
Estimated Cost: \$76,0006.00 (\$50,201 from grant funds remaining \$25,805 will come from other sources)*

*The purchase includes vendor-provided training for designated deputies. This training ensures proper operation, calibration, safety procedures, and integration of results into evidence documentation.
The addition of a second portable drug identification tester will enhance operational efficiency and officer safety. Currently, the Sheriff's Office has only one device, limiting its availability during simultaneous operations. The requested equipment will allow deputies to conduct immediate, non-contact analysis of suspected narcotics, reducing reliance on less reliable presumptive test kits and minimizing exposure risks. The requested funding aligns with BSCC JAG Program Purpose Areas by supporting Law Enforcement Programs / Equipment and Technology, with a direct impact on Officer Safety, Investigative Efficiency, and Addressing the Opioid Crisis.*

3a. Training Expenses

Itemized of Equipment/Fixed Asset	Calculation for Expense	Total
Example Crisis Response Training	\$1200 Reg. Fees * 4 Participants + Lodging 2 rooms @ \$200/night * 2 nights + Per Diem \$150/person * 2 days	\$6,800
TOTALS		\$0

3b. Training Expenses

Enter narrative here. You may expand cell height if needed.

4a. Indirect Costs

For this grant program, indirect costs may be charged using only **one** of the two options below:

	Rate	Direct Costs	Max. Allowable Indirect Costs	Grant Funds
If the applicant does not have a federally approved indirect cost rate, the applicant may claim indirect costs using the Federal De Minimis, 15% of Modified Total Direct Costs (calculated as 15% multiplied by total direct costs, minus equipment, plus up to the first \$50,000 of each subcontract)	15.00%	\$0	\$0	
*If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277				
If the applicant has a federally approved indirect cost rate, may claim indirect costs up to the organization's federally approved indirect cost rate.		\$50,551	\$0	
*If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278				
			TOTAL	\$0

4b. Indirect Costs Narrative

Enter narrative here. You may expand cell height if needed.

APPENDIX A: JAG EXECUTIVE STEERING COMMITTEE ROSTER

2018 JAG Executive Steering Committee

	Name	Title	Organization
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Mark Delgado	Executive Director	Los Angeles County's Countywide Criminal Justice Coordination Committee, Los Angeles County
3	Eric Durnell	Ph. D. Candidate	Social Psychology, California State University, San Francisco, San Francisco County
4	David Fernandez	Senior Special Agent	California Department of Corrections and Rehabilitation, Sacramento County
5	Robin Lipetzky	Public Defender	Contra Costa County
6	Lyle Martin	Police Chief	Bakersfield Police Department, Kern County
7	Steven Meinrath	Attorney	Sacramento County
8	Debbie Paolinelli	Assistant County Administrative Officer	Fresno County
9	Jonathan Raven	Chief Deputy District Attorney	Yolo County
10	Darren Thompson	Sheriff-Coroner	San Benito County
11	Erik Upson	Police Chief	Benicia Police Department, Solano County
12	Erica Webster	Master's Candidate	Luskin School of Public Affairs, University of California Los Angeles, Los Angeles County
13	Charles White, Ph. D.	Director, Criminal Justice	Azusa Pacific University, San Diego County

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)

County of Tehama

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)

22840 Antelope Blvd

CITY, STATE, ZIP CODE

Red Bluff, CA, 96080

E-MAIL ADDRESS

jcrane@tehamaso.org

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)**9 4 - 6 0 0 0 5 4 3**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**

Dave Kain

TITLE

Sheriff-Coroner

E-MAIL ADDRESS

dkain@tehamaso.org

SIGNATURE**DATE****TELEPHONE** (include area code)

(530) 529-7950

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 (Form 1099).

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
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
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.

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(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

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

22840 Antelope Blvd

CITY, STATE, ZIP CODE
Red Bluff, CA, 96080

E-MAIL ADDRESS
jcrane@tehamaso.org

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

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9 4 - 6 0 0 0 5 4 3

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- 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 Dave Kain	TITLE Sheriff-Coroner	E-MAIL ADDRESS dkain@tehamaso.org
SIGNATURE	DATE	TELEPHONE (include area code) (530) 529-7950

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Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE		UNIT/SECTION	
MAILING ADDRESS		FAX	TELEPHONE (include area code)
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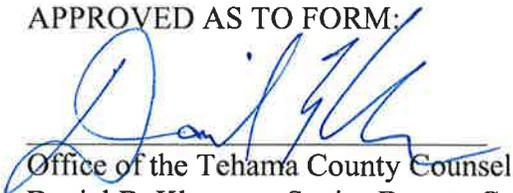
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Board of Directors

Document Description: Resolution for JAG Grants

APPROVED AS TO FORM:


Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

Date:

20/14/25

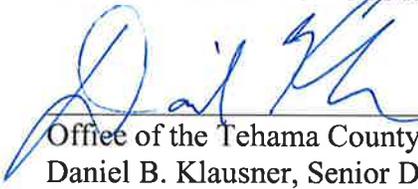
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Board of Directors

Document Description: Agreement for JAG Grants

APPROVED AS TO FORM:


Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 40/14/25



Tehama County

Agenda Request Form

File #: 25-1852

Agenda Date: 10/28/2025

Agenda #: 22.

ADMINISTRATION - Chief Administrator Gabriel Hydrick

Requested Action(s)

a) STUDY SESSION - Presentation of the Strategic Plan and possible direction to staff for Strategic Plan modifications in preparation for the coming budget cycle

Financial Impact:

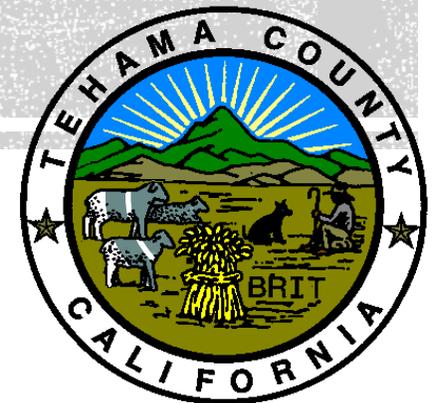
There is no financial impact associated with this item.

