

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, SEPTEMBER 30, 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. 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

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 (Hansen, 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 - 9/7/25 - 9/13/25** [25-1646](#)

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*)

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*)

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*)

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

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

**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

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

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)

11. **ANIMAL SERVICES / PURCHASING - Animal Care Manager Christine McClintock** [25-1599](#)

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)**

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

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

10:00 A.M

13. **ADMINISTRATION - Chief Administrator Gabriel Hydrick and RCRC General Counsel Arthur Wylene** [25-1676](#)

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

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

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

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

14. BOARD OF SUPERVISORS

[25-1679](#)

a) Appointment of Supervisor Burroughs to the Public Safety Tax Initiative Ad Hoc

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 agenda item. 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.

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.)

1:30 P.M.

17. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

[25-1474](#)

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

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:

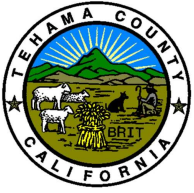
- 1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.
- 2) Emailing: tcbos@tehama.gov. Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of 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 #: 25-1646

Agenda Date: 9/30/2025

Agenda #: 1.

GENERAL WARRANT REGISTER - 9/7/25 - 9/13/25

Requested Action(s)

Financial Impact:

As Listed.

Background Information:

[Click here to enter Background Info.](#)

Tehama County
TEBK400 - Check Register
Issue Dates between Sep 7, 2025 and Sep 13, 2025

Report Generated on: **Sep 15, 2025 8:06:32 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000546	09/09/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	\$369.77
00000547	09/09/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	MTCE STRUCT-IMPRV-GROUNDS	\$572.67
00000547	09/09/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1025-53180	PURCHASING	MTCE STRUCT-IMPRV-GROUNDS	\$119.86
00000547	09/09/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	MTCE STRUCT-IMPRV-GROUNDS	\$213.09
00000547	09/09/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1041-53180	PERSONNEL	MTCE STRUCT-IMPRV-GROUNDS	\$159.81
00000547	09/09/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	MTCE STRUCT-IMPRV-GROUNDS	\$133.18
00000547	09/09/2025	105814	MIKE'S HEATING AND AIR INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	MTCE STRUCT-IMPRV-GROUNDS	\$133.18
00000548	09/10/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	1025-53210	PURCHASING	MISCELLANEOUS EXPENSE	\$2,240.00
00000549	09/10/2025	100185	BEN'S TRUCK REPAIR INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	54560	\$2,369.48
00000550	09/10/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	1013-53240	CLERK OF THE BOA	PUBLICATION/LEGAL NOTICES	\$78.89
00000550	09/10/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	1013-53240	CLERK OF THE BOA	Red Bluff Daily News Inv	\$47.63
00000551	09/10/2025	101705	TEHAMA TIRE SERVICE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	5287	\$4,954.01
00000552	09/11/2025	132340	ANTELOPE AUTO REPAIR LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$139.00
00000554	09/11/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$500.00
00000555	09/11/2025	100439	CORNING FORD JEEP	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO41562	\$803.11

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			CHRYSLER DOD						
00000557	09/11/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$17,096.19
00000558	09/11/2025	108325	STAPLES ADVANTAGE	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	LA1054406	\$170.46
00000558	09/11/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$378.06
00000559	09/12/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	2061-53180	AGRICULTURE COMM	38PA25 Fire/Sprinkler Insp Oct	\$77.50
70878830	09/08/2025	V000558	B & T CA LLC	106	PUBLIC SAFETY	2037-53170	PROBATION	8-15-25 ADULT PROB CARD#177602	\$7.00
70878830	09/08/2025	V000558	B & T CA LLC	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	376PA24	\$36.00
70878831	09/08/2025	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	4011-53210	ENVIRONMENTAL HE	8730224249	\$162.88
70878831	09/08/2025	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	6021-53140	LIBRARY	HOUSEHOLD EXPENSE	\$61.79
70878832	09/08/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	ACT#TC09 236PA25	\$230.26
70878832	09/08/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	ACT#TC09 296PA24	\$83.33
70878832	09/08/2025	142466	CARREL'S OFFICE MACHINES	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	065PA21	\$16.86
70878834	09/08/2025	124878	LINGUISTICA INTERNATIONAL INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Acc# 10880 334PA25	\$451.43
70878835	09/08/2025	115402	LIONAKIS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	\$26,500.00
70878836	09/08/2025	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	6021-53300	LIBRARY	UTILITIES	\$14.00
70878838	09/08/2025	101371	RED BLUFF GLASS COMPANY	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	202PA25	\$477.94
70878839	09/08/2025	136617	TRIAD WATER SOLUTIONS	101	GENERAL FUND	7021-57500	PARKS & RECREATI	IMPROVEMENT &	\$30,990.22

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			LLC					STRUCTURES	
70878840	09/08/2025	101821	WALKER PRINTING	106	PUBLIC SAFETY	2037-53220	PROBATION	NOTICE TO APPEAR BOOKLETS	\$405.41
70878844	09/08/2025	V000635	BENJAMIN RAMSEY	101	GENERAL FUND	1031-53290	COUNTY COUNSEL	CHILD WALFARE CONF 2025	\$268.40
70878846	09/08/2025	V000435	BRANDON LENGTAT	106	PUBLIC SAFETY	2037-53290	PROBATION	10/7-11/5 2025 JOC CORE COURSE	\$1,636.00
70878847	09/08/2025	135773	BRITTANY ZIEGLER	101	GENERAL FUND	1031-53290	COUNTY COUNSEL	CHILD AND WELFARE CONF 2025	\$268.40
70878848	09/08/2025	110846	CLAYTON BENNETT	106	PUBLIC SAFETY	2037-53290	PROBATION	TRANSPORT YOUTH OUT OF STATE	\$274.78
70878849	09/08/2025	127172	DANIEL KLAUSNER	101	GENERAL FUND	1031-53290	COUNTY COUNSEL	COCO ASSOCIATION MEETING 2025	\$415.40
70878851	09/08/2025	V000238	EVE ORTIZ	106	PUBLIC SAFETY	2037-53290	PROBATION	07597471 PROVATON CORE COURSE	\$4,920.00
70878856	09/08/2025	V000634	JENNY ROBERTS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	CPS CLIENT EXP	\$15.04
70878857	09/08/2025	133144	JULIE ANDERSON	106	PUBLIC SAFETY	2037-53290	PROBATION	TRANSPORT YOUTH OUT OF STATE	\$274.78
70878858	09/08/2025	V000360	KELLY BURTON	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	EMPLOYEE TRAVEL/TRAINING	\$20.00
70878860	09/08/2025	V000525	KYLE CRISEL	106	PUBLIC SAFETY	2037-53290	PROBATION	JOC COURSE	\$1,636.00
70878862	09/08/2025	109359	LUIS MENDOZA	106	PUBLIC SAFETY	2037-53290	PROBATION	PROBATION OFFICER CORE COURSE	\$4,920.00
70878864	09/08/2025	106527	MARK LEVINDOFSKE	106	PUBLIC SAFETY	2024-53290	BOATING GRANTS	GAS	\$28.13
70878865	09/08/2025	V000335	MONICA SANTILLAN-RUBIO	106	PUBLIC SAFETY	2037-53290	PROBATION	PROBATION OFFICER CORE COURSE	\$4,920.00

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70878869	09/08/2025	126755	SHAWNEE WINTERSON	101	GENERAL FUND	2078-53290	DIV OF ANIMAL SE	MILEAGE	\$161.00
70878875	09/08/2025	121488	YVONNE A RUIZ	106	PUBLIC SAFETY	2037-53290	PROBATION	PBMA 2025 TRAINING	\$946.48
70878876	09/09/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$240.00
70878878	09/09/2025	100065	ALSCO INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	208320	\$62.78
70878879	09/09/2025	132507	ARS AUTO INC	101	GENERAL FUND	4011-53170	ENVIRONMENTAL HE	PO428960	\$335.00
70878880	09/09/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391082325	\$32.75
70878880	09/09/2025	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391082325	\$31.80
70878880	09/09/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391082325	\$31.80
70878880	09/09/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391065139	\$917.95
70878881	09/09/2025	V000558	B & T CA LLC	101	GENERAL FUND	1023-53220	ASSESSOR	BPO B-428048-24	\$36.00
70878882	09/09/2025	100222	BRODART CO	101	GENERAL FUND	6021-53180	LIBRARY	045163	\$279.67
70878883	09/09/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1026-53170	TAX COLLECTOR	TC57	\$43.21
70878883	09/09/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1041-53170	PERSONNEL	TC39	\$322.84
70878884	09/09/2025	133740	CHARTER COMMUNICATIONS HOLDING	101	GENERAL FUND	1073-53120	GENERAL SERVICES	127091101	\$1,525.06
70878885	09/09/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	JULY 2025	\$525.00
70878885	09/09/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	JUNE 2025	\$70.00
70878886	09/09/2025	T00643	GARDA CL WEST INC % RYAN LLC	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800-000-019-001 2025	\$95.02
70878887	09/09/2025	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	\$33.79

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70878888	09/09/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	6035 3225 3100 2792	\$93.06
70878889	09/09/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	6238 CAA 08-2025	\$26.82
70878889	09/09/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041	\$1,763.12
70878889	09/09/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6238 MOW 08-2025	\$13.41
70878890	09/09/2025	135759	JENNIFER K GARCIA CONTRERAS	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	51PA25	\$215.00
70878891	09/09/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	1074-53180	FACILITIES MAINT	MTCE STRUCT-IMPRV-GROUNDS	\$73.34
70878892	09/09/2025	132992	LOOKING GLASS MEDIA LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$569.33
70878894	09/09/2025	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	1073-531702	GENERAL SERVICES	MEGABYTE	\$9,802.17
70878895	09/09/2025	125711	MOORE & BOGENER	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	6318	\$964.80
70878896	09/09/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	po # 428946 fy 25/26	\$147.24
70878897	09/09/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	PO 428953 inv161272	\$127.85
70878898	09/09/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	in 161412 PO 428953	\$106.09
70878899	09/09/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	in 161560 po428958	\$66.51
70878900	09/09/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	3070483722-5	\$52.80
70878901	09/09/2025	103866	PROFESSIONAL MEDICAL COPY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$137.20
70878903	09/09/2025	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	SPECIAL DEPARTMENTAL EXP	\$215.00
70878904	09/09/2025	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$84.86
70878905	09/09/2025	T00644	TESLA ENERGY	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800-005-066-000 2021	\$4,148.00

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			OPERATIONS INC						
70878905	09/09/2025	T00644	TESLA ENERGY OPERATIONS INC	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800-005-066-000 2022	\$1,449.18
70878905	09/09/2025	T00644	TESLA ENERGY OPERATIONS INC	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800-005-066-000 2023	\$1,245.74
70878905	09/09/2025	T00644	TESLA ENERGY OPERATIONS INC	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800-005-066-000 2024	\$1,400.79
70878906	09/09/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	MAINTENANCE OF EQUIPMENT	\$223.88
70878906	09/09/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1025-53170	PURCHASING	MAINTENANCE OF EQUIPMENT	\$61.06
70878906	09/09/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1041-53170	PERSONNEL	MAINTENANCE OF EQUIPMENT	\$24.42
70878906	09/09/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	5060-53170	VETERANS SERVICE	MAINTENANCE OF EQUIPMENT	\$210.49
70878906	09/09/2025	134948	UBEO MIDCO LLC	107	RISK MANAGEMENT	1101-53170	RISK MANAGEMENT	MAINTENANCE OF EQUIPMENT	\$97.69
70878907	09/09/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	1023-53120	ASSESSOR	act: 770720905-00034 Verizon	\$153.60
70878908	09/09/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	\$256.33
70878909	09/09/2025	113681	WORLD TELECOM INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$187.50
70878910	09/09/2025	110846	CLAYTON BENNETT	106	PUBLIC SAFETY	2037-53290	PROBATION	AUGUST TRAINING 2025	\$397.15
70878911	09/09/2025	V000507	CLERK RECORDER STANISLAUS COUN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$32.00
70878912	09/09/2025	123962	CORAL FERRIN	101	GENERAL FUND	1041-53290	PERSONNEL	AUGUST 2025 TRAVEL	\$1,209.63

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70878913	09/09/2025	V000632	CORNING SUB-BASIN GROUNDWATER	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	REIMB FOR CSGSA ASSESSMENT	\$4,950.00
70878913	09/09/2025	V000632	CORNING SUB-BASIN GROUNDWATER	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	REIMB FOR CSGSA FEE STUDY	\$81,072.21
70878914	09/09/2025	112988	FOOD MAXX	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS	\$970.00
70878915	09/09/2025	127743	GLENDA ALLEN, TRUSTEE	106	PUBLIC SAFETY	2037-53230	PROBATION	REIMB COFFEE FOR LEADERSHIP	\$13.95
70878916	09/09/2025	V000509	PRIMO BRANDS	101	GENERAL FUND	6031-53220	AGRICULTURAL EXT	OFFICE EXPENSE	\$31.19
70878917	09/10/2025	121543	ACCELA INC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	FY25/26 Agr#370PA25	\$15,336.00
70878918	09/10/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	101	GENERAL FUND	1023-53230	ASSESSOR	inv. EM052141/ 2023-70 134185	\$240.00
70878919	09/10/2025	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	305199	\$241.80
70878919	09/10/2025	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	305199	\$50.17
70878920	09/10/2025	100065	ALSCO INC	101	GENERAL FUND	7013-53170	CAMP TEHAMA	208320	\$71.40
70878921	09/10/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	INV#9700 STORE 17819 8-15-25	\$23.20
70878921	09/10/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	INV#9681 STORE 17819 8-13-25	\$44.04
70878922	09/10/2025	106438	APPEAL-DEMOCRAT	101	GENERAL FUND	1052-53240	ELECTIONS	Advertisement	\$156.19
70878923	09/10/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391081135	\$169.11
70878924	09/10/2025	V000558	B & T CA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$54.00
70878925	09/10/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	CUST# 363203-1 09-02-25	\$45.54

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70878926	09/10/2025	100205	BOB'S TIRE CENTER	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	192PA25	\$20.00
70878927	09/10/2025	T00645	BOTTS FAMILY TR 8/19/20	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	078-370-022 2024	\$830.45
70878928	09/10/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	ACCT#TC45 THRU 8/29/25	\$66.19
70878928	09/10/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	ACCT#TC34 THRU 8/31/25 SN7837	\$47.26
70878928	09/10/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	ACCT#TC44 THRU 8/29/25 SN1370	\$84.27
70878928	09/10/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53230	PROBATION	ACCT#TC42 THRU 8/29/25	\$361.41
70878928	09/10/2025	142466	CARREL'S OFFICE MACHINES	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	Agr#163PA25	\$10.47
70878929	09/10/2025	108988	CPOC	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	SLA TRAININGSEPT/OCT 25-HANSEN	\$1,500.00
70878929	09/10/2025	108988	CPOC	106	PUBLIC SAFETY	2037-53290	PROBATION	SLA TRAINING SEPT/OCT 25-FAIN	\$1,500.00
70878930	09/10/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$80.00
70878931	09/10/2025	126292	DOCS MEDICAL GROUP	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$210.00
70878932	09/10/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT# 194283 9-5-25 SNP	\$84.96
70878932	09/10/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST# 194263 9-2-25 SNP	\$55.08
70878932	09/10/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST# 214109 9-2-25 JDF	\$33.64
70878932	09/10/2025	118866	EARTHGRAINS BAKING	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST# 214109 9-6-25 JDF	\$25.30

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			COMPANIES I						
70878932	09/10/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST#214109 8-26-25	\$35.38
70878933	09/10/2025	113434	FEDEX	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	4184-5664-7	\$112.30
70878934	09/10/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	33156422	\$2,120.12
70878934	09/10/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53270	FIRE SCH C VOL	33156422	\$136.48
70878935	09/10/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	1023-53220	ASSESSOR	ref:1595582 PO 428961	\$30.61
70878936	09/10/2025	107438	HME INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	C02766	\$6,141.96
70878937	09/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53140	FACILITIES MAINT	6035 3225 3252 3531	\$67.51
70878937	09/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53180	FACILITIES MAINT	6035 3225 3252 3531	\$514.01
70878937	09/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT	6035 3225 3252 3531	\$2,555.16
70878937	09/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53220	FACILITIES MAINT	6035 3225 3252 3531	\$14.99
70878937	09/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53270	FACILITIES MAINT	6035 3225 3252 3531	\$745.92
70878937	09/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7013-53170	CAMP TEHAMA	6035 3225 4090 4939	\$345.35
70878937	09/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	6035 3225 3252 3531	\$69.60
70878938	09/10/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct 6098 BPO428170	\$443.48
70878938	09/10/2025	136121	HUNT & SONS LLC	601	AIR POLLUTION DI	60110-53291	AIR POLLUTION DI	Acct# 6096	\$76.80

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70878939	09/10/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	in 579308 PO B-42817025 / 6097	\$67.81
70878940	09/10/2025	104007	J B STACY	101	GENERAL FUND	7013-53220	CAMP TEHAMA	PRINTER CARTRIDGES	\$113.95
70878941	09/10/2025	102715	JOEL SNOW DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC-HEDGE TRIMMER MAINTENANCE	\$79.34
70878942	09/10/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	\$196.01
70878942	09/10/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53270	FIRE SCH C VOL	056363	\$831.34
70878943	09/10/2025	123948	LEXIS NEXIS RISK SOLUTIONS	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	1465107 FY 25/26	\$695.60
70878944	09/10/2025	103809	LOS MOLINOS COMMUNITY SERVICES	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$14.00
70878945	09/10/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PASKENTA INCIDENT	\$123.67
70878946	09/10/2025	134890	NETWORK COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	AUG 25 847 FREE CALLS	\$731.29
70878947	09/10/2025	122689	NICHOLAS D SIMPSON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PASKENTA INCIDENT	\$123.67
70878948	09/10/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	JDF-UPS REPLACEMENT	\$1,267.65
70878949	09/10/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1052-53220	ELECTIONS	Dymo Labeler	\$258.83
70878949	09/10/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2071-53220	CLERK - RECORDER	Office supplies	\$276.52
70878950	09/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	4977672838-5	\$91.73
70878950	09/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5015443044-6	\$371.21
70878950	09/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5019339502-2	\$856.16
70878950	09/10/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	\$770.86
70878950	09/10/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2474242502-8	\$766.84

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70878951	09/10/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT# 717115 9-2-25 SNP	\$251.48
70878951	09/10/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT# 717115 9-5-25 SNP	\$247.71
70878951	09/10/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT#692071 09-05-25 JDF	\$173.48
70878951	09/10/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT#692071 9-2-25 JDF	\$89.62
70878952	09/10/2025	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	9-2-25 JDF	\$372.28
70878952	09/10/2025	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	9-2-25 SNP	\$1,178.41
70878953	09/10/2025	133378	RESOURCE CONSERVATION DISTRICT	101	GENERAL FUND	2074-53230	EMERGENCY OPERAT	PROFESSIONAL/SPECIAL SERV	\$5,672.36
70878954	09/10/2025	101415	RIO ALTO WATER DISTRICT	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$223.36
70878955	09/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	CUST #346486 9-2-25	\$528.19
70878955	09/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST #346486 9-2-25	\$1,807.67
70878955	09/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	CUST #346486 9-2-25	\$107.13
70878956	09/10/2025	135756	TRUSTED TECH TEAM LLC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	MAINTENANCE OF EQUIPMENT	\$115.67
70878957	09/10/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	5273365	\$132.68
70878958	09/10/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	7013-53170	CAMP TEHAMA	442710975-00001	\$41.36
70878959	09/10/2025	102610	WASTE MANAGEMENT CORPORATE SER	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4 02056 55000	\$59.56
70878960	09/10/2025	109428	WEST PAYMENT CENTER	101	GENERAL FUND	1031-53280	COUNTY COUNSEL	1000271237	\$636.64
70878961	09/10/2025	119988	CHRISTINE WRIGHT	101	GENERAL FUND	2078-53290	DIV OF ANIMAL SE	EMPLOYEE TRAVEL/TRAINING	\$320.32

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70878963	09/10/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Smith, Gullotto, Castro	\$22.00
70878964	09/10/2025	133853	MARIA VIEYRA	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	MIEAGE REIMB	\$42.00
70878967	09/10/2025	101231	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	4985704735-8	\$3,689.05
70878968	09/10/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53230	TRAX	PROFESSIONAL/SPECIAL SERV	\$24,861.76
70878972	09/10/2025	110358	SURVEY MONKEY.COM, LLC	527	TC TRANS COMM AD	3033-53200	TCTC PLANNING	MEMBERSHIPS & DUES	\$300.00
70878974	09/11/2025	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	108957	\$100.00
70878975	09/11/2025	T00648	ALEXANDER NOGARA	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	830-008-785-001 2025	\$139.44
70878976	09/11/2025	100102	ANTELOPE VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$1,194.00
70878977	09/11/2025	113573	AT&T U-VERSE	101	GENERAL FUND	1073-53120	GENERAL SERVICES	332446742	\$181.90
70878978	09/11/2025	V000558	B & T CA LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	CAA 09/2025	\$11.00
70878979	09/11/2025	131348	BEARING DISTRIBUTORS INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	1089984	\$176.58
70878980	09/11/2025	100216	BOWMAN VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$104.00
70878981	09/11/2025	100447	CORNING RURAL VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$2,230.00
70878982	09/11/2025	111467	DAVIS GUEST HOME	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$19,800.00
70878983	09/11/2025	108674	DELL MARKETING LP	101	GENERAL FUND	1073-53200	GENERAL SERVICES	MEMBERSHIPS & DUES	\$28,926.25
70878984	09/11/2025	100543	DIBBLE CREEK VOLUNTEER FIRE DE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$3,786.00
70878985	09/11/2025	T00646	DIRECTV LLC	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800-000-823-000 2023	\$51.09

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70878986	09/11/2025	100594	EL CAMINO VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$364.00
70878987	09/11/2025	T00647	FAR NORTHERN REGIONAL CENTER	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800-005-888-001 2025	\$129.27
70878989	09/11/2025	100690	GERBER-LAS FLORES COMM SERV DI	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	UTILITIES	\$178.35
70878990	09/11/2025	V000237	GOLDEN RULE SMALL ENGINES	101	GENERAL FUND	1074-53170	FACILITIES MAINT	MAINTENANCE OF EQUIPMENT	\$97.50
70878991	09/11/2025	100842	JOB TRAINING CENTER INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL FY 25/26	\$45,891.88
70878992	09/11/2025	V000639	KIMBERLY D BROWN	101	GENERAL FUND	2016-53160	GRAND JURY	JURY & WITNESS EXPENSE	\$85.16
70878993	09/11/2025	100893	LAKE CALIFORNIA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST 2025 STO[EMD	\$1,966.00
70878994	09/11/2025	110951	LIEBERT CASSIDY WHITMORE	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/SPECIAL SERV	\$557.00
70878995	09/11/2025	100961	LOS MOLINOS VOL FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST 2025 STIPEND	\$975.00
70878996	09/11/2025	101000	MANTON VOL FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST 2025 STIPEND	\$20.00
70878997	09/11/2025	102134	MINERAL HOSE DEPT #1	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST 2025 STIPEND	\$484.00
70878998	09/11/2025	V000449	MULTI SERVICE TECHNOLOGY SOLUT	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$332.98
70878999	09/11/2025	102362	NIXON-EGLI EQUIPMENT CO	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	TEHAMA 001	\$127.88
70879000	09/11/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$155.94
70879000	09/11/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$37.72
70879001	09/11/2025	123562	OBSIDIAN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF	\$7,731.10

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								EQUIPMENT	
70879002	09/11/2025	101261	PAYNES CREEK VOLUNTEER FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST 2025 STIPEND	\$513.00
70879003	09/11/2025	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	0011632611	\$25.00
70879004	09/11/2025	131712	PREMIER INDEPENDENCE INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$13,400.00
70879005	09/11/2025	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$925.00
70879006	09/11/2025	101349	RANCHO TEHAMA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST 2025 STIPEND	\$59.00
70879007	09/11/2025	125775	RELX INC	410	LAW LIBRARY	41010-53230	LAW LIBRARY	424ZLNZ7X6	\$856.00
70879008	09/11/2025	119576	RESTPADD	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$51,912.00
70879009	09/11/2025	126210	RESTPADD HEALTH CORP	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$127,708.00
70879010	09/11/2025	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$24.33
70879012	09/11/2025	126499	SNOW MOUNTAIN NATURAL SPRING W	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	OFFICE EXPENSE	\$1,243.52
70879014	09/11/2025	109099	TEHAMA ASPHALT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$120,050.96
70879015	09/11/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	1105191	\$753.93
70879016	09/11/2025	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$18,104.00
70879017	09/11/2025	134948	UBEO MIDCO LLC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	RENT/LEASE OF EQUIPMENT	\$613.24

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70879018	09/11/2025	101810	VINA VOLUNTEER FIRE DEPARTMENT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	AUGUST 2025 STIPEND	\$30.00
70879019	09/11/2025	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$25,797.00
70879019	09/11/2025	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	INSTITUTE MENTAL DISEASE	\$24,000.00
70879020	09/11/2025	109450	VSS EMULTECH	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	\$981.47
70879021	09/11/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$73,415.18
70879021	09/11/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	INSTITUTE MENTAL DISEASE	\$51,520.00
70879024	09/11/2025	131152	BRODIE BILL	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$57.65
70879026	09/11/2025	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	218806201	\$1,127.00
70879028	09/11/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1073-53120	GENERAL SERVICES	176976501	\$450.00
70879029	09/11/2025	128864	CHRISTOPHER BARTLETT	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	\$229.00
70879034	09/11/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018 1444544	\$338.57
70879034	09/11/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018 987021	\$338.57
70879043	09/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$54.35
70879045	09/11/2025	101231	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	7551779389-1	\$6.24
70879050	09/11/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	AI CONFERENCE	\$1,165.72
70879050	09/11/2025	132917	PARKER HUNT	101	GENERAL FUND	1026-53290	TAX COLLECTOR	BOND BUYER CONF	\$262.60

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70879055	09/11/2025	104207	ST ELIZABETH COMM HOSP	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/SPECIAL SERV	\$25.00
70879061	09/11/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$297.76
70879062	09/12/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	Agr#215PA25	\$175.00
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1013-53170	CLERK OF THE BOA	Agreement #79PA25	\$37.37
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1052-53170	ELECTIONS	Agreement #154PA25	\$181.55
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2011-53170	DA VICTIM/WITNES	TC60	\$6.76
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	331PA25 Service August	\$33.21
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2071-53170	CLERK - RECORDER	Agreement #78PA25	\$61.60
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	332PA25 Service August	\$35.70
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2007-53170	DA WELFARE FRAUD	TC22	\$78.22
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	TC21	\$106.80
70879063	09/12/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	TC22	\$78.22
70879064	09/12/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	9757194	\$792.24
70879064	09/12/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	9757194	\$792.24
70879064	09/12/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	9757194	\$792.23

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70879064	09/12/2025	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	9757194	\$792.24
70879065	09/12/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	176978501 Internet September	\$229.97
70879066	09/12/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	25/26 007057-000 Water/Sewer	\$84.15
70879067	09/12/2025	119411	ECO-SHELL LP	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Naturally Fresh Litter	\$294.47
70879068	09/12/2025	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2027-53295	SHERIFF	9017429903	\$273.34
70879069	09/12/2025	T0041614	ENTERPRISE RENT A CAR	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	90173815251	\$260.16
70879070	09/12/2025	T0041614	ENTERPRISE RENT A CAR	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	90173849058	\$260.16
70879071	09/12/2025	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2032-53290	JAIL	90174065711	\$390.55
70879072	09/12/2025	113434	FEDEX	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	22108457 8	\$9.13
70879073	09/12/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Animal by weight	\$109.95
70879074	09/12/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Cat & Dog food	\$2,023.75
70879075	09/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2061-53100	AGRICULTURE COMM	6035322534409168 Noxious Weeds	\$27.26
70879075	09/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2061-53100	AGRICULTURE COMM	6035322534409168 Sprayer	\$8.52
70879075	09/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	6035322534409168 AirCompressor	\$9.77
70879075	09/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2061-53180	AGRICULTURE COMM	6035322534409168 eyewash	\$15.52
70879075	09/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2061-53280	AGRICULTURE COMM	6035322534409168 Foggers	\$36.21

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70879076	09/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2011-53291	DA VICTIM/WITNES	6242	\$144.62
70879076	09/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	BP428170 Acct 6095 fuel	\$806.62
70879076	09/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	BP428170 Acct 6095 Fuel	\$154.53
70879076	09/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2007-53291	DA WELFARE FRAUD	6242	\$238.20
70879076	09/12/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2013-53291	DISTRICT ATTORNE	6242	\$828.94
70879077	09/12/2025	T0043653	IDEXX	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNAP Heart worm RT test Kits	\$496.44
70879077	09/12/2025	T0043653	IDEXX	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNAP Parvo test/Heartworm test	\$217.58
70879077	09/12/2025	T0043653	IDEXX	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	PO57204 503 Microfilaria-Rocky	\$62.70
70879078	09/12/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 09092025	\$2,346.45
70879078	09/12/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUNDS 09032025	(\$8.17)
70879078	09/12/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUNDS 09042025	(\$12.15)
70879079	09/12/2025	108877	LEXIS NEXIS RISK DATA MGMT INC	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	424YGNHHH	\$1,015.00
70879080	09/12/2025	123948	LEXIS NEXIS RISK SOLUTIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	COMMUNICATIONS	\$165.50
70879081	09/12/2025	110951	LIEBERT CASSIDY WHITMORE	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/SPECIAL SERV	\$4,935.00
70879082	09/12/2025	100961	LOS MOLINOS VOL FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	APRIL 2025 STIPEND	\$1,288.00
70879083	09/12/2025	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	Agreement #412PA24	\$300.00
70879083	09/12/2025	120101	MANDI SELVESTER	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	PROFESSIONAL/SPECIAL	\$275.00

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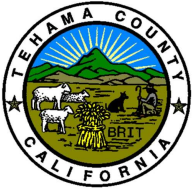
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								SERV	
70879084	09/12/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Alcohol	\$37.07
70879084	09/12/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Meloxidyl, Enrosite	\$285.29
70879084	09/12/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP- Securocryl, Isoflurane	\$1,139.45
70879084	09/12/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Syr 03cc, Selarid dog	\$113.49
70879084	09/12/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Glv exam, syr 12cc, sys03cc	\$519.85
70879085	09/12/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	OFFICE EXPENSE	\$59.93
70879085	09/12/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	PO 36712	\$200.08
70879086	09/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2071-53220	CLERK - RECORDER	Office Supplies	\$240.72
70879087	09/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	9817019282-1 8/1/25-9/1/25	\$22.33
70879088	09/12/2025	132831	PRENTICE LONG PC	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	PROFESSIONAL/SPECIAL SERV	\$37,582.23
70879089	09/12/2025	101509	SHELBY'S PEST CONTROL INC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$145.00
70879090	09/12/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	001007	\$21,500.00
70879091	09/12/2025	136617	TRIAD WATER SOLUTIONS LLC	101	GENERAL FUND	7021-57500	PARKS & RECREATI	IMPROVEMENT & STRUCTURES	\$18,000.00
70879092	09/12/2025	V000217	TRUEPOINT SOLUTIONS LLC	601	AIR POLLUTION DI	60110-57603	AIR POLLUTION DI	Agr#2025-173	\$6,187.50

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70879093	09/12/2025	127828	UNIVERSITY OF WISCONSIN	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	PO57203 canine distemper	\$1,231.44
70879094	09/12/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	742624470-00001 Service July	\$38.01
70879095	09/12/2025	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Simparica 40mg, Simparica 80mg	\$1,473.18
70879095	09/12/2025	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Vngd Rapid Resp, Vanguard Dapp	\$1,012.38
70879096	09/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	176976801	\$65.00
70879096	09/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	176976801	\$65.00
70879097	09/12/2025	100375	CITY OF CORNING	331	CITY OF CORNING	331-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$1,132.57
70879097	09/12/2025	100375	CITY OF CORNING	332	CITY OF CORNING	332-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$1,575.20
70879098	09/12/2025	100375	CITY OF CORNING	117	TRANSPORTATION O	3037-532360	TRAX	PROF/SPECIAL-CONTRCT OPR	\$500.00
70879099	09/12/2025	100376	CITY OF RED BLUFF	344	CITY RB MUNICIPALA	344-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$2,059.05
70879099	09/12/2025	100376	CITY OF RED BLUFF	345	CITY RB PROPERTY	345-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$5,598.72
70879100	09/12/2025	100377	CITY OF TEHAMA	367	CITY OF TEHAMA P	367-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$148.31
70879101	09/12/2025	133386	OLIVE GROVE ASSOCIATES LP	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit Case #200	\$928.00
70879102	09/12/2025	108794	POSTMASTER	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	313245	\$500.00
70879103	09/12/2025	101620	STATE TREASURER	376	STATE ASSESSMENT	376-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$123,806.82
70879103	09/12/2025	101620	STATE TREASURER	377	STATE FISH & GAM	377-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$66.47
70879103	09/12/2025	101620	STATE TREASURER	435	EMERGENCY MED A	435-301800	NOT APPLICABLE	TXS & FINES JULY 2025	\$4.27



Tehama County

Agenda Request Form

File #: 25-1661

Agenda Date: 9/30/2025

Agenda #: 2.

HEALTH SERVICES AGENCY

Requested Action(s)

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)

Financial Impact:

Cost of services will be funded through Mental Health Realignment resources and/or Mental Health Services Act (MHSA) allocations designated for medically necessary care. The associated budget number is 40131. There is no impact on the General Fund.

Background Information:

This is a new agreement with this vendor providing skilled nursing and mental special treatment programs including individual behavioral modification plans. Placement is difficult for clients requiring secure residential mental health services. The approval of this agreement will allow for the continued use of appropriate level facilities by Tehama County Mental Health clients. There continues to be a need for multiple long-term clients to be placed in facilities. If this agreement is not approved, clients who could be served at these facilities would not be able to be placed there and the Department would need to find another comparable facility to place clients. This could result in disruption and delays for much needed services.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
RG LEGACY II DBA PASADENA NURSING CENTER**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and RG Legacy II DBA Pasadena Nursing Center (“Contractor”) for the purpose of providing community mental health services to certain residents of Tehama County, determined by County's Mental Health Division to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

Provide community mental health services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California legislature. These services shall be provided at Contractor's facilities according to the Scope of Work as described in Exhibit "C" attached hereto and made a part of this agreement.

Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County’s notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

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 the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. County and Contractor acknowledge that the basic rates recited in Exhibit B may be subject to adjustments based upon Short-Doyle Maximum Reimbursement rates set by the California Department of Mental Health for such Medi-Cal services. County agrees to pay the adjusted rate for each unit of service provided, no sooner than 30 days after notification to County by Contractor of such adjustment as published by the California Department of Mental Health. The maximum compensation shall not exceed \$600,000. 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.

For Medi-Cal clients, Board and Care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

For Medi-Cal clients, Health Care services, including medical ancillary services, such as laboratory, X-ray, or other medical services performed on-site or off-site, and other physical health services, shall not be the responsibility of Tehama County under this agreement and shall not be billed under 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 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

Contractor shall use its best efforts to submit all claims for reimbursement under the Agreement within thirty (30) days after the ending date of the Agreement. All claims submitted after thirty (30) days following the ending date of the Agreement will not be subject to reimbursement by the County unless Contractor provides a valid reason for delayed submission. Any "obligation incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after one year following the ending date of the Agreement will be disallowed under audit by the County.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on October 1, 2025, and shall terminate June 30, 2027, 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.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor’s negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor’s share of audit exceptions to the total audit exceptions charged against County.

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:

If to County: Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: RG Legacy II DBA Pasadena Nursing Center
1570 N Fair Oaks
Pasadena, CA 91103
(323) 934-8160

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.