Background Information:

The County has been working on and modifying the Strategic Plan for the last couple of years. During budget development this year the Board directed staff to bring the Strategic Plan back in October to provide a foundation for Mid-Year and 26/27 Budget Year decisions. Before the Board today are many accomplishments according to the Strategic Plan and a condensed version that more closely aligns with the formats Chair Hansen and Supervisor Nolen provided from San Diego and Mariposa counties respectively. Staff is still working on identifying more accomplishments so the list provided in this background will be different from the version provided to the Board and public at the Board meeting on 10/28/2025. Staff welcomes modifications to the Strategic Plan and hopes such direction will provide budgetary direction for the coming Mid-Year and Fiscal Year decisions and objectives.

STRATEGIC PLAN 2025

A FOUNDATION FOR BUDGET, MORALE,
COMMUNITY, & PROSPERITY





Completed
In Process

▪ **FISCAL STABILITY**

- More accurate budgeting for vacant positions
- Brought Boat Ramps before Board once already
- Completion of Hazard Mitigation Plan and General Plan Safety Element for CDA Funds (Park Fire)
- Juvenile Hall costs and agreements modernized
- **Developing Budget Policy**
- **Moving to Programmatic Budgeting**
- **Successful Fee & Franchise Fee RFP**
- **TOT- update ordinance, procure & implement platform**
- **In second year of TRAN Loan**
- **Joined SB90 CSAC group**
- **Updated parks and facilities fees**
- **ClearGov**
- **Got Franchise Fee opportunity in GSCA agreement**
- **Develop new Tribal MOU**
- **Moving Plot Plan process digital and modernizing fees**
- **Developing template for Development Agreement**
- **Provided ideas to CSAC for USDA grants**
- **County joined RCRC RFP for Jail Medical Feasibility Study**



Completed
In Process

- **PUBLIC HEALTH**
 - Transition to Mobile Crisis Unit



Completed
In Process

▪ **RISK MANAGEMENT**

- Evident insurance verification & management software implemented
- Improve Standard Agreement and mitigate exposure by updating Abuse and Molestation insurance



Completed
In Process

- ORGANIZATIONAL HEALTH



Completed
In Process

- **PUBLIC EDUCATION**

- Strategic Plan publicly available online
- County budget online, live, and interactive

2025 STRATEGIC PLAN



[This Photo](#) by Unknown Author is licensed under [CC BY](#)

FISCAL STABILITY

- Implement Fee Study and Franchise Fee findings from Departmental Fee & Franchise Fee RFP
 - Leverage new fees
 - Track, manage and audit Franchise Fees
- Develop and implement new MOU with Tribe
- Move Budget practice to Programmatic Based Budgeting
- Develop methodologies to increase cost savings and efficiencies through technology
- Finalize Budget Policy
- Cost Benefit analysis to Minimize/Eliminate late fees
- Continue and adjust TRAN Loans
- Maximize One Time Funds
- Obtain and implement Board direction on missed revenue:
 - Departmental fees, Boat ramps, Park and Facility fees, Development Impact Fees, Williamson Act funds, TOT rate, Franchise Fees, Sites Reservoir

PUBLIC SAFETY

- Advance Sales Tax Initiative
- Improve Revenues & reduce Expenditures
- Results of Code Enforcement Seed Money for blighted properties
- Identify and leverage grant opportunities
- Reduction of biofuels
- Lobby improvements to homeowner insurance
- Improve Animal Shelter and Animal Shelter structure (JPA, 501c3)
- County wide drone program

ORGANIZATIONAL HEALTH

- Centralize/Consolidate departments for fiscal and service efficiencies
- Ensure County codes are clear, comprehensive and align with legal and community needs
- Create, encourage and maintain a stable and friendly work environment for all levels to improve recruitment and retention
- Integrate IT and IT staffing for cost savings and efficiency
- Review opportunities to consolidate redundant functions
- Invest in Personnel for recruitment and retention purposes

PUBLIC HEALTH

- Value groundwater as a natural resource for responsible and beneficial use
- Address public nuisances to keep Tehama County a desirable place to live, work and play

COMMUNITY EDUCATION

- Provide frequent, consistent, and accurate information through various means
- Improve transparency through technology
- Publish Strategic Plan
- Develop and implement guidelines, best practices, policies and procedures for the use of social media platforms



**PROPOSED
FORMATS**

- Chair Hansen and Supervisor Nolen provided formats they liked for Tehama to consider our format:
 - San Diego County
 - Mariposa County

SAN DIEGO STRATEGIC INITIATIVES

STRATEGIC INITIATIVES provide the framework for the County to set measurable goals. These initiatives are designed to span the entire organization, break down silos, and extend across groups for all departments to see their work contributing to the overall success of the region.

SUSTAINABILITY:

Economy

- Align the County's available resources with services to maintain fiscal stability and ensure long-term solvency.
- Create policies to reduce and eliminate poverty, promoting economic sustainability for all.

Climate

- Actively combat climate change through innovative or proven policies, green jobs, sustainable facility construction or maintenance and hazard mitigation.

Environment

- Protect and promote our natural and agricultural resources, diverse habitats and sensitive species.
- Cultivate a natural environment for residents, visitors and future generations to enjoy.

Resiliency

- Ensure the capability to respond and recover to immediate needs for individuals, families, and the region.

EQUITY:

Health

- Reduce disparities and disproportionality and ensure access for all through a fully optimized health and social service delivery system and upstream strategies.
- Focus on policy, systems and environmental approaches that ensure equal opportunity for health and well-being through partnerships and innovation.

Housing

- Utilize policies, facilities, infrastructure, and finance to provide housing opportunities that meet the needs of the community.

Economic Opportunity

- Dismantle barriers to expanding opportunities in traditionally underserved communities and businesses, especially communities of color and low income.
- Advance opportunities for economic growth and development to all individuals and the community.

EMPOWER:

Workforce

- Invest in our workforce and operations by providing support services and excellent customer service to ensure continuity of operations remains at its best.

Transparency and Accountability

- Maintain program and fiscal integrity through reports, disclosures, and audits.

Innovation

- Foster new ideas and the implementation of proven best practices to achieve organizational excellence.



COMMUNITY:

Engagement

- Inspire civic engagement by providing information, programs, public forums or other avenues that increase access for individuals or communities to use their voice, their vote, and their experience to impact change.

Safety

- Support safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

Quality of Life

- Provide programs and services that enhance the community through increasing the well-being of our residents and our environments.