27. CODE OF CONDUCT

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA’s dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;

- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA’s patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA’s own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

**28. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT
(HIPAA)**

The Contractor acknowledges that it is a “health care provider” for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or

successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

29. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

30. DOCUMENTS AND RECORDS

- A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.
- B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.
- D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.
- E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

31. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the

service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Director in conformance with the Client and Services Information (CSI) System as prescribed by the State Department of Health Care Services.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

32. FINANCIAL RECORDS

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept in accordance with the Department of Mental Health rules and regulations based on the Short/Doyle Community Mental Health Services Act of 1967, as amended.

33. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

34. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regards to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

35. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 USCA 812, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of the Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or worksite, of which the Contractor has knowledge the Contractor, within five (5) days thereafter, shall notify the supervising department or the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

36. UNUSUAL OCCURRENCES

Occurrences such as epidemic outbreaks, poisonings, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or fax to the local health officer, the State Department of Health Services, and the Tehama County Health Services Agency's Mental Health Director, or in the Director's absence, Tehama County Health Services Agency's Executive Director. An incident report shall be retained on file by the facility for one year. The facility shall furnish such other pertinent information related to such occurrences as the local health officer or the State Department of Health Services may require. Every fire or explosion which occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or in areas not having an organized fire service, to the State Fire Marshall (Title 22, Section 72541).

37. CIVIL RIGHTS ACT OF 1964

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other nonmerit factors exclude an

individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under this program or activity, subject an individual to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, Contractor may deny services owing to the availability of beds or to other standard admission procedures and requirements of Contractor. Additionally, the nature of services that Contractor provides may vary based on the treatment requirements of each individual patient.

38. COMPLIANCE AND PROGRAM INTEGRITY

Contractor shall comply with all contractual provisions pursuant to Exhibit E, “COMPLIANCE AND PROGRAM INTEGRITY,” attached hereto and incorporated by reference.

39. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS

Contractor will utilize “VSee” software platform tool or other platform, or software approved by County at the request of the County to facilitate assessments of clients.

40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C.7104).”

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

43. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, 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: 9-11-25

COUNTY OF TEHAMA

Jayme S. Bottke
Jayme S. Bottke, Executive Director

RG LEGACY II DBA PASADENA NURSING CENTER

Date: 9/11/2025

Shahrazad Jannat
Shahrazad Jannat, Regional Administrator

Vendor 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
Rates

Services	FY2025-2026
Facility Rate- Daily Reserve Rate	\$250.00
Bed hold Rate & room Reserve Rate	\$250.00
Private -Single Room	\$270.82
Semi- Private Room	\$250.00
Augmented Services Rates	
Patch A (Per Diem rate in addition to Daily rate}	\$210.00
Patch B (Per Diem Rate in addition to Daily Rate}	\$265.00
Patch C (Per Diem Rate in Addition to daily Rate}	\$388.00

End of Exhibit B

Exhibit C

Detailed Scope of Work for Behavioral Patients from Patch Program

Comprehensive Care Environment

The facility will implement an evidence-based model of care that addresses the complex needs of severely mentally ill clients requiring a locked setting. This model will include:

1. Structured Living Environment

- Implementation of consistent daily schedules with clear expectations
- Establishment of predictable routines to reduce anxiety and improve functioning
- Creation of designated spaces for therapeutic activities, quiet reflection, and social interaction
- Environmental modifications to accommodate sensory sensitivities and safety concerns

2. Token Economy System

- Development of a tiered reinforcement system with individualized motivators
- Clear documentation of target behaviors and corresponding rewards
- Regular assessment of token effectiveness with modifications as needed
- Gradual transition plan to more naturalistic reinforcement systems

3. Individualized Behavior Modification Plans

- Comprehensive functional behavioral assessments for each resident
- Data-driven intervention strategies targeting specific maladaptive behaviors
- Regular progress monitoring with empirical outcome measures
- Crisis prevention and de-escalation protocols tailored to individual triggers

4. Skills Development Programs

- Self-esteem enhancement using validated therapeutic techniques
- ADL training with graduated assistance levels based on functional assessment
- Medication awareness curriculum covering pharmacology, side effects, and adherence
- Social skills development through structured practice opportunities
- Emotional regulation strategies for managing distress in community settings

5. Recreational and Social Activities

- Therapeutic recreation designed to build interpersonal skills
- Community integration activities with graduated levels of independence
- Creative expression opportunities through art, music, and movement
- Cultural and spiritual programming aligned with resident preferences

6. Community Integration

- Structured community passes with clear behavioral expectations
- Family involvement with coaching on effective support strategies
- Graduated exposure to community settings with decreasing levels of supervision
- Practical application of learned skills in real-world environments

7. Clinical Oversight

- Regular psychiatric evaluation by contract psychiatrist
- Interdisciplinary team reviews with measurable outcome tracking
- Evidence-based assessment tools to document progress
- Medication management with regular efficacy evaluation

8. Professional Nursing Care

- 24-hour nursing supervision with specialized psychiatric training
- Medication administration and monitoring for therapeutic efficacy
- Physical health assessment integrated with behavioral health care
- Documentation of behavioral symptoms and response to interventions

9. Staff Development and Support

- Comprehensive training in trauma-informed care approaches
- Regular supervision and consultation for complex cases
- Crisis intervention training with competency verification
- Self-care and burnout prevention for staff wellbeing

10. Collaborative Case Management

- Regular communication with County Case Managers
- Shared treatment planning with integrated service delivery
- Coordinated discharge planning focused on least restrictive environment
- Timely submission of required documentation for conservatorship reviews

Program Location

Services will be provided at the facility located at 1570 North Fair Oaks Blvd., Pasadena, CA 90113.

Expected Outcomes

- Reduction in frequency and severity of maladaptive behaviors

End of Exhibit C

Exhibit D

PRIOR AUTHORIZATION AND AUDIT PROVISIONS

Prior Authorization:

A. Form

County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this Agreement. At a minimum, this form shall contain a clear patient identification, admission date, County approval of the admission, Contractor commitment to provide care in accordance with the terms of this Agreement, and County commitment to reimburse Contractor for care as set for in this Exhibit.

B. Process

County shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization on the basis of verbal authorization from the County contract liaison by mutual consent of the County and Contractor provided County supplies a completed form within thirty (30) days from the date of admission.

C. Audit Provisions

(1). Scope

County may audit Contractor billing for, and provision of, services under this Agreement at any time with fourteen (14) day advance written notice. County audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the Contractor were actually provided to County patients as prescribed in the Basic Services Statement included in Exhibit B. Contractor shall provide County with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Agreement. Contractor and County shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

(2). Findings

Where problems are identified in the course of an audit which resulted in a significant overpayment to the Contractor, County must conduct an exit conference with the Contractor at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

(3). Repayment

Contractor must repay County for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in (4) below. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this Agreement. If Contractor fails to submit appropriate repayment within designated timeframe, County may offset future bills for services under this Agreement.

(4). Appeals

Contractor has the right to appeal audit findings and related County actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by County. County shall schedule a formal hearing for Contractor appeals within thirty (30) days of receipt of a written request. County shall issue a final report on appeal findings within thirty (30) days of the formal hearing. Contractor shall also have the right to judicial review of County actions related to audits conducted under this Agreement. In the case of such an appeal, contractor repayment shall be due within thirty (30) days after the appeal process is final.

End of Exhibit D

Exhibit E

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty-five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty-five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit E

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: RG Legacy II dba Pasadena Nursing Center

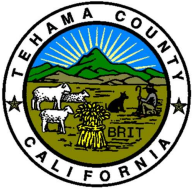
Contract Description: For the purpose of providing mental health services.

APPROVED AS TO FORM:



Date: 09/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1662

Agenda Date: 9/30/2025

Agenda #: 3.

HEALTH SERVICES AGENCY

Requested Action(s)

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*)

Financial Impact:

Cost of services will be funded through Mental Health Realignment resources and/or Mental Health Services Act (MHSA) allocations designated for medically necessary care. The associated budget number is 40131. There is no impact on the General Fund.

Background Information:

This is a new agreement with this vendor for the purpose of providing skilled nursing care for mental health clients. Placement is difficult for clients who need long term residential mental health services. The approval of this agreement will allow for the continued use of appropriate level facilities by Tehama County Mental Health clients. There continues to be a need for multiple long-term clients to be placed in facilities. If this agreement is not approved, clients who could be served at these facilities would not be able to be placed there and the Department would need to find another comparable facility to place clients. This could result in disruption and delays for much needed services.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
SPYGLASS HEALTHCARE DBA EDEN HEALTHCARE CENTER**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Spyglass Healthcare DBA Eden Healthcare Center (“Contractor”) for the purpose of providing community mental health services to certain residents of Tehama County, determined by County's Mental Health Division to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

Provide community mental health services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California legislature. These services shall be provided at Contractor's facilities according to the Scope of Work as described in Exhibit "C" attached hereto and made a part of this agreement.

Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County’s notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

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 the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. County and Contractor acknowledge that the basic rates recited in Exhibit B may be subject to adjustments based upon Short-Doyle Maximum Reimbursement rates set by the California Department of Mental Health for such Medi-Cal services. County agrees to pay the adjusted rate for each unit of service provided, no sooner than 30 days after notification to County by Contractor of such adjustment as published by the California Department of Mental Health. The maximum compensation shall not exceed \$600,000. 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.

For Medi-Cal clients, Board and Care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

For Medi-Cal clients, Health Care services, including medical ancillary services, such as laboratory, X-ray, or other medical services performed on-site or off-site, and other physical health services, shall not be the responsibility of Tehama County under this agreement and shall not be billed under 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 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

Contractor shall use its best efforts to submit all claims for reimbursement under the Agreement within thirty (30) days after the ending date of the Agreement. All claims submitted after thirty (30) days following the ending date of the Agreement will not be subject to reimbursement by the County unless Contractor provides a valid reason for delayed submission. Any "obligation incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after one year following the ending date of the Agreement will be disallowed under audit by the County.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on October 1, 2025, and shall terminate June 30, 2027, 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.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

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:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor: Spyglass Healthcare DBA Eden Healthcare Center
27350 Tampa Ave
Hayward, CA 94544
(818) 201-8827

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.

27. CODE OF CONDUCT

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA’s dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA’s own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance

Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to

court order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

**28. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT
(HIPAA)**

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

29. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

30. DOCUMENTS AND RECORDS

- A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.
- B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.
- D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

31. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Director in conformance with the Client and Services Information (CSI) System as prescribed by the State Department of Health Care Services.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

32. FINANCIAL RECORDS

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept in accordance with the Department of Mental Health rules and regulations based on the Short/Doyle Community Mental Health Services Act of 1967, as amended.

33. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the

application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

34. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regards to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

35. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 USCA 812, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of the Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or worksite, of which the Contractor has knowledge the Contractor, within five (5) days thereafter, shall notify the supervising department or the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

36. UNUSUAL OCCURRENCES

Occurrences such as epidemic outbreaks, poisonings, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or fax to the local health officer, the State Department of Health Services, and the Tehama County Health Services Agency's Mental Health Director, or in the Director's absence, Tehama County Health Services Agency's Executive Director. An incident report shall be retained on file by the facility for one year. The facility shall furnish such other pertinent information related to such occurrences as the local health officer or the State Department of Health Services may require. Every fire or explosion which occurs in or on the premises shall be reported within twenty-four (24) hours to

the local fire authority or in areas not having an organized fire service, to the State Fire Marshall (Title 22, Section 72541).

37. CIVIL RIGHTS ACT OF 1964

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other nonmerit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under this program or activity, subject an individual to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, Contractor may deny services owing to the availability of beds or to other standard admission procedures and requirements of Contractor. Additionally, the nature of services that Contractor provides may vary based on the treatment requirements of each individual patient.

38. COMPLIANCE AND PROGRAM INTEGRITY

Contractor shall comply with all contractual provisions pursuant to Exhibit E, “COMPLIANCE AND PROGRAM INTEGRITY,” attached hereto and incorporated by reference.

39. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS

Contractor will utilize “VSee” software platform tool or other platform, or software approved by County at the request of the County to facilitate assessments of clients.

40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C.7104).”

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

43. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, 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: 9-12-25

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 9/11/25

SPYGLASS HEALTHCARE DBA EDEN
HEALTHCARE CENTER

Brady O'Shea, Administrator

Vendor 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

Patch Rates for Eden Healthcare Center

Level 1: \$250.00 per day Low Behavioral and Physical Complexity/Risk

- Hallucinations (Auditory or Visual)
- Delusions (Paranoid or Grandiose)
- History of Verbally Aggressive
- History of Physically Aggressive
- History of Sexually Inappropriate Comments
- Resistive to ADL care -struggles with staff
- Depression Mild -poor ADL's
- Flight of Ideas/ Racing Thoughts/ Word Salad
- Anxiety-pacing, repetitive speech, frequent reassurance from staff
- Restlessness-inability to sit still
- Mood Swings
- History of substance abuse
- History of medication noncompliance
- Pacemakers
- HTN
- Arthritis
- Chronic Skin Issues -Rash, bruising or tears.
- Seizure Disorder
- COPD

Level 2: \$325.00 per day:

Moderate Behavioral symptoms and Moderate Physical Complexity/Risk

- Periodic Physically Aggressive towards others
- Periodic Verbal outbursts
- Hallucination (Olfactory, Tactile)
- Resistive to ADL Care- requiring 2 Person Assist
- Inappropriate Sexual Comments
- History of jail nonviolent crime
- History of Suicidal Gestures
- Medication Noncompliance
- Resists Monthly Deaconate Injections
- Chronic Depression, resistive to eating and bathing, and withdrawn Hopelessness & Helplessness
- Hoarding
- Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff
- Assist with eating due to choking risk
- Low IQ 70
- Pain Management
- Bladder Retraining
- Stage 2 Skin Issues
- Chronic UTI's which affects behavior
- Dehydration

- 02 Therapy Breathing Machines
- Unsafe Gait
- Hemiplegia
- Amputees/ Contractures
- Chronic Constipation
- Parkinson's

Level 3: \$400.00 per day: High Behavioral Symptoms and High Physical Health Complexity/Risk

- Physically aggressive recent striking out at others
- Verbal Aggression/Abusive towards others
- Extensive falling- 2 times a week
- False allegations resulting in self-reporting to law enforcement & CDPH
- Inappropriate sexual touching or disrobing in public
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Constant Screaming
- AWOL-verbalizations or actual attempts
- Taking belongings or food of others
- Stage 2 or 3 Skin Issues
- Severe Parkinson /Huntington Chorea
- Combative during ADL care -2 person assist
- Extensive assistance with ADLs -due to cognitive loss or limited ROM
- Bowel/Bladder retraining
- Recent Fractures
- Deaf
- Blind
- Diabetes Insulin Dependent
- TBI
- Morbid Obesity
- Uncontrolled Seizures
- Sporadic 1:1 supervision necessary

End of Exhibit B

Exhibit C

Scope of Work

Spyglass Healthcare operates a total of six Skilled Nursing Facilities throughout Northern California and three in Sacramento County. Spyglass Healthcare has two facilities: Eden Healthcare Center and Bridgewood Post-Acute that are focused on behavioral health. Both facilities are secured with delayed egress doors denying clients easy access for elopement. Spyglass Healthcare is dedicated to treating clients with dual diagnosis of medical and mental illness. Spyglass Healthcare provides opportunities for clients to participate in activities to empower them and help them become self-sufficient which may include the following:

Educational:

- Family and Peer Relational Processes
- Chemical Dependency/Substance Abuse

Awareness Socialization / Group Interactions:

- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge

Entertainment/Recreation:

- Concerts and Community Events
- Holiday Celebrations
- Movies, Games
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Birthday Celebrations

Spyglass Healthcare develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational activities, we attempt to coordinate events to coincide with the individual clients care plans created by the activities department. The clients' council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by clients.

The following is a partial list of behaviors/symptoms that Spyglass Healthcare is prepared to address:

1. Mild, psychiatric impairment: difficulty managing self-care in bathing dressing, grooming, toileting, eating; occasional intrusive behavior requiring redirection
2. A history of suicidal ideation.
3. Gross inactivity.
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Mild outbursts in response to perceived injustices .
6. Borrowing, begging or inappropriate handling of money or property.
7. Medication Compliance.

8. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
9. Reversed sleep patterns - up all night, sleeping in the day.
10. History of Sexual inappropriate speech.
11. Excessive dependency.
12. Hallucinations (Auditory or Visual) and Delusions (Paranoid or Grandiose)

Goals and Outcomes

Eden Healthcare Center and Bridgwood Post-Acute exists as an alternative to hospitalization or IMO type placement for hard to place clients. When placed in Eden Healthcare Center or Bridgwood Post-Acute, clients can participate in our full range of activities and skilled nursing services. We expect each individual will experience an enrichment of life with our 24/7 dedicated staff.

End of Exhibit C

Exhibit D

PRIOR AUTHORIZATION AND AUDIT PROVISIONS

Prior Authorization:

A. Form

County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this Agreement. At a minimum, this form shall contain a clear patient identification, admission date, County approval of the admission, Contractor commitment to provide care in accordance with the terms of this Agreement, and County commitment to reimburse Contractor for care as set for in this Exhibit.

B. Process

County shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization on the basis of verbal authorization from the County contract liaison by mutual consent of the County and Contractor provided County supplies a completed form within thirty (30) days from the date of admission.

C. Audit Provisions

(1). Scope

County may audit Contractor billing for, and provision of, services under this Agreement at any time with fourteen (14) day advance written notice. County audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the Contractor were actually provided to County patients as prescribed in the Basic Services Statement included in Exhibit B. Contractor shall provide County with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Agreement. Contractor and County shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

(2). Findings

Where problems are identified in the course of an audit which resulted in a significant overpayment to the Contractor, County must conduct an exit conference with the Contractor at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

(3). Repayment

Contractor must repay County for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in (4) below. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this Agreement. If Contractor fails to submit appropriate repayment within designated timeframe, County may offset future bills for services under this Agreement.

(4). Appeals

Contractor has the right to appeal audit findings and related County actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by County. County shall schedule a formal hearing for Contractor appeals within thirty (30) days of receipt of a written request. County shall issue a final report on appeal findings within thirty (30) days of the formal hearing. Contractor shall also have the right to judicial review of County actions related to audits conducted under this Agreement. In the case of such an appeal, contractor repayment shall be due within thirty (30) days after the appeal process is final.