Communications

- Create proactive communication that is accessible and transparent.
- Offer interpreters for community meetings or translations of information to ensure residents have every opportunity to make informed decisions while listening to, participating in or using County services or programs.

Partnership

- Facilitate meaningful conversations, shared programming, grant opportunities, or other opportunities to maximize resources through community partnerships to benefit the region.

JUSTICE:

Safety

- Ensure a fair and equitable justice system in the defense and prosecution of crimes, investigations of abuse and neglect, and support and services for victims.
- Focus efforts to reduce disparities and disproportionality across the justice system.

Restorative

- Contribute to a system of restorative justice that strives to repair harm to victims and to the community at large, as well provide inclusive opportunities for justice involved individuals to contribute to the region.

Environmental

- Advance equal protection and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies with an urgent focus on communities of color and low-income communities recognizing they historically lacked the same degree of protection from environmental and health hazards.
- Ensuring equal access to decision-making processes that create healthy environments in which to live, learn and work.



Focus Areas:

Communication Focus Areas	
1	Information – Ensure vital and informative information is available and easily accessible to employees and the community.
2	Education – Provide quality information, background, and education to the community regarding County programs, policies, and offerings.
3	Appreciation – Acknowledge the unique, strong community we serve and the hard-working, dedicated staff we have.

- <https://www.mariposacounty.org/DocumentCenter/View/94080/Mariposa-County-Strategic-Communications-Plan?bidId=>



Tehama County

Agenda Request Form

File #: 25-1745

Agenda Date: 10/28/2025

Agenda #: 23.

COMMITTEES / COMMISSIONS - Board of Supervisors

Requested Action(s)

a) Request to appoint one (1) representative of the Board of Supervisors and one (1) alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2025-2026 term, effective 12/1/2025

(Incumbents: Pati Nolen, Alternate: Tom Walker)

Financial Impact:

Travel expenses may be incurred for these representatives or other members of the Board to attend annual conferences. These travel expenses have been included in the travel budget for each Supervisor.

Background Information:

CSAC requests all nominations for new directors to be received prior to their annual conference, which is set to commence on Monday, December 1, 2025.

If the Board chooses to not nominate new representatives at this time, the current appointees will continue to serve in this capacity.



Tehama County

Agenda Request Form

File #: 25-1869

Agenda Date: 10/28/2025

Agenda #: 24.

BOARD OF SUPERVISORS

Requested Action(s)

a) Request formal direction to staff to draft and sign the agreement with TeamCivX for services related to the Public Safety Tax Initiative

b) TRANSFER OF FUNDS: PROFESSIONAL COUNTY SERVICES, B-15- From Fund Balance (101-301900) to Contingency (1109-59000) \$46,750.00; and From Contingency (1109-59000) to Professional Services (1105-53230), \$46,750.00 **(Requires 4/5's vote)**

Financial Impact:

Administration is recommending the Board use the assigned Strategic Priority Fund to cover the costs associated with this agreement. Account 101-301370

Background Information:

On 9/16/25, Supervisor Jones requested an agenda item for a study session to receive more information regarding the Public Safety tax initiative.

On 10/21/25, the Board received a presentation from TeamCivX for services during item #25-1750. During Future Agenda Items at this same meeting, Supervisor Jones requested an item be brought back as soon as possible to request direction for staff to move forward with an agreement with TeamCivX for services discussed during the presentation. TeamCivX is a strategy and communication firm that will evaluate a potential 2026 ballot measure.



TO Tehama County

FROM Richard Bernard, Ph.D., Partner, FM3 Research

RE: County of Tehama Budget Priorities and Community Issues Survey

DATE September 16, 2025

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this proposal to conduct a survey on behalf of Tehama County to examine County residents’ perceptions of and attitudes towards the County, gauge residents’ budget priorities, and test the viability of a potential revenue measure. FM3 recommends conducting a 15-minute dual-mode survey (online and by telephone) among a random sample of up to 400 registered voters likely to vote in the November 2026 General Election.

The remainder of this proposal provides specifications and pricing for the recommended survey research.

RESEARCH SPECIFICATIONS & COSTS –SURVEY FOR A NOVEMBER 2026 ELECTION

Research	Dual-mode voter survey
Methodology	
Data Collection Mode	Telephone and online interviews
Respondent Contact Method	Telephone calls, email invitations and text message invitations
Sample	Up to 400 Tehama County registered voters likely to participate in the November 2026 General Election. We will work hard to obtain a random sample of 400 completed interviews among the County’s relatively small number of likely November 2026 voters, and will prorate our price based on the actual number of interviews achieved. We have provided costs below for a sample of 400, 350, and 300, in case the desired number of 400 is not obtained. Alternatively, if we are able to obtain more than 400 responses, we will do so at no extra cost to the County.
Margin of Sampling Error*	±4.9% for a sample of 400 interviews* ±5.2% for a sample of 350 interviews* ±5.7% for a sample of 300 interviews*

*At the 95% confidence level (i.e., in 95 out of 100 cases)

- Questionnaire** 15-minute survey, featuring between approximately 35-50 unique questions (including battery question items and demographic questions)
- Language** English and Spanish (online and by telephone - cellular and landlines)
- Deliverables** Following the completion of the survey, we will provide:
 - An approved questionnaire for easy reference
 - An analysis of survey results in PowerPoint
 - A presentation of the survey results (if requested)

FM3 will also be available for ongoing consultation and any further analysis of the research.

Cost FM3 is prepared to conduct a 15-minute dual-mode survey among a random sample of between 300 and 400 likely November 2026 General Election voters, as described above, for a total not-to-exceed cost between **\$26,500** and **\$29,750**, depending on the number of completed surveys (see, **Figure 1**). This price is comprehensive, and includes all costs for questionnaire design and translation, sample acquisition and preparation, programming, email and text message invitations, bilingual online survey hosting, bilingual telephone interviewing, data entry and analysis, and reporting. The prices do not include travel. Travel will be billed at cost, if incurred.