End of Exhibit D

Exhibit E

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty-five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty-five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit E

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Spyglass Healthcare dba Eden Healthcare Center

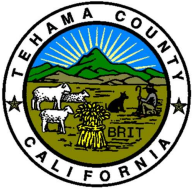
Contract Description: For the purpose of providing mental health services.

APPROVED AS TO FORM:



Date: 09/10/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1663

Agenda Date: 9/30/2025

Agenda #: 4.

HEALTH SERVICES AGENCY

Requested Action(s)

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*)

Financial Impact:

Cost of services will be funded through Mental Health Realignment resources and/or Mental Health Services Act (MHSA) allocations designated for medically necessary care. The associated budget number is 40131. There is no impact on the General Fund.

Background Information:

This is a new agreement with this vendor for the purpose of providing community mental health services. Placement is difficult for clients who need post-acute residential mental health services. This facility provides specialized nursing care for mental health clients typically coming out of hospitalizations. The approval of this agreement will allow for the continued use of appropriate level facilities by Tehama County Mental Health clients. There continues to be a need for multiple long-term clients to be placed in facilities. If this agreement is not approved, clients who could be served at these facilities would not be able to be placed there and the Department would need to find another comparable facility to place clients. This could result in disruption and delays for much needed services.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
BRIDGEWOOD POST ACUTE LLC**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) Bridgewood Post Acute LLC (“Contractor”) for the purpose of providing community mental health services to certain residents of Tehama County, determined by County's Mental Health Division to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

Provide community mental health services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California legislature. These services shall be provided at Contractor's facilities according to the Scope of Work as described in Exhibit "C" attached hereto and made a part of this agreement.

Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County’s notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

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 the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. County and Contractor acknowledge that the basic rates recited in Exhibit B may be subject to adjustments based upon Short-Doyle Maximum Reimbursement rates set by the California Department of Mental Health for such Medi-Cal services. County agrees to pay the adjusted rate for each unit of service provided, no sooner than 30 days after notification to County by Contractor of such adjustment as published by the California Department of Mental Health. The maximum compensation shall not exceed \$600,000. 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.

For Medi-Cal clients, Board and Care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

For Medi-Cal clients, Health Care services, including medical ancillary services, such as laboratory, X-ray, or other medical services performed on-site or off-site, and other physical health services, shall not be the responsibility of Tehama County under this agreement and shall not be billed under 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 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

Contractor shall use its best efforts to submit all claims for reimbursement under the Agreement within thirty (30) days after the ending date of the Agreement. All claims submitted after thirty (30) days following the ending date of the Agreement will not be subject to reimbursement by the County unless Contractor provides a valid reason for delayed submission. Any "obligation incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after one year following the ending date of the Agreement will be disallowed under audit by the County.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on October 1, 2025, and shall terminate June 30, 2027, 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.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

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:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor: Bridgewood Post Acute LLC
5901 Lemon Hill
Sacramento, CA 95824
(818) 201-8827

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.

27. CODE OF CONDUCT

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA’s dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA’s own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance

Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to

court order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

**28. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT
(HIPAA)**

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

29. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

30. DOCUMENTS AND RECORDS

- A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.
- B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
- C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.
- D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

31. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Director in conformance with the Client and Services Information (CSI) System as prescribed by the State Department of Health Care Services.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

32. FINANCIAL RECORDS

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept in accordance with the Department of Mental Health rules and regulations based on the Short/Doyle Community Mental Health Services Act of 1967, as amended.

33. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the

application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

34. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regards to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

35. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 USCA 812, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of the Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or worksite, of which the Contractor has knowledge the Contractor, within five (5) days thereafter, shall notify the supervising department or the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

36. UNUSUAL OCCURRENCES

Occurrences such as epidemic outbreaks, poisonings, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or fax to the local health officer, the State Department of Health Services, and the Tehama County Health Services Agency's Mental Health Director, or in the Director's absence, Tehama County Health Services Agency's Executive Director. An incident report shall be retained on file by the facility for one year. The facility shall furnish such other pertinent information related to such occurrences as the local health officer or the State Department of Health Services may require. Every fire or explosion which occurs in or on the premises shall be reported within twenty-four (24) hours to

the local fire authority or in areas not having an organized fire service, to the State Fire Marshall (Title 22, Section 72541).

37. CIVIL RIGHTS ACT OF 1964

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other nonmerit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under this program or activity, subject an individual to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, Contractor may deny services owing to the availability of beds or to other standard admission procedures and requirements of Contractor. Additionally, the nature of services that Contractor provides may vary based on the treatment requirements of each individual patient.

38. COMPLIANCE AND PROGRAM INTEGRITY

Contractor shall comply with all contractual provisions pursuant to Exhibit E, “COMPLIANCE AND PROGRAM INTEGRITY,” attached hereto and incorporated by reference.

39. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS

Contractor will utilize “VSee” software platform tool or other platform, or software approved by County at the request of the County to facilitate assessments of clients.

40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C.7104).”

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

43. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, 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: 9-9-25

COUNTY OF TEHAMA
Jayme S. Bottke
Jayme S. Bottke, Executive Director

Date: 9/5/25

BRIDGEWOOD POST ACUTE LLC
Brady O'Shea COO
Brady O'Shea, Administrator

Vendor 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

Patch Rates for Bridgewood Post-Acute

Level 1: \$250.00 per day Low Behavioral and Physical Complexity/Risk

- Hallucinations (Auditory or Visual)
- Delusions (Paranoid or Grandiose)
- History of Verbally Aggressive
- History of Physically Aggressive
- History of Sexually Inappropriate Comments
- Resistive to ADL care -struggles with staff
- Depression Mild -poor ADL's
- Flight of Ideas/ Racing Thoughts/ Word Salad
- Anxiety-pacing, repetitive speech, frequent reassurance from staff
- Restlessness-inability to sit still
- Mood Swings
- History of substance abuse
- History of medication noncompliance
- Pacemakers
- HTN
- Arthritis
- Chronic Skin Issues -Rash, bruising or tears.
- Seizure Disorder
- COPD

Level 2: \$325.00 per day:

Moderate Behavioral symptoms and Moderate Physical Complexity/Risk

- Periodic Physically Aggressive towards others
- Periodic Verbal outbursts
- Hallucination (Olfactory, Tactile)
- Resistive to ADL Care- requiring 2 Person Assist
- Inappropriate Sexual Comments
- History of jail nonviolent crime
- History of Suicidal Gestures
- Medication Noncompliance
- Resists Monthly Deaconate Injections
- Chronic Depression, resistive to eating and bathing, and withdrawn Hopelessness & Helplessness
- Hoarding
- Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff
- Assist with eating due to choking risk
- Low IQ 70
- Pain Management
- Bladder Retraining
- Stage 2 Skin Issues
- Chronic UTI's which affects behavior
- Dehydration

- 02 Therapy Breathing Machines
- Unsafe Gait
- Hemiplegia
- Amputees/ Contractures
- Chronic Constipation
- Parkinson's

Level 3: \$400.00 per day: High Behavioral Symptoms and High Physical Health Complexity/Risk

- Physically aggressive recent striking out at others
- Verbal Aggression/Abusive towards others
- Extensive falling- 2 times a week
- False allegations resulting in self-reporting to law enforcement & CDPH
- Inappropriate sexual touching or disrobing in public
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Constant Screaming
- AWOL-verbalizations or actual attempts
- Taking belongings or food of others
- Stage 2 or 3 Skin Issues
- Severe Parkinson /Huntington Chorea
- Combative during ADL care -2 person assist
- Extensive assistance with ADLs -due to cognitive loss or limited ROM
- Bowel/Bladder retraining
- Recent Fractures
- Deaf
- Blind
- Diabetes Insulin Dependent
- TBI
- Morbid Obesity
- Uncontrolled Seizures
- Sporadic 1:1 supervision necessary

End of Exhibit B

Exhibit C

Scope of Work

Spyglass Healthcare operates a total of six Skilled Nursing Facilities throughout Northern California and three in Sacramento County. Spyglass Healthcare has two facilities: Eden Healthcare Center and Bridgewood Post-Acute that are focused on behavioral health. Both facilities are secured with delayed egress doors denying clients easy access for elopement. Spyglass Healthcare is dedicated to treating clients with dual diagnosis of medical and mental illness. Spyglass Healthcare provides opportunities for clients to participate in activities to empower them and help them become self-sufficient which may include the following:

Educational:

- Family and Peer Relational Processes
- Chemical Dependency/Substance Abuse

Awareness Socialization / Group Interactions:

- Current Events/Cultural Relativity
- Problem Solving/Life challenge-bridge

Entertainment/Recreation:

- Concerts and Community Events
- Holiday Celebrations
- Movies, Games
- Bingo Bonanza
- Talent Shows/Competition
- Pizza/Ice Cream Socials
- Birthday Celebrations

Spyglass Healthcare develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational activities, we attempt to coordinate events to coincide with the individual clients care plans created by the activities department. The clients' council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by clients.

The following is a partial list of behaviors/symptoms that Spyglass Healthcare is prepared to address:

1. Mild, psychiatric impairment: difficulty managing self-care in bathing dressing, grooming, toileting, eating; occasional intrusive behavior requiring redirection
2. A history of suicidal ideation.
3. Gross inactivity.
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Mild outbursts in response to perceived injustices .
6. Borrowing, begging or inappropriate handling of money or property.
7. Medication Compliance.

8. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
9. Reversed sleep patterns - up all night, sleeping in the day.
10. History of Sexual inappropriate speech.
11. Excessive dependency.
12. Hallucinations (Auditory or Visual) and Delusions (Paranoid or Grandiose)

Goals and Outcomes

Eden Healthcare Center and Bridgewood Post-Acute exists as an alternative to hospitalization or IMO type placement for hard to place clients. When placed in Eden Healthcare Center or Bridgewood Post-Acute, clients can participate in our full range of activities and skilled nursing services. We expect each individual will experience an enrichment of life with our 24/7 dedicated staff.

End of Exhibit C

Exhibit D

PRIOR AUTHORIZATION AND AUDIT PROVISIONS

Prior Authorization:

A. Form

County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this Agreement. At a minimum, this form shall contain a clear patient identification, admission date, County approval of the admission, Contractor commitment to provide care in accordance with the terms of this Agreement, and County commitment to reimburse Contractor for care as set for in this Exhibit.

B. Process

County shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization on the basis of verbal authorization from the County contract liaison by mutual consent of the County and Contractor provided County supplies a completed form within thirty (30) days from the date of admission.

C. Audit Provisions

(1). Scope

County may audit Contractor billing for, and provision of, services under this Agreement at any time with fourteen (14) day advance written notice. County audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the Contractor were actually provided to County patients as prescribed in the Basic Services Statement included in Exhibit B. Contractor shall provide County with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Agreement. Contractor and County shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

(2). Findings

Where problems are identified in the course of an audit which resulted in a significant overpayment to the Contractor, County must conduct an exit conference with the Contractor at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

(3). Repayment

Contractor must repay County for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in (4) below. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this Agreement. If Contractor fails to submit appropriate repayment within designated timeframe, County may offset future bills for services under this Agreement.

(4). Appeals

Contractor has the right to appeal audit findings and related County actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by County. County shall schedule a formal hearing for Contractor appeals within thirty (30) days of receipt of a written request. County shall issue a final report on appeal findings within thirty (30) days of the formal hearing. Contractor shall also have the right to judicial review of County actions related to audits conducted under this Agreement. In the case of such an appeal, contractor repayment shall be due within thirty (30) days after the appeal process is final.

End of Exhibit D

Exhibit E

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty-five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty-five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit E

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Spyglass Healthcare dba Bridgewood Post Acute

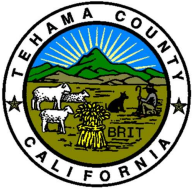
Contract Description: For the purpose of providing mental health services.

APPROVED AS TO FORM:



Date: 08/22/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1639

Agenda Date: 9/30/2025

Agenda #: 5.

SOCIAL SERVICES

Requested Action(s)

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

Financial Impact:

This anticipated revenue will be utilized in accordance with the Transitional Housing Program (THP) and Housing Navigation and Maintenance Program (HNMP) rules to help young adults formerly in foster care prevent homelessness. This funding was not planned in the 25/26 budget, so budget adjustments will be brought to the Board during a regular meeting or the midyear budget review. These are state funds with no county share. There is no impact to the county General Fund.

Background Information:

On December 18, 2024, the Board authorized acceptance of THP round 6 and HNMP round 3 of this funding. We have submitted to the state the THP round 7 and HNMP round 4 Allocation Acceptance forms pending board approval. These funds are intended to help young adults ages 18 to 24 navigate housing options and secure and maintain housing, with priority given to young adults aging out of foster care. After accepting the allocation, the Department of Housing and Community Development will provide a contract for execution to Social Services.

Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Round 4

Rev. 08/19/25

County Allocation (select Applicant County in row 7 below): **\$39,648**

Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the support of housing navigators to help young adults 18 years and up to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults currently or formerly in the foster care system.

Housing First

The Contractor shall certify to employ the core components of Housing First, pursuant to Welfare and Institutions Code Section 8255.

- 1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services;
- 2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness";
- 3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness;
- 4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals;
- 5) Participation in services or program compliance is not a condition of permanent housing tenancy;
- 6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes;
- 7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction;
- 8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents;
- 9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling;
- 10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses; and
- 11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

Allocation Applicant

Allocation Applicant is a County

Pursuant to Section 50811 of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula allocation for the purpose of distributing these funds to counties. The formula allocation is based on each county's percentage of the total statewide number of young adults 17 through 21 years of age in the foster care and probation system. The allocation excludes Alpine and Mono counties because their calculation did not demonstrate need. The housing navigation and maintenance program for a county that accepts an allocation of money pursuant to this section shall provide training to its child welfare agency social workers and probation officers who serve nonminor dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, the social worker's and probation officer's role in identifying unstable housing situations for youth, and referring youth to housing assistance programs.

Applicant County **Tehama**

Legal name of Applicant as stated on resolution: **County of Tehama**

Address **727 Oak Street** City **Red Bluff** State **CA** Zip **96080**

Auth Rep Name **Bekkie F. Emery** Title **Social Services Director** Auth Rep Email **Bemery@tcdss.org** Phone **530-527-1911**

Address **Po Box 1515** City **Red Bluff** State **CA** Zip **96080**

Contact Name **Kimberly Granados** Title **Staff Services Analyst** Email **kgranados@tcdss.org** Phone **530-527-1911**

Address **Po Box 1515** City **Red Bluff** State **CA** Zip **96080**

Federal Tax ID Number (FEIN) **946000543**

Administrative Fiscal Representative

Contact Name **Desiree Oglesby** Title **Deputy Director, Fiscal** Contact Email **Doglesby@tcdss.org**

Phone **530-527-1911** Address **Po Box 1515** City **Red Bluff** State **CA** Zip **96080**

File Name: **App Resolution** Reference sample resolution document Attached to email? **No**

File Name: **App TIN** Reference Taxpayer Identification Number (TIN) document Attached to email? **Yes**

Use of Funds

The HNMP program funds housing navigators for counties. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigation and maintenance activities may include, but are not limited to:

- 1) Assist young adults aged 18-24 years of age, inclusive, secure and maintain housing (with priority access given to young adults in the state's foster care system);
- 2) Provide housing case management which include essential services in emergency supports to foster youth;
- 3) Prevent young adults from becoming homeless; and
- 4) Improve coordination of serves and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.

Expenditure of Funds

Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 651 Bannon Street, Suite 400, Attention: Administration and Management Division, Accounts Payable, Sacramento CA 95811 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance Form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. The Department will only accept applications electronically via email no later than 5:00 p.m. on:

Tuesday, September 18, 2025
HCD will only accept applications electronically at the following email address:
TAY@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit a bi-annual report to the Department for the two years following contract execution addressing the following:

- A. Number of program participants served with program funds;
- B. Itemization of use of program funds;
- C. Details on housing navigators and other subcontractors;
- D. Number of program participants served who were in the State's foster care system;
- E. Number of program participants who were homeless at time of program entry;
- F. Number of program participants who exited homelessness into temporary housing;
- G. Number of program participants who exited homelessness into permanent housing; and,
- H. Subpopulation data including:
 - 1. Number of participants that are employed;
 - 2. Number of participants identified as LGBTQ+;
 - 3. Number of participants with a disability;
 - 4. Number of participants with minor children in the household; and,
 - 5. Average number of children per household.

Yes

California Public Records Act

The application, including any and all supplemental documents submitted during the review process, is a public record, which is available for public review pursuant to the California Public Records Act (CPRA) (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code). After final awards have been issued, the Department may disclose any materials provided by the Applicant to any person making a request under the CPRA. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

Certification

On behalf of the entity identified in the signature block below, I certify that:

The information, statements and attachments included in this Allocation Acceptance Form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance Form on behalf of the entity identified above.

In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Bekkie F. Emery

Authorized Rep Printed Name

Social Services Director

Title of Authorized Rep

Bekkie F. Emery

Signature

9/10/28

Date

Transitional Housing Program (THP) Allocation Acceptance Round 7		Rev. 08/19/25
County Allocation (select Applicant County in row 7 below):		\$73,275
Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the purpose of housing stability to help young adults 18 to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.		
Housing First		
The Contractor shall certify to employ the core components of Housing First, pursuant to Welfare and Institutions Code Section 8255 (b) as shown below:		
<ol style="list-style-type: none"> 1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services; 2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness"; 3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness; 4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals; 5) Participation in services or program compliance is not a condition of permanent housing tenancy; 6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes; 7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction; 8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents; 9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling; 10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses; and 11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants. 		
Allocation Applicant		
Allocation Applicant is a County		Yes
Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults (ages 18 through 24).		
Applicant County	Tehama	
Legal name of Applicant as stated on resolution:	County of Tehama	
Address	727 Oak Street	City Red Bluff State CA Zip 96080
Auth Rep Name	Bekkie F. Emery	Title Social Services Director Auth Rep Email Bemery@tcdss.org Phone 530-527-1911
Address	Po Box 1515	City Red Bluff State CA Zip 95951
Contact Name	Kimberly Granados	Title Staff Services Analyst Email kgranados@tcdss.org Phone 530-527-1911
Address	Po Box 1515	City Red Bluff State CA Zip 96080
Federal Tax ID Number (FEIN)	946000543	
Administrative Fiscal Representative		
Contact Name	Deputy Director, Fiscal	Title Desiree Oglesby Contact Email doglesby@tcdss.org
Phone	530-527-1911	Address Po Box 1515 City Red Bluff State CA Zip 96080
File Name:	App Resolution	Reference sample resolution document Attached to email? No
File Name:	App GovTIN Form	Reference Taxpayer Identification Number (TIN) document Attached to email? Yes
Use of Funds		
Funds shall be used to help young adults who are 18 to 24 years of age, inclusive, secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems. Use of funds may include, but are not limited to:		
<ol style="list-style-type: none"> 1) Identify and assist housing services for this population in your community; 2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system); 3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and 4) Provide engagement in outreach and targeting to serve those with the most severe needs. 		
Expenditure of Funds		
Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 651 Bannon Street, Suite 400, Attention: Administration and Management Division, Accounts Payable, Sacramento CA 95811 and must reference the Contract Number.		
Allocation Acceptance Requirements		
In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance Form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. The Department will only accept applications electronically via email no later than 5:00 p.m. on:		
Tuesday, September 18, 2025 HCD will only accept applications electronically at the following email address: TAY@hcd.ca.gov		
Reporting Requirements		



<p>Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following:</p> <p>A. Number of program participants served who were homeless at time of program entry; B. Number of program participants served who were in the State's foster care system; C. Number of program participants served who were formerly in the State's foster care or probation systems; D. Number of program participants who exited homelessness into temporary housing; E. Number of program participants who exited homelessness into permanent housing; F. Itemization on use of program fund expenditures; G. Who were the housing navigators or other subcontractor(s)? H. Subpopulation data including:</p> <ol style="list-style-type: none"> 1. Number of participants that are employed; 2. Number of participants identified as LGBTQ+; 3. Number of participants having a disability; 4. Number of participants with minor children in the household; and, 5. Average number of children per household. 	Yes
--	-----

California Public Records Act

The application, including any and all supplemental documents submitted during the review process, is a public record, which is available for public review pursuant to the California Public Records Act (CPRA) (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code). After final awards have been issued, the Department may disclose any materials provided by the Applicant to any person making a request under the CPRA. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

Certification

On behalf of the entity identified in the signature block below, I certify that:
 The information, statements and attachments included in this Allocation Acceptance Form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance Form on behalf of the entity identified above.
 In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Bekkie F. Emery	Social Services Director		
Authorized Rep Printed Name	Title of Authorized Rep	Signature	Date

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TEHAMA
AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF THE
COUNTY ALLOCATION AWARD UNDER THE TRANSITIONAL HOUSING
PROGRAM AND THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM**

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued a Transitional Housing Program (THP) Allocation Acceptance form, dated August 19, 2025 under Round 7 of the Transitional Housing Program (“THP”), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code .

WHEREAS, the Department issued a Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Form, dated August 19, 2025 under Round 4 of the Housing Navigation and Maintenance Program (“HNMP”) authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2025 (Chapter 4 of the Statutes of 2025) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code .

The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the “Allocation Acceptance Forms”.

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP and HNMP Programs; and

WHEREAS, the County of Tehama (“County”) may be listed as an eligible applicant in the THP Allocation Acceptance Form, dated August 19, 2025, the County may also be listed as an eligible applicant in the HNMP Allocation Acceptance Form dated August 19, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Tehama does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of \$73,275 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department but not to exceed \$ 146,550.

SECTION 3. That County is hereby authorized and directed to apply for and accept County's allocation award in the amount of \$ 39,648 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds ("Additional HNMP Allocation") up to the amount authorized by Department but not to exceed \$79,296.

SECTION 5. That Director, Department of Social Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the "THP Allocation Award Documents").

SECTION 6. That Director, Department of Social Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the "HNMP Allocation Award Documents").

SECTION 7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

SECTION 8. That County affirms it has the discretion to accept any or all of the THP and HNMP program funds as detailed herein.

The foregoing resolution was offered on a motion by Supervisor _____,
seconded by Supervisor _____, and carried by the following vote of
the Board

AYES:

NOES:

ABSTENT OR NOT VOTING:

CHAIR, Board of Supervisors

STATE OF CALIFORNIA)

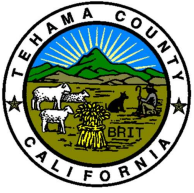
COUNTY OF TEHAMA) ss

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 a resolution adopted by said Board of Supervisors on the
_____ day of _____, 2025.

DATED: This ____ day of _____, 2025.

SEAN HOUGHTBY, County Clerk and ex-officio Clerk
of the Board of Supervisors of the County of Tehama,
State of California.

By _____
Deputy



Tehama County

Agenda Request Form

File #: 25-1671

Agenda Date: 9/30/2025

Agenda #: 6.

ADMINISTRATION

Requested Action(s)

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

Financial Impact:

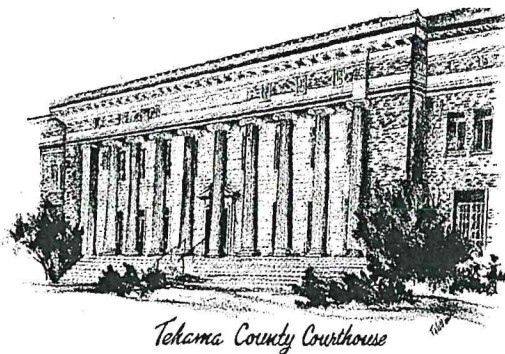
No cost from this item. Failure to move this request ahead may result in a lack of emergency funding.

Background Information:

On September 16, 2025, the Board proclaimed a local emergency and authorized the Chair to send a letter to the Governor. An additional letter from the Board was requested for further clarity, and was processed expediently due to the urgent need for assistance. Ratification is now needed.

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

September 18, 2025

Director Nancy Ward
 California Governor's Office of Emergency Services
 3650 Schriever Avenue
 Mather, CA 95655

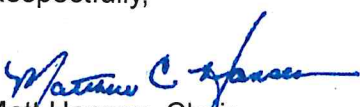
**Re: Request for Inclusion of Tehama County in the 2025 February Storms State of
 Emergency Declaration**

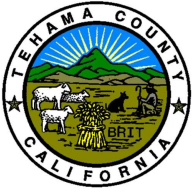
Dear Director Ward,

Tehama County respectfully requests amendment of the *Proclamation of a State of Emergency for the 2025 February Storms* to include our county. Although Tehama was not listed in the original declaration, the February 2025 storms caused destruction of critical infrastructure, damage to state recreational lands, and escalating risks to public safety. The County of Tehama proclaimed a local emergency on February 7, 2025 due to known impacts of this event. Additional damages have since been identified, in part due to significant delays in mobilizing Caltrans dive teams following the initial post-storm inspections. Subsequent dive inspections by Caltrans and surveys conducted by the Department of Water Resources have now revealed catastrophic damage that was not apparent in the immediate aftermath of the storms. Because the extent of the damages only became known at a later date, and this discovery led to the forced closure of a bridge and substantial impacts, a local emergency was proclaimed again on September 16, 2025.

Tehama County also requests a Cal OES Director's concurrence and any state and/or federal assistance, to include California Disaster Assistance Act funding, be made available.

Respectfully,


 Matt Hansen, Chair
 Tehama County Board of Supervisors



Tehama County

Agenda Request Form

File #: 25-1622

Agenda Date: 9/30/2025

Agenda #: 7.

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)

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

Financial Impact:

This grant agreement will allocate funding for the District to provide financial support for the implementation of eligible reduced-emission technologies, in alignment with the Moyer Program Guidelines.

Background Information:

The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) provides grant funding for engines and equipment that are cleaner than required by regulations. Local air districts administer these grants and select which projects to fund. The Tehama County Air Pollution Control District has successfully implemented the Carl Moyer Program in past years to reduce emissions.

The Carl Moyer Program solicits applications from Air Pollution Control and Air Quality Districts annually for participation. Along with the solicitation, tentative grant allocations are distributed. For Carl Moyer Program Year 28, the Tehama County Air Pollution Control District is expected to receive approximately \$284,659 in grant funding, which includes up to \$42,699 for administration of the program. Districts accepting amounts over the base allocation of \$200,000 are required to match 15% of their allocation. Based on the tentative allocation for Year 28, the District would be providing \$42,699 in additional matching funds. This match funding will be sourced from the District's AB 923 funds.

When funding is received, the District will likely focus again on the agricultural industry by providing incentive funding to reduce emissions from engines.

To: Air Pollution Control Officers

From: Maritess Sicat, Branch Chief, Mobile Source Control Division *Sondra Wynne*
on behalf of Maritess Sicat

Date: August 25, 2025

Subject: SOLICITATION FOR APPLICATIONS TO RECEIVE FUNDING FROM THE CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM: FISCAL YEAR (FY) 2025-2026 (YEAR 28) FUNDS - APPLICATIONS DUE DAY, SEPTEMBER 16, 2025.

This memo solicits applications for FY 2025-2026 (Year 28) grants from the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program). All California Air Pollution Control and Air Quality Management Districts (District) may apply for these grants funded by smog abatement and tire fees.

For Year 28, the California Air Resources Board (CARB) estimates, based on authority and projected Carl Moyer Program district project and administration funds for FY 2025-2026, approximately \$123 million will be available for grants to districts under regular Carl Moyer Program and State Reserve funds. The tentative allocation of regular Carl Moyer Program funds reflects updated information on district populations and air pollution severity under the requirements of Health and Safety Code section 44299.2. The share of district funds available for Carl Moyer Program administration reflects current statutory allowances. A district may, however, request a lower administrative portion and retain the difference in project funds.

A response to the solicitation notice must be received by September 16, 2025 and should include the completed and signed application. Attached to this notice is the tentative allocation table and application form. The solicitation package includes attachments that you will need to complete your application:

- Attachment 1 provides districts' tentative funding allocations for regular Carl Moyer Program funds.
- Attachment 2 is the solicitation application form. Districts must complete and return this form to receive or designate funds. [Carl Moyer Program Administrative Forms](#)

Tentative and Final Grant Amounts

Attachment 1 provides the tentative grant amounts available by district and the corresponding match commitment. **Note that these tentative allocations are based on a preliminary estimate of revenues for the Carl Moyer Program and should not be used in board resolutions.** Final allocations will be calculated by applying the formula described in Health and Safety Code section 44299.2, with consideration of the final revenue (estimate expected in October-November 2025), the number of districts that apply and funds requested.

Match Requirement

A district's match requirement is 15% of its allocation, except those districts requesting the minimum allocation of \$200,000, which are exempt from a match requirement. A district may apply for more than the tentative allocation, with a matching funds commitment of 15%. If you need assistance with determining your match requirement, you may contact your Carl Moyer Program liaison using the contact information at the end of this memorandum.

Designations

A rural district may choose to designate the minimum allocation to the Rural District Assistance Program (RAP), or its tentative allocation to a lead district. The district may make these designations in the application, for the current Year 28.

In responding to this solicitation, districts may take one of the following actions:

- 1. Accept your grant award and request a reservation of funds equal to or greater than your tentative allocation, or accept an amount less than your grant award and request a reservation of funds for the amount desired.**

To participate in the Carl Moyer Program, accept the grant award, and reserve an allocation, districts must submit the following:

- Application - A completed application form signed and dated by the district's Air Pollution Control Officer or authorized designee. Please complete all applicable sections of the application, even if the district requests a lower administration portion of the total grant.

If requesting additional funds, beyond your tentative allocation, or accepting an amount less than your tentative allocation but greater than the minimum (\$200,000), please use Section 2, second row. If the amount will be less than your tentative allocation, please indicate this on your district's email to CARB with a cc to your Carl Moyer Program liaison.

- District Board Resolution/Board Minute Order (BMO) - The district board resolution/BMO must commit to participate in the Carl Moyer Program, accept Carl Moyer Program funds, and follow the requirements of the Carl Moyer Program. Because allocations in Attachment 1 are tentative and final allocations will differ, the resolution/BMO should not specify an exact grant amount unless district board policy requires it, in which case a not-to-exceed figure should be used. A district resolution/BMO should accompany the signed application. If a district is unable to provide a resolution/BMO at the time of application, the district must indicate on the application the scheduled board date, while considering any applicable timing mentioned in the Moyer Guidelines. Should a district require a model resolution, please contact your Carl Moyer Program liaison for additional assistance or refer to the model located on the Carl Moyer Program's administrative webpage. [Carl Moyer Program Administrative Forms](#)

- District Match Funds - Districts can meet the 15% match obligation through local funds tied to a combination of (1) already committed projects not used as match for a previous grant, (2) future projects, and (3) contribution of in-kind administration limited to not more than 15% of the total match commitment. All projects used to meet match requirements must be eligible under current Carl Moyer Program guidelines. Already committed match projects must be entered or uploaded to the Carl Moyer Program Clean Air Reporting Log (CARL) by the application deadline.
- Policies and Procedures Manual - In signing the application the district Air Pollution Control Officer or designee confirms that an up-to-date district Carl Moyer Program Policies and Procedures Manual is maintained at the district's office. The manual or recent changes to it need not be submitted with the application but should be made available for review upon request.

2. Designate your tentative allocation to a lead district, or your minimum allocation of \$200,000 to RAP.

Districts opting to designate funds to a lead district or RAP must submit the following:

- Application - An original application form signed and dated by the district's Air Pollution Control Officer or authorized designee. Please complete Sections 1, 3, 5, 6, and 7.
- District Board Resolution/BMO - A district board resolution to authorize designation of Moyer Program funds to a lead district or the Rural Assistance Program for the year you have specified in your application. A district resolution/BMO should accompany the signed application. If a district is unable to provide a resolution/BMO at the time of application, the district must indicate on the application the scheduled board date, while considering any applicable timing mentioned in the Moyer Guidelines. Should a district require a model resolution, please contact your Carl Moyer Program liaison for additional assistance or refer to the Carl Moyer Program's administrative webpage. [Carl Moyer Program Administrative Forms](#)

3. Decline the Funds

- Districts that choose not to participate in the Carl Moyer Program for Year 28 are asked to complete sections 1, 3, and 7 of the application form, including signature by the Air Pollution Control Officer.

Please send your completed application by e-mail to MSCDGrants@arb.ca.gov. CARB will assume a district has declined Year 28 funds if an application is not submitted to CARB by Tuesday, September 16, 2025 and has not previously designated funds.

The Carl Moyer Program 2024 Guidelines are available electronically at [Carl Moyer Guidelines](#); see Sections C and D of Chapter 3 for guidelines related to the solicitation and application. For questions about the application process, please contact your Carl Moyer

Air Pollution Control Officers
August 25, 2025
Page 4

Program liaison or Ms. Deborah Paselk, Moyer Administration Lead, via email at Deborah.Paselk@arb.ca.gov.

Attachments (2)

cc: Tung Le, Executive Director
California Air Pollution Control Officers Association
1107 Ninth Street, Suite 801
Sacramento, California 95814
tung@capcoa.org

Deborah Paselk, Staff Air Pollution Specialist - Moyer Administration Lead, Mobile
Source Control Division

Grants Processing Section, Mobile Source Control Division

Attachment 1: Carl Moyer Program Year 28 Tentative Allocation

Table 1: Air District Allocations

Air District	Total Allocation	Administration Allocation	Project Allocation	Required Match
Amador County APCD	\$252,241	\$37,836	\$214,405	\$37,836
Antelope Valley AQMD	\$1,335,317	\$200,298	\$1,135,019	\$200,298
Bay Area AQMD	\$13,581,777	\$1,697,722	\$11,884,055	\$2,037,267
Butte County AQMD	\$470,019	\$70,503	\$399,516	\$70,503
Calaveras County APCD	\$258,191	\$38,729	\$219,462	\$38,729
Colusa County APCD	\$224,185	\$33,628	\$190,557	\$33,628
Eastern Kern APCD	\$459,215	\$68,882	\$390,333	\$68,882
El Dorado County AQMD	\$567,302	\$85,095	\$482,207	\$85,095
Feather River AQMD	\$402,161	\$60,324	\$341,837	\$60,324
Glenn County APCD	\$231,540	\$34,731	\$196,809	\$34,731
Great Basin Unified APCD	\$235,910	\$35,387	\$200,523	\$35,387
Imperial County APCD	\$518,283	\$77,742	\$440,541	\$77,742
Lake County AQMD	\$273,511	\$41,027	\$232,484	\$41,027
Lassen County APCD	\$230,788	\$34,618	\$196,170	\$34,618
Mariposa County APCD	\$225,542	\$33,831	\$191,711	\$33,831
Mendocino County AQMD	\$298,196	\$44,729	\$253,467	\$44,729

Air District	Total Allocation	Administration Allocation	Project Allocation	Required Match
Modoc County APCD	\$209,332	\$31,400	\$177,932	\$31,400
Mojave Desert AQMD	\$1,317,331	\$197,600	\$1,119,731	\$197,600
Monterey Bay Unified APCD	\$1,439,107	\$215,866	\$1,223,241	\$215,866
North Coast Unified AQMD	\$393,091	\$58,964	\$334,127	\$58,964
Northern Sierra AQMD	\$411,833	\$61,775	\$350,058	\$61,775
Northern Sonoma County APCD	\$254,742	\$38,211	\$216,531	\$38,211
Placer County APCD	\$1,008,143	\$151,221	\$856,922	\$151,221
Sacramento Metropolitan AQMD	\$6,531,070	\$816,384	\$5,714,686	\$979,661
San Diego County APCD	\$8,880,657	\$1,110,082	\$7,770,575	\$1,332,099
San Joaquin Valley APCD	\$17,443,882	\$2,180,485	\$15,263,397	\$2,616,582
San Luis Obispo County APCD	\$564,151	\$84,623	\$479,528	\$84,623
Santa Barbara County APCD	\$910,365	\$136,555	\$773,810	\$136,555
Shasta County AQMD	\$397,430	\$59,615	\$337,815	\$59,615
Siskiyou County APCD	\$247,107	\$37,066	\$210,041	\$37,066
South Coast AQMD	\$47,196,730	\$5,899,591	\$41,297,139	\$7,079,510

Air District	Total Allocation	Administration Allocation	Project Allocation	Required Match
Tehama County APCD	\$284,659	\$42,699	\$241,960	\$42,699
Tuolumne County APCD	\$269,411	\$40,412	\$228,999	\$40,412
Ventura County APCD	\$2,920,682	\$438,102	\$2,482,580	\$438,102
Yolo-Solano AQMD	\$906,099	\$135,915	\$770,184	\$135,915
TOTAL	\$111,150,000	\$14,331,648	\$96,818,352	\$16,672,503

Table 2: Regional and CARB Allocations

Allocation	Total Allocation	Administration Allocation	Project Allocation	Required Match
San Joaquin Valley Region Total ¹	\$17,679,792	\$2,215,872	\$15,463,920	\$2,651,969
State Reserve Funds (10%)	\$12,350,000	N/A	N/A	N/A

Allocations are tentative, based on initial calculations per the Health and Safety Code and prior to adjustments following responses to the solicitation. These amounts should not be cited in district board resolutions and minute orders. Final grants will differ.