Figure 1: Survey Costs

Sample Size	15-minutes
300 interviews	\$26,500
350 interviews	\$28,250
400 interviews	\$29,750

We would welcome the opportunity to work with you on this research, and if you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration and you may reach us as follows:

Richard Bernard, Ph.D., Partner
 Fairbank, Maslin, Maullin, Metz & Associates (FM3)
 (310) 428-1809 (cell)
Bernard@FM3Research.com

SCOPE OF WORK

September 2025

Prepared by:

TEAMCIVIX



Greg Jones
Supervisor
County of Tehama
727 Oak St.
Red Bluff, CA 96080



Dear Supervisor Jones:

On behalf of TeamCivX, we appreciate the opportunity to submit this proposal to help the County of Tehama evaluate a potential revenue measure for the 2026 ballot.

My partners and I at TeamCivX are seasoned professionals with decades of experience helping public agencies navigate the ballot measure process to achieve locally controlled funding. We are strategy and communications consultants with unmatched experience evaluating the feasibility of local funding measures, designing measures for the ballot that align with community priorities and implementing informational communication efforts to raise awareness of funding needs and a potential ballot measure.

TeamCivX is uniquely positioned to support the County of Tehama in your revenue measure planning efforts for the following reasons:

- **Unmatched County Tax Measure Experience.** For over two decades, the partners at TeamCivX have been the go-to consultants for public agencies seeking to pass a revenue measure. We have passed over 100 county and city tax measures in a diverse set of counties and cities throughout our home state of California. We maintain a success rate of over 90%, and our experience includes sales taxes, utility taxes (UUTs), hotel taxes (TOTs), business license taxes (BLTs), property transfer taxes, parcel taxes, general obligation bonds, vacancy taxes, assessments and fees.
- **Experience Navigating Challenging Environments.** A revenue measure proposal is impacted by many factors far beyond our control, including the state of the economy, political division, the public's trust in government and other factors. We've helped our clients navigate economic downturns, partisan division, controversy and other challenges to achieve success. We believe in the civic process and work hard to bring people together to build stronger communities.
- **Multimedia Communications Experts.** Part of our job is to help you get your message to the right people so that we build public awareness of your funding needs and tax proposal. People receive their information in many different ways these days. We are experts in traditional communication methods, including direct mail and earned media. We are also experts in digital media, including utilizing social media, digital advertising and video.
- **Capacity to Serve You.** TeamCivX's seasoned partners and well-trained staff have both the knowledge and the capacity to serve your needs throughout the revenue measure process. I will personally lead your project and be your primary point of contact. I will be supported by one of our experienced Consultants who will help manage project logistics to ensure the plans we develop are executed on time, on budget and with precision.

The remainder of this proposal describes our scope of services, fees and resumes. Given the importance of obtaining a statistically reliable measurement of public opinion, we recommend contracting with FM3 to

conduct a voter survey and gauge the support of the any potential ballot measure. If you have questions or need additional information, please don't hesitate to contact me at 510-914-0028 or email me at jkummer@teamcivx.com.

Thank you,

A handwritten signature in black ink, appearing to read 'JK', with a long horizontal line extending to the right.

Joy Kummer
Founding Partner
(510) 914-0028
jkummer@teamcivx.com

FIRM PROFILE

About TeamCivX

TeamCivX is a Limited Liability Company managed by its five founding partners: Charles Heath, Jared Boigon, Barry Barnes, Joy Kummer and Jeremy Hauser. While TeamCivX is a new venture formed in early 2023 by the former partners and staff at TBWBH Props & Measures, we are a team of seasoned professionals who collectively bring over a century of experience developing and passing bond and tax measures in California. Individually, we each bring between 10 and 25 years of experience, and all of us have worked together for over a decade.

We are proud to be California's leading strategy and communications consultants, with unmatched experience evaluating the feasibility of local funding measures, designing measures for the ballot that align with community priorities and implementing informational communication efforts to raise awareness of your needs and a potential ballot measure.

The partners at TeamCivX are frequent presenters and expert panelists for the League of Cities and other, similar organizations representing California municipalities and public agencies.

Each of our projects is led by one of the firm's partners with decades of experience on local revenue measures. Each project is also supported by one of our experienced and well-trained staff Consultants. The staff role on our projects is limited to logistical coordination to ensure that the strategies, plans and messaging developed by the lead partner are executed on time, on budget and with precision.

In addition to partners and staff, TeamCivX has a well-developed network of contract polling firms, graphic designers, videographers, photographers, printers, mail houses, ad buyers and other professional resources that will be utilized as needed to execute planned strategies.

See Attachment A for a full list of current and former clients.

FEASIBILITY ASSESSMENT

October 2025–November 2025 (10 Weeks)

TeamCivX would perform the following services as needed and requested by Client to assess the electoral feasibility of a ballot measure for Client:

- Develop potential strategies to meet Client’s funding needs to be tested in polling;
- Collaborate with FM3 to design, conduct and analyze an opinion survey of voters in the County to assess feasibility of Client’s ballot measure;
- Conduct demographic analysis of voters in the County and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
- Analyze past election results in the County and region to understand voter turnout trends and other relevant voting patterns;
- Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client’s ballot measure;
- Make specific recommendations regarding the optimal election date, tax rate, tax structure, and other important ballot measure features; and
- Attend all Client and Supervisor meetings as requested.

TEAM BIOGRAPHY



JOY KUMMER, Founding Partner at TeamCivX

Joy is a founding partner of TeamCivX, and brings over 25 years of political, legal and community service experience to each of her clients and causes.

Part of Joy's success is in the relationships she builds with her clients, focusing in on their specific needs and working together to build a communication and community plan that allows them to reach their goals. She is known for her can-do attitude, friendly smile and willingness to listen and collaborate as a team to find the right solution.

Joy grew up in Montana, where she received her J.D. from the University of Montana School of Law and a B.A. in Communications from Montana State

University-Billings. Prior to co-founding TeamCivX, Joy was a partner at her former consulting firm, served as Regional Field Director for U.S. Senator Max Baucus (D-MT) and as Field Director for the successful 49ers Stadium Campaign in Santa Clara, CA.

Joy and her husband Todd live in Oakland where they enjoy cheering on the Golden State Warriors and Cal Bears. Joy is a proud mother and grandmother, occasional yoga instructor, slow and steady distance runner, roller coaster enthusiast and gluten-free baker.

FEE STRUCTURE

For a jurisdiction the size of the County of Tehama, our consulting fee is a flat rate of \$15,000 for about 10 weeks of work. Our fee will not change regardless of how many times you need us on the phone, responding to emails or attending meetings. TeamCivX doesn't want you to hesitate to call when you need us. Standard reimbursable business expenses for travel to meetings will be billed along with fees. The voter survey by FM3 is priced separately.

ATTACHMENT A - CLIENT LIST

Unified School Districts



Alameda USD
Albany USD
Amador County USD
Arcadia USD
Azusa USD
Baldwin Park USD
Bassett USD
Beaumont USD
Berkeley USD
Brea Olinda USD
Bonsall USD
Cabrillo USD
Capistrano USD
Carlsbad USD
Castro Valley USD
Ceres USD
Charter Oak USD
Claremont USD
Colton Joint USD
Colusa USD
Conejo Valley USD
Corona-Norco USD
Cotati-Rohnert Park USD
Culver City USD
Davis Joint USD
Denair USD
Desert Sands USD
Downey USD
Dublin USD
El Rancho USD
Fairfield-Suisun USD
Folsom Cordova USD
Fowler USD
Fremont USD
Garden Grove USD
Glendale USD
Hayward USD
Hughson USD
Irvine USD
Jurupa USD
Kerman USD
La Cañada USD
Lake Elsinore USD
Lake Tahoe USD
Lakeside Joint SD
Lammersville USD
Las Virgenes USD
Lompoc USD
Long Beach USD
Los Alamitos USD
Los Angeles USD
Madera USD
Manhattan Beach USD
Manteca USD

Martinez USD
Milpitas USD
Monterey Peninsula USD
Moorpark USD
Moreno Valley USD
Morgan Hill USD
Morongo USD
Mount Diablo USD
Mountain Empire USD
Napa Valley USD
Newark USD
New Haven USD
Novato USD
Oak Park USD
Orange USD
Pajaro Valley USD
Palo Alto USD
Palos Verdes Peninsula USD
Paradise USD
Patterson Joint USD
Pittsburg USD
Pleasanton USD
Poway USD
Redondo Beach USD
Rim of the World USD
Ripon USD
Riverside USD
Sacramento City USD
Saddleback Valley USD
San Jacinto USD
San José USD
San Lorenzo Valley USD
San Marcos USD
San Marino USD
San Ramon Valley USD
Santa Ana USD
Santa Monica-Malibu USD
Simi Valley USD
Snowline Joint USD
Sonoma Valley USD
South Pasadena USD
South San Francisco USD
Southern Kern USD
Tahoe Truckee USD
Tracy USD
Travis USD
Tustin USD
Ukiah USD
Val Verde USD
Vallejo City USD
Vista USD
Walnut Valley USD
Washington USD
West Contra Costa USD
Woodland Joint USD

Elementary School Districts



Alisal Union SD
Alpine Union SD
Alta Loma SD
Alum Rock Union Elementary SD
Anaheim Elementary SD
Auburn Union SD
Beardsley SD
Belmont-Redwood Shores SD
Berryessa Union SD
Buena Park SD
Burlingame SD
Byron Union SD
Cambrian SD
Campbell Union SD
Castaic Union SD
Central SD
Centralia Elementary SD
Cupertino Union SD
Del Mar Union SD
East Whittier SD
Fountain Valley SD
Franklin-McKinley SD
Fruitvale SD
Fullerton SD
Galt Elementary SD
Huntington Beach City SD
Jefferson Elementary SD
Kentfield SD
La Mesa-Spring Valley Union SD
Lakeside Union SD
Larkspur-Corte Madera SD
Live Oak SD
Loma Prieta Joint Union SD
Loomis SD
Los Altos SD
Los Gatos Union SD
Los Nietos SD
Lowell Joint SD
Menifee Union SD
Millbrae SD
Miller Creek SD
Modesto City Elementary SD
Moraga SD
Moreland SD
Mountain View SD
Mountain View Whisman SD
Norris SD
North Sacramento SD
Nuview Elementary SD
Oakley Union Elementary SD
Ocean View SD
Orinda Union SD
Pacifica SD

Palmdale SD
Perris Elementary SD
Petaluma City Elementary SD
Portola Valley SD
Ravenswood City SD
Red Bluff SD
Redwood City SD
Reed Union SD
Romoland SD
Rosemead SD
Roseville City SD
San Bruno SD
San Carlos SD
San Mateo-Foster City SD
San Rafael Elementary SD
Santa Cruz City Elementary SD
Santa Rita Union SD
Santa Rosa Elementary SD
Saratoga Union SD
Saugus Union SD
Savanna SD
Soquel Union Elementary SD
Sulphur Springs Union SD
Union SD
Victor Elementary SD
Westminster SD

High School Districts



Acalanes Union HSD
Antelope Valley Union HSD
Campbell Union HSD
Chaffey Joint Union HSD
Delano Joint Union HSD
East Side Union HSD
El Dorado Union HSD
Fullerton Joint Union HSD
Galt Joint Union HSD
Jefferson Union HSD
Los Gatos-Saratoga Union HSD
Mountain View-Los Altos HSD
Nevada Joint Union HSD
Oxnard Union HSD
Perris Union HSD
Petaluma Joint Union HSD
Placer Union HSD
Roseville Joint Union HSD
San Benito HSD
San Dieguito Union HSD
San Mateo Union HSD
San Rafael HSD
Santa Cruz City HSD
Santa Maria Joint Union HSD
Santa Rosa HSD
Sequoia Union HSD
Tamalpais Union HSD
William S. Hart Union HSD



Community College Districts



Allan Hancock College
 Antelope Valley College
 Cabrillo College
 Chabot-Las Positas CCD
 Chaffey College
 College of the Canyons
 College of Marin
 College of the Redwoods
 College of the Siskiyous
 Contra Costa CCD
 Foothill-De Anza CCD
 Gavilan College
 Glendale College
 Hartnell College
 Lane Community College
 Mendocino College
 Merced CCD
 MiraCosta College
 Mt. San Jacinto CCD
 Monterey Peninsula College
 Napa Valley College
 Pasadena City College
 Peralta CCD
 Rancho Santiago CCD
 Riverside CCD
 San Bernardino CCD
 San Joaquin Delta CCD
 Santa Barbara City College
 Santa Monica College
 Santa Rosa Junior College
 Yuba College