¹ San Joaquin Valley Region Total is the combined total allocations from San Joaquin Valley APCD and Great Basin Unified APCD

Attachment 3: Carl Moyer Program Application

MSCD/ITAB-099 (REV. 08/2025) Page 1 of 3

The California Air Resources Board must receive this application by the due date specified in the Solicitation Memo <https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program>

Send the Air District's signed application to MSCD Grants at MSCDGrants@arb.ca.gov with a CC to your Air District Liaison.

Section 1: Applicant Air District

Air District Name:	
Street Address:	City/Zip Code:
Contact Person:	Telephone Number:
E-mail:	
The address provided above matches the address provided on the Air District's Data Record Form (STD 204) or Government Agency Tax Payer ID Form	
<input type="checkbox"/> Yes	
<input type="checkbox"/> If no, the Air District will be submitting a corrected STD. 204 or Government Agency Taxpayer ID Form to CARB.	

Section 2: Program Administration

Moyer Year:	Fiscal Year:
Based on the box selected below, this will determine your percentage of administration funds Per the Moyer Guidelines	
<input type="checkbox"/> Air District is with one million or more inhabitants	
<input type="checkbox"/> Air District is under one million inhabitants	

If the Air District wishes to request a program administration grant percentage lower than the amount allowed in the Carl Moyer Guidelines, check the box and enter the percentage.

<input type="checkbox"/> The Air District requests program administration funds be included in this grant at a lower portion than allowed by the Carl Moyer Guidelines (Chapter 3). Percent of the total grant:
--

Attachment 3: Carl Moyer Program Application

Section 3: Air District Request of Carl Moyer Program Funding

Check one box and enter the dollar amount (if applicable).

<input type="checkbox"/> Tentative allocation ("Total Allocation" amount from Attachment 1):	\$	
<input type="checkbox"/> Greater amount than tentative allocation, if available:	\$	
Sum of tentative allocation plus greater amount:	\$	
<input type="checkbox"/> Less amount than the tentative allocation, but more than minimum	\$	
Sum of tentative allocation minus the lesser amount	\$	
<input type="checkbox"/> Minimum allocation of \$200,000 (no match required).		
<input type="checkbox"/> Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for the current fiscal year.		
<input type="checkbox"/> Tentative allocation and authorizes the funds be designated to a lead air district for the current fiscal year. Identify the lead air district:		
<input type="checkbox"/> No Carl Moyer Program funds. Air District declines all funding for this fiscal year.		

**Section 4: Air District Matching Funds
 (15% Of Funding Request, For Applications Over \$200,000)**

The Total Air District Match is based on the: <input type="checkbox"/> Tentative allocation: Total Air District Match: <input type="checkbox"/> Request Allocation (Tentative allocation plus greater amount) Total Air District Match: <input type="checkbox"/> Other Total Air District Match:
--

Specify match funding by Source and Amount (The total should equal the total amount indicated above):

Source of Funding	Dollar Amount
Estimated In-Kind Administration: (Up to 15% of Total District Match)	

Attachment 3: Carl Moyer Program Application

Section 5: Board Resolution

An Air District should not submit a completed application if the district does not have approval/authority from their governing board or is not scheduled to go before their governing board to participate.

Check one box and complete the date (if applicable).

- This application has been duly approved and authorized by the Air District Board, as specified in the attached resolution.
- This application is scheduled to go before the Air District Board.
- Date scheduled to go before the Air District Board:

Section 6: Air District Contact Information

Air District Air Pollution Control Officer	Telephone Number	Email Address

Air District Carl Moyer Program Manager	Telephone Number	Email Address

Section 7: Air District APCO/EO Approved Signature

To the best of my knowledge and belief, the information in this application is true and correct. Unless my Air district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District's office.

Signature of Air Pollution Control Officer:	Date of Signature:
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TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
 (Attach full copy of application and/or Notice of Award)

**AUDITOR
USE ONLY**

DEPARTMENT TCAPCD	NAME OF CONTACT Joseph Tona	PHONE NUMBER 530-527-3717	BUDGET UNIT 601
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TITLE OF GRANT: Carl Moyer Memorial Air Quality Standards Attainment Program Year 28

GRANTOR AGENCY: California Air Resources Board

GRANT OBJECTIVES: Reduce diesel exhaust particulate emissions from high polluting diesel engines

GRANT I.D. NO.: N/A Federal Catalog No. N/A
(If Applicable)

GRANT PERIOD: FROM: 09/2025 TO: 12/2029 Applicable Code and/or
 Legislative Reference: N/A

DATE APPLICATION APPROVED BY BOARD: _____ DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT: _____

IS GRANT RENEWABLE? (Check all applicable)

Yes	No	Annually	Indefinite	Specific No. of Years
X		X		

GRANT FUNDING	FISCAL YEAR: 23/24	FISCAL YEAR: 24/25
FEDERAL		
STATE	\$142,329.50	\$142,329.50
OTHER		
1. TOTAL GRANT FUNDS	\$142,329.50	\$142,329.50

COUNTY FUNDING	FISCAL YEAR: 23/24	FISCAL YEAR: 24/25
HARD MATCH (dollars)	\$ 21,349.50	\$21,349.50
SOFT MATCH (In-kind)	0	0
2. TOTAL COUNTY MATCH	\$21,349.50	\$21,349.50

USE OF FUNDS	FISCAL YEAR: 23/24	FISCAL YEAR: 24/25
PERSONNEL (attach detail)	\$21,349.50 (\$94.75 hourly rate)	\$21,349.50 (\$94.75 hourly rate)
SERVICES/SUPPLIES	\$ 120,980	\$ 120,980
EQUIPMENT		
OTHER CHARGES		
TOTAL FUNDS (must also= 1+2 above)	\$163,679.00	\$163,679.00

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE: **AB923 funds, previously approved by TCAPCD.**

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO

METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: ADVANCE: X

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: Spring 2024

EXPENDITURE DEADLINE: December 2028

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES NO

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES NO

 HEAD SIGNATURE 09/052025
DATE

RESOLUTION _____
BEFORE THE TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD OF DIRECTORS
APPROVE CARL MOYER AIR QUALITY STANDARDS ATTAINMENT PROGRAM FISCAL YEAR 2024
(YEAR 28) APPLICATION

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, agricultural, and off-road engines;

WHEREAS, the Tehama County Air Pollution Control District (District) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in Tehama County and seeks to continue to reduce emissions from diesel engines through clean air incentive projects;

WHEREAS, California Health and Safety Code section 44287 requires air districts participating in the Carl Moyer Program to provide match funding, and Carl Moyer Program Guidelines (CMP Guidelines) have established a match requirement of 15 percent of state funds received, with an exemption from this requirement for districts receiving the minimum grant award of \$200,000;

WHEREAS, the District commits to participate in the CMP, accept CMP funds, and follow the requirements of the CMP;

WHEREAS, the Board of Directors (Board) authorizes the Air Pollution Control Officer or designee to sign program documents on behalf of the Board; and

NOW, THEREFORE, BE IT RESOLVED, the Board hereby resolves as follows:

- A. The Board approves the CMP Application, as presented in the attachment to this resolution; and
- B. The Board authorizes participation in the Fiscal Year 25/26 CMP Program; and
- C. The Board authorize the District to accept CMP funds allocated and awarded to the District for eligible projects and project implementation in accordance with legislative and applicable program requirements; and
- D. The Board authorizes the Air Pollution Control Officer to enter into contracts or grants with other California air quality districts to transfer funds to other districts or accept CMP funds from other district through inter-district transfers as necessary and in accordance with legislative and applicable program requirements.
- E. The Board authorizes the Air Pollution Control Officer to execute on behalf of the District grant agreements with CARB and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was offered on a motion by Director _____, seconded by Director _____ and adopted by the following vote of the Board.

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)

COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control Board of the County of Tehama, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the resolution adopted by said Air Pollution Control District Board on the __ day of _____, 2025.

Dated: This ____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control District Board of the County of Tehama, State of California

by _____
Deputy

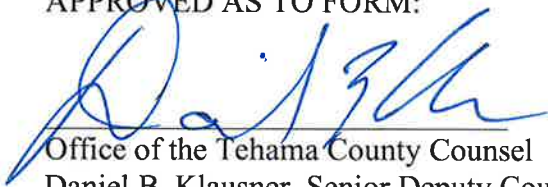
E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Board of Directors

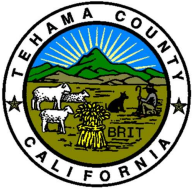
Document Description: Resolution for Carl Moyer Program

APPROVED AS TO FORM:



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

Date: 9/5/25



Tehama County

Agenda Request Form

File #: 25-1623

Agenda Date: 9/30/2025

Agenda #: 8.

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)

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

Financial Impact:

Project Funds account will be used in the amount of \$79,332.12 and Implementation Funds account will be used in the amount of \$13,999.79.

Background Information:

Assembly Bill (AB) 617 directed the California Air Resources Board (CARB), in conjunction with local air districts, to establish the Community Air Protection Program. This program provides a community-focused framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants (TAC) in communities most impacted by air pollution.

To support AB 617, the California Legislature has regularly appropriated funding, primarily from the Greenhouse Gas Reduction Fund (GGRF), for incentives to address localized air pollution in these highly impacted communities. Since fiscal year 2017-18, the Legislature has allocated approximately \$1.4 billion to CARB for the Community Air Protection Incentives Program (CAP Incentives Program) as of 2024. This program is administered by air districts in partnership with local communities.

The CAP Incentives Program provides funding for projects that emphasize local reductions of criteria and toxic emissions in communities with high cumulative pollutant exposure. Projects must be eligible under the 2017 Carl Moyer Program Guidelines and the Community Air Protection Incentives 2024 Guidelines.

TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
 (Attach full copy of application and/or Notice of Award)

**AUDITOR
USE ONLY**

DEPARTMENT TCAPCD	NAME OF CONTACT Joseph Tona	PHONE NUMBER 530-527-3717	BUDGET UNIT 601
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TITLE OF GRANT: Community Air Protection Incentives- CAP year 7

GRANTOR AGENCY: California Air Resources Board

GRANT OBJECTIVES: To Support incentive protects that reduce emissions and improve public health.

GRANT I.D. NO.: G24-MCAP-25 Federal Catalog No. (If Applicable) N/A

GRANT PERIOD: FROM: 06/2025 TO: 06/2033 Applicable Code and/or Legislative Reference: N/A

DATE APPLICATION APPROVED BY BOARD: _____ DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT: _____

IS GRANT RENEWABLE? (Check all applicable)

Yes	No	Annually	Indefinite	Specific No. of Years
X		X		

GRANT FUNDING	FISCAL YEAR: 23/24	FISCAL YEAR: 24/25
FEDERAL		
STATE	\$ 46,665	\$ 46,667
OTHER		
1. TOTAL GRANT FUNDS	\$ 46,665	\$ 46,667

COUNTY FUNDING	FISCAL YEAR: 23/24	FISCAL YEAR: 24/25
HARD MATCH (dollars)	\$0	\$0
SOFT MATCH (In-kind)	0	0
2. TOTAL COUNTY MATCH	\$0	\$0

USE OF FUNDS	FISCAL YEAR: 23/24	FISCAL YEAR: 24/25
PERSONNEL (attach detail)	\$6,999 (@\$94.75 hourly rate)	\$7,000 (@\$94.75 hourly rate)
SERVICES/SUPPLIES	\$ 39,665	\$ 39,667
EQUIPMENT		
OTHER CHARGES		
TOTAL FUNDS (must also= 1+2 above)	\$46,665	\$46,667

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE: **AB923 funds, previously approved by TCAPCD.**

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO


METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: ADVANCE: X

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: Fall 2025

EXPENDITURE DEADLINE: June 30, 2033

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES NO

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES NO

DEPARTMENT HEAD SIGNATURE:  DATE: 8/28/2025 Form A-135 (Rev 8-21-07) **152**

STATE OF CALIFORNIA
 California Environmental Protection Agency
 California Air Resources Board
 ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER G24-MCAP-25

NAME OF GRANT PROGRAM Community Air Protection Incentives – CAP Year 8 (Fiscal Year 24/25)	
GRANTEE NAME Tehama County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000543	TOTAL GRANT AMOUNT NOT TO EXCEED \$93,331.91
START DATE: August 28, 2025	END DATE: June 30, 2033

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").

Project Funds – \$79,332.12
 Implementation Funds – \$13,999.79
 Total Grant Award – \$93,331.91
 SB 535 Funding Target – \$0.00
 AB1550 Funding Target – \$71,750.12

Exhibit A – General Terms and Conditions

In accordance with Assembly Bill (AB) 107, Section 15.14, twenty-five percent (25%) of the Fiscal Year 2024-25 GGRF funds allocated under this Grant, in the amount of \$23,332.98, shall be withheld. Upon determination of the final amount of the fourth quarter Cap-and-Trade Auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available to use. A formal Amendment may not be required to encumber and liquidate the remaining funds.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certifies under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) Tehama County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Alice Kindarara</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>[Signature]</i>	
TITLE Branch Chief, Acquisitions	DATE 8/26/2025	TITLE ARCO	DATE 8-22-25
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1834 Walnut Street, Red Bluff, CA 96080	

CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$93,331.91	PROGRAM 3530000L39	PROJECT 3900CAP	ACTIVITY 3228CAP24
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Greenhouse Gas Reduction Fund		FUND NO. 3228
TOTAL AMOUNT ENCUMBERED TO DATE \$93,331.91	(OPTIONAL USE) FY24 GGRF \$69,998.93 upon grant execution and \$23,332.98 after 4 th quarter Cap-and-Trade auction		CHAPTER 22 STATUTE 2024 AB-107
APPR REF 101	ACCOUNT/ALT ACCOUNT 5432000	REPORTING STRUCTURE 39006100	SERVICE LOCATION 50083 FISCAL YEAR (ENY) 2024/\$93,331.91

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: N/A	DATE
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California Air Resources Board
Fiscal Year 2024-2025 – AB 617 Community Air Protection (CAP) Incentives
GRANT AGREEMENT

General Terms and Conditions:

1. **Use of Terms:** This Grant Agreement (“Grant” or “Grant Agreement”) is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as “CARB”, the “Grantor”, the “State” or the “Board”) and the Air District (referred to as the “Grantee”). Grantor and Grantee are each a “Party” and together the “Parties” to this Grant Agreement.
 - a. As referenced in this Grant Agreement, “Grantee” or “Grantees” means and includes, individually and collectively, Grantee’s assigns, employees, officers, and directors.
 - b. “Grant Recipient” or “Grant Recipients” means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.
 - c. “Day” or “days” means calendar days, unless expressly noted otherwise.
 - d. “Grant Funds” means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases “Grant Funds” and “Grant Award” have the same meaning and are used interchangeably.
2. **Grant Objectives:** CARB is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve

public health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).

- a. In accordance with Assembly Bill (AB) 107, Section 15.14, 25 percent of the Fiscal Year 2024-2025 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
- b. The Grantee will select projects eligible under the *Carl Moyer Memorial Air Quality Standards Attainment Program Guidelines* (Moyer Guidelines) and *Community Air Protection Funds Guidelines Supplement* (including truck projects under the Proposition 1B 2015 Guidelines relative to funding amounts and truck evaluations) or projects eligible under the *Community Air Protection Incentives -Guidelines* (CAP Incentives Guidelines), or other incentive projects and programs included in an approved Community Emissions Reduction Program (H&SC § 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.
- c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: no less than 80 percent of funds will go to projects that are located in and provide direct, meaningful, and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes of 2016); however, the Grantee will

meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.

- d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a summary of final selected projects consistent with Section IV of the *CARB Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines* (<https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>). For each project selected the Grantee will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.
- e. When submitting project lists with disbursement requests, the Grantee will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB (www.arb.ca.gov/cci-resources).
- f. With CARB's assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.
- g. The Grantee will continue to monitor the ongoing implementation of the requirements of AB 617 and will work with CARB to address any new

priorities, as they are developed to support the community air quality protection goals of AB 617.

- h. The Grantee and CARB will work together to determine the feasibility of addressing any new community priorities.

3. **Additional Remedies for Non-Compliance:**

- a. Without limiting any of the parties' other remedies, and subject to the sections regarding Disputes and Termination below, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse of Grant funds, or fraud. CARB also reserves the right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.
- b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.
- c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims (including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

4. **Additional Required Terms for Grant Recipient Agreements Funded by This**

Grant: All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or

feasible as determined by Grantee:

- a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
- b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
- c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an

overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.

- d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement and, upon request by CARB, send to CARB a copy of said agreement.
- e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in violation of the California False Claims Act (Government Code Section 12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized

representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

- f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes (“air quality laws”), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient’s agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient’s continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient’s continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.
- g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.
- h. Related Agreements must also contain, at a minimum, all of the following:
- i. A clear and accurate description of the material, products, or

services to be procured.

- ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.
- iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.
- iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.
- v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.
- vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 53 – Survival below.
- vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest; Electric Vehicle Charging Infrastructure and Equipment; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

5. Advance Payments:

- a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support the Grant program initiation and implementation.
- b. Grantee agrees that all advance payment requests submitted by Grantee will comply with the applicable provisions of Health and Safety Code Section 39603.1, title 17 of the California Code of Regulations (C.C.R.) Sections 91040 to 91044, and Government Code Section 11019.3 (for advance payments to Grant Recipients). In the event that these laws are revised or applicable new laws enacted, such revised or new laws will supersede the provisions of this section to the extent they conflict.
- c. Only CARB shall authorize an advance payment. CARB may provide advance payment to Grantee if CARB determines all of the following:
 - i. The advance payment is necessary to meet the purposes of the Grant program or project and is intended to alleviate a practical business or economic situation that would inhibit the program or project.
 - ii. The use of the advance payment is adequately regulated by Grant or budgetary controls, and is limited to the specific activities set forth in the Grant Agreement.
 - iii. Grantee shall revert all Grant Funds to CARB that are not liquidated by the term end date or if the Grant is terminated pursuant to the terms of this Grant Agreement. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses.
 - iv. The Grantee is either a small air district or meets all of the following criteria:
 1. Has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment.

2. Is in good standing with the Franchise Tax Board and Internal Revenue Service and, if the Grantee falls out of good standing with the Franchise Tax Board or Internal Revenue Service after advance payment is made, Grantee must return to any unliquidated Grant Funds to CARB. To the extent that Grantee is exempt from state or federal tax liability, Grantee may provide proof of such exemption in lieu of demonstrating good standing.
 3. Submits a spending plan to CARB for review prior to receiving the advance payment. "Spending plan" means an outline of how the advanced funds will be spent within the term of the Grant Agreement, including project schedules, timelines, milestones, and Grantee's fund balance for all state grant programs. CARB shall consider the available fund balance when determining the amount of the advance payment.
 4. Reports to CARB any material changes to the spending plan within 30 days of the material change. "Material Changes" means a change to the spending plan of twenty-five (25) percent or more in any line item in the spending plan.
 5. Agrees not to provide advance payment to any other entity.
- d. In the event of Grantee's nonperformance, Grantee shall return all Grant Funds received via advance payment that are not liquidated, pursuant to Section 39 and the terms of this Grant Agreement. Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
 - e. Notwithstanding section 5.c.iv.5. above, Grantee may, only if allowed by the CAP Incentives Guidelines, provide advance payment of Grant Funds to Grant Recipients where the Grant Recipient(s) is within the scope of "Recipient Entity," as defined in Health and Safety Code Section 39603.1, subd. (b)(2)(A), subject to the following additional requirements:
 - i. Advance payment to Grant Recipients is subject to prior approval from CARB.

- ii. Grantee shall assume all legal and financial risk of the advance payment. If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by Grant Recipients to ensure that the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.
- iii. CARB and Grantee shall prioritize advance pay to qualifying Grant Recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.
- iv. The advance pay shall not exceed 25 percent of the total amount or contract awarded to that qualifying Grant Recipient. At CARB's sole and absolute discretion, the advance pay may exceed the 25 percent limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying Grant Recipient provides sufficient justification and documentation for that larger advance.
- v. Grantee shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying Grant Recipient's workplan and written justification.
- vi. The qualifying Grant Recipient shall:
 1. Complete, and submit to Grantee, an Advance Payment Request Form. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
 2. Submit a certification to CARB of compliance with subsections 3) through 11), for each Advance Payment Request Form.
 3. Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not

limited to, invoices, contracts, estimates, payroll records, and financial records.

4. Demonstrate that Grant Recipient has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the entity is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.
5. Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, title 17, Section 91041, subd. (k), developed in a form and manner specified by CARB.
6. Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the Grant Recipient's agreement or contract.
7. Deposit any funds received as an advance payment into a federally insured account of the Grant Recipient that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and state laws and regulations, and the Grant Recipient shall report interest earned on the advance payment to CARB. The Grant Recipient's account shall be in the Grant Recipient's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.
8. Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grant Recipient. Further advance payments may be made if Grant Recipient is able to demonstrate that a

- sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by the CARB.
9. Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section, and as otherwise required by CARB.
 10. Provide a final progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.
 11. Return to CARB or the Grantee any unused portion of the advance payment, including interest earned on the advance payment, no later than 30 calendar days after the termination, cancellation, or expiration of the Grant Recipient's agreement or contract, or such longer period as CARB may provide at its sole discretion.
6. **Alternative Enforcement:** The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.
 7. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least 30 days prior to the Grant term end date.
 8. **Americans with Disabilities Act (ADA):** Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.1, level AA (upon

the effective date applicable to air districts under 28 C.F.R. § 35.200(b)(2)), and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

- a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.
 - b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.
 - c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.
9. **Assignment:** This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.
10. **Audit:** Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a State-funded incentive activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

11. **Authority:** Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party's behalf.
12. **Availability of Funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant.
13. **California Climate Investments:** Where applicable, the Grantee agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (<http://www.caclimateinvestments.ca.gov/logo-graphics-request/>). Below are specific requirements for acknowledgement.

The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "Community Air Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities." And whenever applicable, the Spanish translation acknowledgement: "de Protección del Aire en la Comunidad forma parte de las Inversiones del Clima de California forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles

de millones de dólares de Cap-and-Trade para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja.”

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo



14. **Compliance with Law:** Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.
15. **Computer Software and Project Data:** “Project Information Resources” means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media.

Computer software developed or substantially modified using primarily Grant Funds must include a copyleft license comparable to GNU General Public License v3.0 (GPLv3) (available at <https://www.gnu.org/licenses/gpl-3.0.html>) or later version if the software source code is intended to be licensed or otherwise

released to the public. Other copyrightable Project Information Resources developed or substantially modified using primarily Grant Funds that are intended to be shared forward by the public must include a copyleft license comparable to Creative Commons Attribution Share Alike license version 4.0 or later (available at <https://creativecommons.org/licenses/by-sa/4.0/legalcode.en>). Exceptions to the copyleft license requirement of this subsection include where:

- a. The sharing of the material is restricted by law or regulation;
- b. The sharing of the material would create a risk to the detriment of national security, confidentiality of State, Grantee or Grantee Recipient information, or individual privacy;
- c. The sharing of the material would create a risk to the stability, security, or integrity of the systems or personnel of the State, Grantee, Grant Recipient or of the material's owner;
- d. The sharing of the material would create a risk to the State's, Grantee's, Grant Recipient's, or the material owner's, mission, programs, or operations.

CARB disclaims title and ownership rights to Project Information Resources. However, Grantee, to the extent it has the right to do so, grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to use, reproduce, share, publish, translate, and make collective works of the Project Information Resources, including computer software executable files but excluding for this license to CARB any computer source code, subject to applicable law on privacy and confidentiality. Grantee shall require Grant Recipients to grant CARB similar license rights to the extent Grant Recipient has the right to do so.

Grantee certifies that it has appropriate systems and controls in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other intellectual property laws. Grantee shall require Grant Recipients to make similar certifications.

16. **Confidentiality**: Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, Sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, Sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

17. **Conflict of Interest**: Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the term of this Grant Agreement.

18. **Construction**: This Grant Agreement shall not be construed more strongly

against either Party regardless of who is more responsible for its preparation.

19. **Cumulative Remedies:** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
20. **Disbursement Deadline:** The Fiscal Year 2024-2025 CAP incentive funds specified in this Grant Agreement must be disbursed by **June 30, 2027**, per the Community Air Protection Incentives Guidelines, Chapter 3. Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2027**, to ensure adequate time for processing prior to the end of the fiscal year.
21. **Disbursement Request:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at Grants@arb.ca.gov with a CC to MSCDGrants@arb.ca.gov. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
Prior to submitting to the Accounts Payable Unit, the grantee has the option to submit their disbursement requests to project staff to allow for a pre-review of the request. The grantee agrees to modify, adjust or provide supporting documentation justifying disbursement requests, as identified by project staff or as needed.
22. **Earned Interest:**
 - a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.
 - b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.
 - c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the Program in a manner consistent

with applicable grant program guidelines or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.

- d. Grantee shall maintain accounting records (e.g. general ledger) that track earned interest accrued and expended, as follows:
 - i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.
 - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.
 - iii. The methodology for calculating earned interest must be included in any policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.
- e. Earned interest must be fully expended according to the *CAP Incentives Guidelines*, Chapter 3.
- f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.
- g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the annual *Air District Yearly Report Certification Form*. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any *Air District Yearly Report Certification Form(s)*, and Grantee shall fully cooperate and comply will all such requests.

23. **Electric Vehicle Charging Infrastructure and Equipment:**

Grantee must ensure the following requirements are included in all Grant

Recipient agreements for electric vehicle charging infrastructure funded with Grant Funds, in whole or in part:

a. Installation:

- i. Prior to authorizing work, a Grant Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles must:
 - (a) Certify that the project will comply with Public Utilities Code Section 740.20 (Section 740.20) requirements or describe why the requirements do not apply to the project. The certification shall be signed by the Grant Recipient's authorized representative. For the purpose of this requirement, the certification may be included as a provision contained in the agreement with the Grant Recipient.
 - (b) Acknowledge that Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that will install electric vehicle charging infrastructure or equipment shall be submitted after work is completed as a condition of reimbursement.
- ii. Evidence such as Certification Numbers are not required to be obtained by Grantee if the Section 740.20 requirements do not apply to a project.
- iii. Prior to remitting payment to a Grant Recipient, Grantee shall collect all Section 740.20 Certifications to ensure the project complied with all Section 740.20 requirements, where applicable, and shall retain Certification Numbers in accordance with Grantee's records retention schedule.
- iv. The requirements of this section do not apply to any of the following:
 - (a) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility;

- (b) Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Sub-article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations); and
- (c) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

b. Reporting:

Under Public Resources Code Section 25231.5, the California Energy Commission (CEC) is required to develop uptime recordkeeping and reporting standards for electric vehicle chargers and charging stations (collectively, "EVCs") that will apply to all State-funded EVCs installed between January 1, 2024, and January 1, 2035. Grantee shall require Grant Recipients for the installation of EVCs to comply with the CEC standards as required by Section 25231.5, for a minimum of 6 years, unless the CEC decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs installed at residential real property containing four or fewer dwelling units.

- 24. **Entire Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.
- 25. **Environmental Justice:** In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.
- 26. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to

sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

27. **Fiscal Management Systems and Accounting Standards:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

28. **Force Majeure:** Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or

hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

29. **Funding Prohibitions for Sectarian Purposes and Non-Public Schools:** Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with the *CAP Incentives Guidelines*, applicable laws, including California Constitution, article XVI, Section 5, and article IX, Section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, Section 5, and article IX, Section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.
30. **GenAI Use and Reporting:** During the Term of the Grant Agreement, Grantee must notify CARB in writing, and require their Grant Recipients to notify CARB in writing, if they are aware of any work under this Grant Agreement that includes, or makes available, any previously unreported Generative Artificial Intelligent (GenAI)

technology, as defined in Government Code Section 11549.64, including GenAI from third parties or subcontractors. At the direction of CARB, Grantee and Grant Recipients shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or Grant Agreement performance, until use of such GenAI technology has been approved by CARB. Failure by Grantee to disclose awareness of any GenAI use by Grantee or Grant Recipients to CARB may be considered by CARB, at its sole discretion, a breach of the Grant Agreement and CARB may consider such failure to disclose GenAI as grounds for termination pursuant to the terms of this Grant Agreement.

31. **Governing Law and Venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
32. **Grantee's Responsibility for Work:** CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.
33. **Implementation Funding:** In accordance with Chapter 3: Program Administration, of the CAP Incentives Guidelines, the Grantee may use up to **15** percent of their CAP Incentives grant funds for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**15** percent of the total CAP Incentives grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **3** percent of the total CAP Incentives grant funds.

34. **Incorporated Documents:** Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated by reference into this Grant Agreement:
- a. District's Policies and Procedures (Refer to requirements in the CAP Incentives Guidelines approved by CARB).
 - b. As applicable, Moyer Program Guidelines, the Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines, the CAP Incentives Guidelines, Proposition 1B Goods Movement Emission Reduction Program 2015 Guidelines, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.
 - c. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
 - d. Advance Payment Request Form and Supplement to CARB's Advance Payment Request Form: AB 617 Community Air Protection (CAP) Incentives Grant Disbursement Request.
35. **Indemnification:** Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.
36. **Independent Contractor:** Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.
37. **Insurance:** Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to

this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law. If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business day) notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

38. **Labor Compliance for Drayage and Short-Haul:** Grantee shall ensure that all agreements with any and all Grant Recipients who receive or use any Grant Funds to purchase, or lease for greater than one year, new drayage or short-haul trucks contain a requirement that as a condition of Grant Fund receipt or use and as a condition of participation in the Program, Grant Recipients must comply at all times with all applicable provisions of California Health and Safety Code Sections 39680 through 39693, which require Grant Recipients to maintain compliance with applicable labor law, retain direct control over the manner and means for performance of any individual using or driving the vehicle, and other requirements.
39. **Liquidation and Return of Funds:** Funds not liquidated by the Grantee by **June 30** of the eighth year following Grant Agreement execution (**June 30, 2033**) (the "Liquidation Deadline"), must be returned to CARB by **September 29, 2033**, unless a Grant Agreement Deadline Extension has been approved by CARB pursuant to Section 42 of this Grant Agreement ("Grant Agreement Deadline Extension").

Per Chapter 3 of the CAP Incentives Guidelines, CARB will not require a return of funds under executed contract. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

Following the requirements of Chapter 3 of the CAP Incentives Guidelines, CARB may approve a redirection of funds to another district as a follow-up action if and when the Grantee is not meeting liquidation targets. This determination may be made solely at CARB's discretion.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 4.c above. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

40. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with, and complete the Projects funded by this Grant Agreement, in an expeditious manner.
41. **Progress Milestones:** Per Chapter 3 of the CAP Incentives Guidelines, the yearly progress milestones and dates are as follows for the Grant Funds provided under this Grant Agreement. Per the CAP Incentives Guidelines, these milestones are advisory in nature, though they will serve as the basis for air districts to demonstrate the need for extensions approved per Section 42 of this Grant Agreement.
 - a. First milestone: 50 percent of Grant Funds under executed contract by **June 30, 2030**.
 - b. Second milestone: 100 percent of Grant Funds under executed contract, and 50 percent of Grant Funds liquidated, by **June 30, 2032**.
 - c. Third milestone: 100 percent of Grant Funds liquidated by **June 30, 2033**.

42. **Grant Agreement Deadline Extensions:** CARB may approve a Grant Agreement Deadline Extension for this Grant Agreement that can be up to two years, so long as all of the conditions below have been met, as solely determined by CARB:
- a. Except for progress milestones, which are advisory in nature, the Grantee has been and continues to be in full compliance with all provisions of the CAP Incentives Guidelines and all provisions of this Grant Agreement.
 - b. The Grantee shall agree to liquidate all Grant Funds (commit and expend all Grant Funds and complete all projects) by no later than the Grant Agreement Deadline Extension. Grant Funds not liquidated by the Grant Agreement Deadline Extension must be returned to CARB within 90 days. Expenditure of Grant Funds may not be reduced due to any loss incurred in an uninsured bank or investment account.
 - c. The Grantee has demonstrated, to the satisfaction of CARB, that it has not met the second or third yearly progress milestones as defined in Section 41 of this Grant Agreement.
 - d. The Grantee has provided an explanation of the extraordinary or unforeseen circumstances resulting in the progress shortfalls that necessitated requesting a Grant Agreement Deadline Extension.
 - e. The Grantee has provided CARB with a general plan to liquidate Grant Funds by the Deadline Extension. The Grantee may submit a printout of its CAP Progress Report generated from the Clean Air Reporting Log (CARL) Report Utility to meet this condition.
 - f. The Grantee has agreed to provide suitable and timely notice to the public, via a publicly accessible web page, of the Grant Agreement Deadline Extension.
43. **Disputes:** Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant

Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion, shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 55– Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 28 – Force Majeure.

44. **Nondiscrimination**: During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- a. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code Section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act

- of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.
- b. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.
 - c. Grantee shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.
 - d. Grantee acknowledges and agrees that, pursuant to Government Code Section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code Section 11135 or Section 12900 et seq., or any of the provisions of California Civil Code Sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code Section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code Sections 11136 and 12960 et seq.
 - e. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.
 - f. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: <https://ww2.arb.ca.gov/california-air->

[resources-board-and-civil-rights.](#)

- g. Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a Grant Recipient has violated the provisions of this section and take appropriate remedial action as required by law or by CARB.