Cities and Counties



Butte County
 LA County Homeless
 Marin County
 Napa County
 Placer County
 San Bernadino County
 San Mateo County
 Santa Clara County
 Santa Cruz County
 Solano County
 Sonoma County
 City of Adelanto
 City of Alameda
 City of Barstow
 City of Benicia
 City of Beverly Hills
 City of Burlingame
 City of Campbell
 City of Chula Vista
 Town of Corte Madera
 City of Crescent City
 City of Davis
 City of Del Mar
 City of Diamond Bar
 City of Downey
 City of Emeryville
 City of Fairfield
 City of Fontana
 City of Foster City
 City of Fullerton
 City of Glendale
 City of Gustine
 City of Hollister
 City of Kerman
 City of La Cañada
 City of La Mesa
 City of Lancaster
 City of Lafayette
 City of Laguna Beach
 City of La Verne
 City of Lemon Grove
 City of Lomita
 City of Los Altos
 City of Madera
 Town of Mammoth Lakes
 City of Manhattan Beach
 City of Marina
 City of Merced
 City of Montebello
 City of Morgan Hill
 City of Murrieta
 City of Napa
 City of Novato
 City of Oceanside
 City of Ontario
 Town of Orinda
 City of Pacifica
 City of Palm Springs
 City of Palmdale
 City of Palo Alto
 City of Paramount
 City of Pleasant Hill
 City of Pomona
 City of Redlands
 City of Redwood City
 City of Salinas
 Town of San Anselmo
 City of San Bernardino
 City of San Bruno
 City of San Marcos
 City of San Mateo
 City of San Jose
 City of San Rafael
 City of San Ramon
 City of Santa Clara
 City of Santa Cruz
 City of Santa Fe Springs
 City of Santa Monica
 City of Santa Rosa
 City of South Lake Tahoe
 City of South Pasadena
 City of Suisun City
 City of Sutter Creek
 City of Torrance
 Town of Truckee
 City of Union City
 City of Vacaville
 City of Ventura
 City of Watsonville
 City of Whittier
 Town of Windsor
 City of Woodland

Hospitals and Healthcare



Pajaro Valley Health Care District
 San Benito Health Care District
 Salinas Valley Memorial Healthcare System
 Seton Medical Center
 Valley Health System*

**private-side campaign only*

Transportation



BART (Santa Clara County)*
 Caltrain*
 Contra Costa County
 Transportation Authority*
 Fresno County Transportation Authority*
 Merced County Association of Governments
 Metropolitan Transportation
 Commission*
 Monterey-Salinas Transit
 Napa County Transportation Agency
 Placer County
 Riverside County
 Transportation Commission
 San Mateo County Transit District
 Santa Cruz County Regional
 Transportation Commission
 Sonoma County Transportation Authority
 Stanislaus County Transportation*
 Transportation Agency of
 Monterey County*
 Transportation Authority of Marin*
 Truckee/North Tahoe
 Transportation Agency

**private-side campaign only*

Parks, Open Space and Water Districts



Alameda County Clean Water Program
 Desert Recreation District
 East Bay Regional Parks District
 Greater Vallejo Recreation District
 Hayward Area Recreation District
 Los Angeles County Flood Control District
 Los Angeles County Regional Park and
 Open Space District
 Marin County Parks/MALT*
 Midpeninsula Regional Open Space District
 Monterey Peninsula Regional Park District
 Napa County Regional Park and Open Space
 District/Napa Land Trust*
 Peninsula Open Space Trust
 Puente Hills Habitat Preservation Authority
 Santa Clara Valley Open Space Authority
 Santa Clara County Parks
 Santa Clara Valley Water District
 Santa Cruz County Open Space*
 San Francisco Bay Restoration Authority*
 Sonoma County Agricultural Preservation
 and Open Space District

**private-side campaign only*

Fire Districts



Central Fire District of Santa Cruz County
 Crescent Fire Protection District
 East Contra Costa Fire Protection District
 Fresno County Fire Protection District
 Los Angeles County Fire
 Marin County Fire Department
 Northstar Fire
 North Tahoe Fire Protection District
 Sacramento Metropolitan Fire District
 Santa Cruz County Fire District CSA48
 Sonoma County Fire District
 Stinson Beach Fire Protection District
 Truckee Fire Protection District

Libraries



Garfield County Public Libraries
 Los Altos Library
 Marin County Free Library
 Pacifica Library
 San Rafael Public Library
 Santa Cruz County Library
 South Pasadena Library
 Whittier Library

Affordable Housing and Land Use



Beverly Hilton Hotel
 BioMed
 Blackhawk/Nunn Partners
 Carmel Partners
 Cisco Systems
 Federal Realty Investment Trust
 Grosvenor Americas
 Housing Leadership Council of
 San Mateo County
 Keenan Land Company
 Lowe Enterprises
 Macerich Company
 Morley Brothers
 Netflix
 Oakland A's
 Pacific Union College
 Ponderosa Homes
 Pulte Homes
 SandHill Property Company
 San Francisco Giants
 Summerhill Homes
 The Irvine Company

Elected Officials



Dave Pine, Chair, San Mateo County Board
 of Supervisors
 Belia Ramos, Chair, Napa County Board
 of Supervisors
 Anne Cottrell, Napa County Board
 of Supervisors
 Diane Dillon, Napa County Board of
 Supervisors (retired)
 Brad Wagenknecht, Napa County Board of
 Supervisors (retired)
 Lani Faulkner, Santa Cruz County Board
 of Supervisors
 John Laird, CA State Senator
 Tom Bates, Mayor of Berkeley (retired)
 Judy Chirco, San Jose City Council (retired)
 Linda LeZotte, San Jose City
 Council (retired)
 Domingo Candelas, San Jose City Council
 Pamela Campos, San Jose City Council
 Pam Foley, San Jose City Council
 Peter Ortiz, San Jose City Council
 Mary Luros, Napa City Council
 Beth Painter, Napa City Council
 David Oro, American Canyon City Council
 Jessica Speiser, Santa Clara County Board
 of Education
 Jeff Dodd, Napa Valley CCD Board of Trustees

Statewide Measures



Proposition 1 - Veterans and Affordable
 Housing Act
 Proposition 2 - Homeless Mental Health
 Housing Act

Tehama County Auditor's Office
BUDGET APPROPRIATION INCREASE REQUEST

DEPARTMENT NAME 1105 - PROFESSIONAL COUNTY SERVICES Auditor Number B-15

Date: October 21, 2025

I am requesting an increase or decrease to my budget appropriations as listed below:

Check one "Previous Year Revenue" "New Revenue"
 Funding Source ASSIGNED STRATEGIC PRIORITY (101-301370)

***Note **General Fund and Public Safety "MUST" use Contingency when increasing budget**

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1105 1109	44120 301900 59000	Misc Revenue General Contingency	\$ 46,750.00 \$ 46,750.00	1109 1105	59000 53230	Contingency Professional Services	\$ 46,750.00 \$ 46,750.00
Total Journal			\$ 93,500.00	Total Journal			\$ 93,500.00

INCREASE / (DECREASE) APPROVED 93,500.00 SIGNATURE OF REQUESTING OFFICIAL [Signature] DATE 10/21/25

AUDITOR Ana Zamacena DATE 10/22/2025

BOARD OF SUPERVISORS DATE

A-117
Jan-19



Tehama County

Agenda Request Form

File #: 25-1808

Agenda Date: 10/28/2025

Agenda #: 25.

BOARD OF SUPERVISORS

Requested Action(s)

a) Board discussion and direction to staff regarding the drafted 2026 Regular Board meeting schedule

Financial Impact:

There is no financial impact to the County.

Background Information:

Adoption of the annual schedule of Board meetings allows for advanced planning. The calendar may be amended should unforeseen circumstances arise. The calendar presented follows existing policies to cancel meetings that fall on a holiday, that follow a Monday holiday, and to cancel the second meeting in any month that does not contain a meeting cancellation. At the request of the Clerk of the Board and the Registrar of Voters, the first Tuesday in June and November have been cancelled due to being elections days. The draft 2026 calendar includes proposed meeting dates, County holidays, and CSAC, NACO, and RCRC conference dates. RCRC dates included are tentative as dates for 2026 have not been published at this time.

In 2026, the observance of Presidents Day on February 17 and the NACO Annual Conference the following week will lead to the cancellation of two meetings in February.

Similarly, Veterans Day on November 11, along with the anticipated CSAC Annual Conference the following week, will result in the cancellation of two meetings in November.

Additionally, staff recommends canceling the December 22, 2026 meeting due to anticipated scheduling conflicts, consistent with adjustments made by the Board in prior years.

TEHAMA COUNTY BOARD OF SUPERVISORS 2026 MEETING SCHEDULE

Jan-26

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Feb-26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

Mar-26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Apr-26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May-26

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jun-26

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Jul-26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Aug-26

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep-26

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct-26

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Nov-26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Dec-26

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- MEETING DATES
- CANCELLED MEETINGS
- HOLIDAY
- NACO Legislative Conference (2/21/26 to 2/24/26)
- CSAC Legislative Conference (5/20/26 to 5/22/26)
- NACO Annual Conference (7/17/26 to 7/20/26)
- RCRC Annual Conference (Anticipated Dates)
- CSAC Annual Conference (11/30/26 to 12/4/26)

2026 Meeting dates cancelled:

- | | |
|-------------------|-------------------|
| January 20, 2026 | July 14, 2026 |
| February 17, 2026 | August 11, 2026 |
| February 24, 2026 | September 8, 2026 |
| March 31, 2026 | October 13, 2026 |
| April 14, 2026 | November 3, 2026 |
| May 26, 2026 | December 1, 2026 |
| June 2, 2026 | December 22, 2026 |



Tehama County

Agenda Request Form

File #: 25-1861

Agenda Date: 10/28/2025

Agenda #: 26.

BOARD OF SUPERVISORS

Requested Action(s)

a) Discussion and announcement regarding the 3rd Annual Tehama County Holiday Lights Contest

Financial Impact:

There is no financial impact associated with this item.

Background Information:

In 2023 the Board of Supervisors held the inaugural Holiday Lights Contest across Tehama County. Residents may enter by reaching out to their District Supervisor. Each Supervisor will submit nominees from their District with their favorite holiday light display. The Board will then select an overall winner from these nominees.

TEHAMA COUNTY'S 3RD ANNUAL

DECK THE
HOUSE WITH
HOLIDAY
CHEER!


**DISTRICT SUPERVISOR
EMAILS:**

District 1: Robert Burroughs
rburroughs@tehama.gov

District 2: Tom Walker
twalker@tehama.gov

District 3: Pati Nolen
pnolen@tehama.gov

District 4: Matt Hansen
mhansen@tehama.gov

District 5: Greg Jones
gjones@tehama.gov



HOLIDAY LIGHTS CONTEST

YOU'RE INVITED TO
PARTICIPATE!

HOW TO ENTER:

- 1) Decorate your house and submit your address via email to your District Supervisor by December 5th at 5pm. To find out what district you live in, call the Board of Supervisors office at: 530-527-4655.
- 2) Supervisors will begin judging December 7th - December 13th.
(Be sure to turn your lights on at dark every night!)
- 3) The winner will be announced at the Board of Supervisors meeting on Tuesday, December 16th.



Tehama County

Agenda Request Form

File #: 25-1592

Agenda Date: 10/28/2025

Agenda #: 27.

CLOSED SESSION

Requested Action(s)

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part One of the Health Services Agency Director Annual Performance Evaluation Process

Financial Impact:

None.

Background Information:

None.



Tehama County

Agenda Request Form

File #: 25-1790

Agenda Date: 10/28/2025

Agenda #: 28.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Pati Nolen

Agency claimed against: Tehama County

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

[Click here to enter Background Info.](#)



Tehama County

Agenda Request Form

File #: 25-1860

Agenda Date: 10/28/2025

Agenda #: 29.

CLOSED SESSION

Requested Action(s)

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Poland et al v. Tehama County Board of Supervisors (Discussion and possible action relative to existing litigation.)

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

[Click here to enter Background Info.](#)

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
GRANICUS

This agreement is entered into between the County of Tehama, through its Clerk of the Board Department, ("County") and Granicus, LLC ("Contractor") for the purpose of providing meeting management software with hosted services as set forth in Exhibit B, attached hereto and incorporated by reference.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide meeting management software with hosted services as set forth in Exhibit B.

Contractor products and services are purchased by County as subscriptions. Contractor hereby grants and County hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Contractor products and services during the term of this Agreement. Contractor reserves all right, title and interest in the Contractor products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses are granted to County. The Contractor name, logo, and the product names are trademarks of Contractor, and no right or license is granted to use them. County assigns to Contractor any suggestion, enhancement, request, recommendation, correction or other feedback provided by County relating to the use of the Contractor products and services. County shall not: (i) Misuse any Contractor resources or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Contractor products and services in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the products and services as a door or signpost to another server; (v) Access or use any portion of Contractor products and services except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Contractor products and services; (vii) Use the Contractor products and services for any unlawful purposes; (viii) Export or allow access to the Contractor

products and services in violation of U.S. laws or regulations; (ix) subcontract, disclose, rent, or lease the Contractor products and services, or any portion thereof, for third party use; or (x) Modify, adapt, or use the Contractor products and services to develop any software application intended for resale which uses the Contractor products and services in whole or in part.

Each party retains its rights in its pre-existing intellectual property.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

Content. County will be solely responsible for the Content submitted to the products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Contractor. County represents and warrants it has the legal right to provide the Content to Contractor and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. County grants Contractor a limited, non-exclusive right during the Term to access and use the Content to provide the products and services. Content does not include user feedback related to the products or services, which Contractor is free to use without any further permission or consideration to County. In addition, Content does not include data generated by use of the products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Contractor for any and all business purposes including diagnostics and system and product improvements.

Data Backup and Protection. County will maintain a back-up of any data or data files provided to Contractor and Contractor will back up any data hosted on servers maintained by Contractor. For certain products, Contractor offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. County assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

Passwords. Sign-on credentials used to access the products are non-transferable. County is responsible for keeping all passwords secure and for all use of the products through County's sign in credentials.

Cooperation. County will provide any assistance reasonably required by Contractor to perform the services, including timely review of plans and schedules for the services and reasonable access to County's offices for services performed onsite.

Third-Party Technology. County will be responsible for securing all licenses for third party technology necessary for Contractor to perform the services (including the right for Contractor to use such technology) and will be responsible for the performance of any third-party providing goods or services to County related to the services, including such third party's cooperation with Contractor.

3. **COMPENSATION**

Contractor shall be paid annual subscription fees in the amount of \$28,477.20 for all services rendered under this agreement pursuant to the rate schedule provided in Exhibit "B", except that the new subscription fees shall be prorated to align with prior agreement billing term during implementation. Contractor shall be paid annual subscription fees in the amount of \$31,324.93 for year two and \$34,457.41 for year three. The Maximum Compensation payable under this Agreement shall not exceed \$94,259.54. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each purchase order or SOW. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. TERM OF AGREEMENT

This agreement shall commence on May 1, 2026 and shall terminate April 30, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

Either party may terminate this Agreement or any purchase order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable purchase order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon written notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Clerk & Recorder.

Upon expiration or termination of an purchase order or SOW for any reason: (i) County's right to access and use the products will immediately cease (except for perpetual licenses granted under an purchase order, which will continue to be governed by this Agreement for the duration of the license); (ii) County will promptly remit any fees due to Contractor under all purchase orders and SOWs; (iii) Contractor will promptly cease performance of any services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. County will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the products. Contractor has no obligation to retain any Content after such thirty (30)-day period nor is Contractor responsible for extracting the data on County's behalf absent separate written agreement and the payment of additional fees.

7. ENTIRE AGREEMENT - MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County (such consent not to be unreasonably withheld); provided that Contractor may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void..

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from

Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor will defend County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Contractor products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Contractor determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor products and services; (ii) modify the affected Contractor products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; or (iii) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor products and services other than in accordance with this Agreement. This Section sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Contractor products and services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party. 11.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR COUNTY'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER EXHIBIT B, OR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INTELLECTUAL PROPERTY INDEMNITY), IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE TWO TIMES (2X) THE FEES PAYABLE BY COUNTY TO CONTRACTOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

12. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

13. CONFIDENTIAL INFORMATION

It is expected that one Party may disclose to the other Party certain information which may be considered confidential or trade secret information (“Confidential Information”). Confidential Information shall include: (i) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (ii) non-public information of a Party if it is identified as confidential or proprietary before, during, or promptly after presentation and (iii) any information that should be reasonably understood to be confidential or proprietary to a Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Party agrees to receive and hold any Confidential Information in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of either Party; (ii) was in a Party’s possession before receipt from the other Party; (iii) is rightfully received by a Party from a third party without any duty of confidentiality; (iv) is independently developed by a Party without use or reference to the other Party’s Confidential Information; or (v) is disclosed with the prior written consent of the Parties.

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. County understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Contractor’s databases without some residual data.

14. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq.

("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.101). Subcontractors do not include entities that provide general services on behalf of Contractor such as co-location or hosting providers, third party auditors or security contractors. Subcontractors will only include those third parties engaged specifically by Supplier to perform services directly to County.

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

16. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB 1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

17. COMPLIANCE WITH LAWS, REGULATIONS AND WARRANTIES

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

Contractor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Contractor products and services; however, the Contractor products and services are provided "AS IS" and as available. EXCEPT AS PROVIDED ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR PRODUCTS AND SERVICES OR THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

18. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

19. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

20. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Sean Houghtby Tehama County Clerk & Recorder P.O. Box 250 Red Bluff, CA 96080
If to Contractor:	Granicus, LLC 408 Saint Peter Street, Suite 600 Saint Paul, MN 55102 Email: contracts@granicus.com

Notice shall be deemed to be effective two days after mailing.

21. NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

22. RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR {8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. EXHIBITS:

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibits(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date:

Tehama County Board of Supervisors, Chair

Date:

10/3/2025

GRANICUS, LLC
DocuSigned by:
Greg Eck
71FB6CB5D848403...
Greg Eck

Representative
Senior Manager, Contracts

Vendor Number

Budget Account Number

Standard Form of Agreement — Services adopted 07-26-17

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include "Tehama County, its elected officials, officers, employees and volunteers" as additional insured.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Contractor shall provide County with at least thirty (30) days prior written notice of any cancellation or change to the insurance requirements included in this Agreement.

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A: VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract.

Verification of Coverage

Contractor shall furnish County with original certificates effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete copies of all required insurance policies affecting the coverage required by these specifications at any time.