45. **Office of Foreign Asset Control:** Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

46. **Order of Precedence:** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
 - a. Grant Agreement Cover Sheet
 - b. Exhibit A – General Terms and Conditions

47. **Paragraph Headings**: The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.
48. **Personally Identifiable Information (PII)**: Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).
49. **Prevailing Wages and Labor Compliance**: Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.
50. **Project Equipment**: Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

When Project Equipment is no longer needed for the original program purpose, Grantee must request disposition instructions from CARB. However, equipment with a current fair market value of \$10,000.00 or less (per unit) may be retained, sold, or otherwise disposed of without requesting disposition instructions from CARB.
51. **Professionals**: The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

52. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.
53. **Survival:** All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor Compliance for Drayage and Short-Haul; Nondiscrimination (except for 41.d); Office Of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.
54. **Term:** This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, is terminated or all conditions of the Grant Agreement have been met, whichever occurs first. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement accepting Fiscal Year 2024-2025 CAP incentive funds.
55. **Termination:** CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 43 – Disputes.
56. **Third-Party Beneficiaries:** Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

57. **Waiver of Rights**: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of right with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

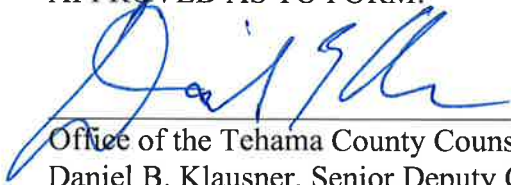
E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Board of Directors

Document Description: Resolution for Community Protection Program

APPROVED AS TO FORM:



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

Date: 9/5/25

RESOLUTION _____

A RESOLUTION OF THE TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT AUTHORIZING THE AIR POLLUTION CONTROL OFFICER TO EXECUTE THE GRANT AGREEMENT WITH THE CALIFORNIA AIR RESOURCES BOARD TO IMPLEMENT AB 617 COMMUNITY AIR PROTECTION INCENTIVES - CAP YEAR 7 (FISCAL YEAR 2024-2025)

WHEREAS, the State of California adopted Assembly Bill (AB) 107 to provide grant funding to reduce emissions in communities most heavily burdened by air pollution; and

WHEREAS, CARB is providing Greenhouse Gas Reduction Funds to support actions that reduce emissions and improve community health in communities with high burdens of cumulative pollutant exposure consistent with the goals of Assembly Bill (AB) 617 and as outlined in the Community Air Protection Incentives 2024 Guidelines; and

WHEREAS, the Tehama County Air Pollution Control District (District) has successfully implemented the Community Air Protection Funds Program in past years and has awarded funding to projects to reduce criteria, toxic air contaminants, and greenhouse gases; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Tehama County Air Pollution Control District hereby authorizes the Air Pollution Control Officer (APCO) to:

1. Accept any allocated and awarded funds to the District under the Community Air Protection Incentives; and
2. Execute the Community Air Protection Program Grant Agreement with CARB including all other necessary documents to implement and carry out the purposes of this resolution; and
3. Administer for CARB the AB 617 Community Air Protection Incentive Grant Program within the District.

The foregoing resolution was offered on a motion by Director _____, seconded by Director _____ and adopted by the following vote of the Board.

AYES:

NOES:

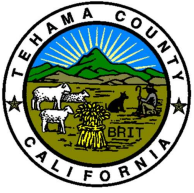
ABSENT OR NOT VOTING:
 STATE OF CALIFORNIA)
)ss
 COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control Board of the County of Tehama, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the resolution adopted by said Air Pollution Control District Board on the ____ day of _____, 2025.

Dated: This ____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control District Board of the County of Tehama, State of California

by _____ Deputy



Tehama County

Agenda Request Form

File #: 25-1564

Agenda Date: 9/30/2025

Agenda #: 9.

CHILD SUPPORT SERVICES/ PROBATION/ SOCIAL SERVICES/ PURCHASING

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:

CHILD SUPPORT SERVICES - Diane Montes, 15 years

PROBATION - Christine Benner, 15 years

SOCIAL SERVICES - David Madrigal, 10 years

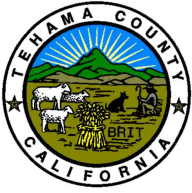
PURCHASING - Debbie Schmidt, 10 years

Financial Impact:

None

Background Information:

None



Tehama County

Agenda Request Form

File #: 25-1578

Agenda Date: 9/30/2025

Agenda #: 10.

AG EXTENSION - Director Josh Davy, 4-H Ambassadors and 4-H BLAST Team Members

Requested Action(s)

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)

Financial Impact:

None

Background Information:

4 H empowers young people with the skills to lead for a lifetime. It's a research-based experience that includes a mentor, a hands-on project, and a meaningful leadership opportunity. Based on their interests and guided by adult mentors, youth develop their own pathway in 4 H. They select from a broad menu of local 4 H programs. There are hands-on, learn-by-doing, opportunities for everyone. Tehama County Cooperative Extension (Ag Extension) serves as the delivery mechanism for 4-H in Tehama County. This proclamation's intent is to highlight the efforts of both the youth and adult 4-H volunteers that make this program successful.



WHEREAS, this year’s National 4-H Week theme, “Beyond Ready,” reminds us that 4-H is building a ready generation in a world of change and equips young people with skills for the future while meeting them where they are today.

WHEREAS, 4-H is America’s largest youth development organization, supporting six million youth across the country; and

WHEREAS, 4-H programs are delivered by the Cooperative Extension system – a community of more than 100 public land-grant colleges and universities across the Nation - that provides experiences for young people to learn by doing.

WHEREAS, 4-H is in every city and county in the United States and helps more than 500 remarkable Tehama County youth become engaged, successful and independent with the assistance of our dedicated community of more than 100 Tehama County Adult volunteers; and

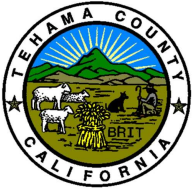
WHEREAS, 4-H connects young people and adults to their communities, preparing them for work and life through experiential and inquiry-based learning while providing emerging research for positive youth development; and

WHEREAS, expanding from its strong agricultural roots, 4-H helps young people explore the world around them and grow into productive adults; and

WHEREAS, supporting future leaders in science, agriculture and community leadership is an important imperative for U.S. Department of Agriculture National Institute of Food and Agriculture 4-H program; and

NOW, THEREFORE, I, Matt Hansen do hereby proclaim October 5 –11 2025 as NATIONAL 4-H WEEK throughout Tehama County, California and encourage all our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

Matt Hansen
Chairman, Tehama County Board of Supervisors
September 30, 2025



Tehama County

Agenda Request Form

File #: 25-1599

Agenda Date: 9/30/2025

Agenda #: 11.

ANIMAL SERVICES / PURCHASING - Animal Care Manager Christine McClintock

Requested Action(s)

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)**

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

Financial Impact:

Funds in the amount of \$50,000 are a result of the McConnell Fund grant. The additional funds in the amount of \$1,960.28 were held in account 301365 - Assigned Animal Donations and previously recognized as donation revenue.

Background Information:

On May 27, 2025, the Division of Animal Services was selected by the Community Foundation of the North State to receive a grant from the McConnell fund. The grant award will be used to purchase a large cargo van to be converted to an animal transport vehicle capable of transporting 10 or more dogs at a time, with the designated heating and cooling to allow transport during more extreme temperatures.

The grant agreement was approved by the Tehama County Board of Supervisors on June 24, 2025. The grant stipulates that all grant funds must be expended within 12 months. Due to anticipated delays in building and shipment of new vehicles, the order needs to be placed as soon as possible to ensure compliance with the grant timeline.

Animal services reached out to local vendors as well as State Contract holders for quotes and only

found three vendors willing to offer quotes. If the Purchasing Department were to follow the normal bidding procedures, it would be 6 to 9 months to have the vehicle delivered for upfit and Animal Services would be unable to meet the timeline requirements of the grant funding.

The quote from Red Bluff Chrysler Dodge Jeep Ram was lower than the State Contract pricing typically brought to the Board for consideration. They are able to provide the vehicle in a 2 to 3 month window that will allow for the upfitting process and still comply with the grant requirements. By purchasing this vehicle from Red Bluff Chrysler Dodge Jeep Ram, the County will be able to complete the purchase within the terms of the grant and take advantage of the funding available. This is a Tehama County vendor and therefore the tax dollars would remain within our jurisdiction

Tehama County Auditor's Office
BUDGET APPROPRIATION INCREASE REQUEST

DEPARTMENT NAME ANIMAL SERVICES

Auditor Number B-2
 Date: 9/23/2025

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

Check one "Previous Year Revenue" "New Revenue"

Funding Source McConnell Fund Grant Funds-\$50,000 ; Previously recognized revenue currently held in 101-301365-\$1,960.28

***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
2078	466081	Misc Grants	\$ 50,000.00	101-1109	59000	Contingency	\$ 51,960.28
101	301900	Fund Balance Available	\$ 1,960.28	2078	57605	Vehicles	\$ 51,960.28
101-1109	59000	Contingency	\$ 51,960.28				
Total Journal			\$ 103,920.56	Total Journal			\$ 103,920.56

TRANSFER APPROVED

SIGNATURE OF REQUESTING OFFICIAL [Signature] DATE 9/18/25

Auditor Ana Zamacena 9/8/2025

AUDITOR _____ DATE _____

BOARD OF SUPERVISORS _____ DATE _____

A-117
 07/2018



COUNTY OF TEHAMA

PURCHASE ORDER

727 OAK STREET - RED BLUFF, CA 96080
 (530) 527-3365 Fax (530) 527-3764

Purchase Order No. **428959**

PURCHASE ORDER

Vendor Information

Name Red Bluff Dodge
 Address 545 Adobe Rd
 City Red Bluff CA Zip 96080
 Phone 530-3663166

Ship To & Bill To:

Name Tehama County Animal Services
 Address 1830 Walnut St
 City Red Bluff CA Zip 96080
 Phone 530-527-3365 Debbie Schmidt - Purchasing

Qty	Units	Product Description	Unit Price	TOTAL
1	ea	New 2026 Dodge 2500 Cargo Van High Roof	\$48,242.00	\$48,242.00
1	ea	Documentation fee	\$85.00	\$85.00
Service Description			Hourly Rate	TOTAL
1	ea	Tire Disposal Fee	\$8.75	\$8.75

DEPARTMENT COMMENTS: Insert comments in Box Below

Please Note - Register the Vehicle TO: County of Tehama , 727 Oak Street, Red Bluff, CA 96080, Phone: 530-527-4655. Please Contact Christine McClintock at 530-527-3439 to arrange delivery.

Product SubTotal	\$48,327.00
Service SubTotal	
Tire Disposal fee	\$8.75
Taxes :7.5% CA	\$3,624.53
P.O. TOTAL	\$51,960.28

Vendor Number	115490	INSURANCE ON FILE	<input checked="" type="checkbox"/>	PDR ON FILE
		INSURANCE ATTACHED	<input type="checkbox"/>	PDR ATTACHED

P.O. NOT TO EXCEED **\$51,960.28**

Approved By: _____

Purchasing Agent _____

Purchase Order Date: 9/30/2025
 Department Account Number: 2078
 Fixed Asset Account Number: 57605
 Ordered By: Christine McClintock

RED BLUFF CHRYS DODGE JEEP RAM

Source:		Salesperson:	
Price	48,242.00	Trade	0.00
Taxable A.M.O.	0.00	Payoff	0.00
Document Processing Charge	85.00	Net Trade	0.00
Emissions Testing Charge	0.00	Cash Down	0.00
Sales Tax	3,624.53	Deferred Down	0.00
Non-Tax A.M.O.	0.00	Rebate	0.00
Service Contract	0.00	Total Down	0.00
Subtotal	51,951.53		
DMV Fees	0.00	APR	0.00
State Emissions Certification or Exemption Fee	0.00	Term	1
California Tire Fee	8.75	Monthly Payment	51,960.28
Electronic Veh Reg or Transfer Charge	0.00	Final Payment of	
Total Insurance	0.00		
Total	51,960.28		
Amount Financed	51,960.28		
Finance Charges	0.00		

*** BUYER ***

COUNTY OF TEHAMA
727 OAK ST
RED BLUFF, CA 96080

*** CO-BUYER ***

Date of Birth: _____
Home Phone Number: (530) 527-3365
Work Phone Number: _____
County: TEHAMA
Email: _____

Date of Birth: _____
Home Phone Number: _____
Work Phone Number: _____
County: _____
Email: _____

*** PURCHASE ***

*** TRADE 1 ***

*** TRADE 2 ***

Stock Number
Year
Make
Model
Body Style
Color
Trim
Key 1 Number
Key 2 Number
Weight 2,020
License
Odometer 2,020
VIN
Cylinders 0
Vehicle Type USED

*** BANK ***

NONE

*** INSURANCE ***

RED BLUFF CHRYSLER DODGE JEEP RAM
 545 ADOBE RD
 RED BLUFF, CA 960809623

Configuration Preview

Date Printed: 2025-06-12 2:49 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00CUB County of Tehama
 FAN 2:
 Client Code:
 Bid Number: TB6054
 PO Number:

Sold to:
 RED BLUFF CHRYSLER DODGE JEEP RAM
 (60406)
 545 ADOBE RD
 RED BLUFF, CA 960809623

Ship to:
 RED BLUFF CHRYSLER DODGE JEEP RAM (60406)
 545 ADOBE RD
 RED BLUFF, CA 960809623

Vehicle: 2026 2500 CARGO VAN HIGH ROOF (159in WB) (VF2L16)

	Sales Code	Description	MSRP(USD)
Model:	VF2L16	2500 CARGO VAN HIGH ROOF (159in WB)	50,860
Package:	22B	Customer Preferred Package 22B	0
	ERF	3.6L V6 24V VVT Engine	0
	DFH	9-Spd 948TE Auto Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*B7	Vinyl Bucket Seats	300
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	TBB	Full Size Spare Tire	295
	MDA	Front License Plate Bracket	0
	YEP	Manuf Statement of Origin	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	171	Zone 71-Los Angeles	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB6054	Government Incentives	0
Discounts:	YGV	4.5 Additional Gallons of Gas	0
Destination Fees:			2,095

Total Price: 53,550.

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address:
 USA

PSP Month/Week:
 Build Priority: 99

RBD Price 48,242
 + fees

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CORNING FORD

Source: REPEAT

Salesperson: TROY SPADE

Price	51,590.00
Taxable A.M.O.	0.00
Document Processing Charge	85.00
Emissions Testing Charge	0.00
Sales Tax	3,875.63
Non-Tax A.M.O.	0.00
Service Contract	0.00
Subtotal	55,550.63
DMV Fees	0.00
State Emissions Certification or Exemption Fee	0.00
California Tire Fee	8.75
Electronic Veh Reg or Transfer Charge	34.00
Total Insurance	0.00
Total	55,593.38
Amount Financed	55,593.38
Finance Charges	0.00
Total of Payments	55,593.38

Trade	0.00
Payoff	0.00
Net Trade	0.00
Cash Down	0.00
Deferred Down	0.00
Rebate	0.00
Total Down	0.00

APR	0.00
Term	1
Monthly Payment	55,593.38
Final Payment of	

Out The Door

*** BUYER ***

TEHAMA COUNTY
727 OAK STREET
RED BLUFF, CA 96080

Date of Birth: _____
Home Phone Number: (530) 200-2171
Work Phone Number: _____
County: TEHAMA
Email: msilvera@tcpw.ca.gov

*** CO-BUYER ***

Date of Birth: _____
Home Phone Number: _____
Work Phone Number: _____
County: _____
Email: _____

*** PURCHASE ***

*** TRADE 1 ***

*** TRADE 2 ***

Stock Number
Year
Make
Model
Body Style
Color
Trim
Key 1 Number
Key 2 Number
Weight
License
Odometer
VIN
Cylinders
Vehicle Type

2026 Transit High Roof EXT.

*** BANK ***

NONE
CA

*** INSURANCE ***



Preview Order 5522 - W3X 350 Hi Roof ELWB Cargo RWD: Order Summary Time of Preview: 06/24/2025 13:44:08 Receipt: 6/24/2025

Dealership Name: Corning Ford

Sales Code : F72523

Dealer Rep.	Troy Spade	Type	Fleet	Vehicle Line	Transit	Order Code	5522
Customer Name	Tehama co	Priority Code	J3	Model Year	2026	Price Level	615

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W3X0 T350 HR CARGO RWD	\$55200	9500# GVWR PACKAGE	\$0
148" WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$55200	SPARE TIRE AND WHEEL DELETE	\$0
OXFORD WHITE	\$0	CONN PKG: 1 YR INCL W/FORDPASS	\$0
VINYL	\$0	DUAL BATTERIES (70 AMP-HR)	\$295
DARK PALAZZO GRAY	\$0	PRICE CONCESSION INDICATOR	\$0
PREFERRED EQUIPMENT PKG.101A	\$0	2 ADDITIONAL KEYS	\$75
.XL TRIM	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
3.5L PFDI V6 (GAS)	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
10-SPEED TRANSMISSION	\$0	FUEL CHARGE	\$0
.235/65R16C BSW ALL-SEASON	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
4.10 LIMITED SLIP AXLE	\$0	PRICED DORA	\$0
JOB #1 ORDER	\$0	ADVERTISING ASSESSMENT	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	DESTINATION & DELIVERY	\$2095
FRONT LICENSE PLATE BRACKET	\$0		

2026 Transit High Roof \$51,590⁻
↳ Fees

TOTAL BASE AND OPTIONS	MSRP	\$57665
DISCOUNTS	NA	
TOTAL		\$57665

ORDERING FIN: QJ076 END USER FIN: QJ076
SHIP TO : F88Z69
152 South Zimmer Road, Warsaw, IN, 46580-2369

INCENTIVES
Acc. Code ID :10 Contract/Ref # :03-972T Bid Date :05/28/25State : CA

Customer Name: Customer Email:
Customer Address: Customer Phone:

Customer Signature Date

*This order has not been submitted to the order bank.
This is not an invoice.*



Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications

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Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE. **TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. *****IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
(916)509-8598
avillareal@lasherauto.com

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat

Interior:Black, Cloth Bucket Seats

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT

Transmission: 9-Speed 948TE Automatic

OPTIONS

CODE	MODEL	MSRP
VF3L17	[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat	
	OPTIONS	
22B	Quick Order Package 22B Tradesman w/Pass Seat	\$0.00
A7X9	Black, Cloth Bucket Seats	\$0.00
DFH	Transmission: 9-Speed 948TE Automatic	\$0.00
ERF	Engine: 3.6L V6 24V VVT	\$0.00
MDA	Front License Plate Bracket	\$0.00
PW7	Bright White Clearcoat	\$0.00
SDB	Heavy Duty Suspension	\$0.00
WCS	Wheels: 16" x 6.0" Steel	\$0.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Standard Equipment

Mechanical

- Engine: 3.6L V6 24V VVT (STD)
- Transmission: 9-Speed 948TE Automatic (STD)
- Heavy Duty Suspension (STD)
- 50 State Emissions
- Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler
- Front-Wheel Drive
- 4.08 Axle Ratio
- Engine Oil Cooler
- 95-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
- 180 Amp Alternator
- Towing Equipment -inc: Trailer Sway Control
- 4320# Maximum Payload
- GVWR: 9,350 lbs
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 24 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Strut Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- Brake Actuated Limited Slip Differential

Exterior

- Wheels: 16" x 6.0" Steel (STD)
- Tires: LT225/75R16E BSW All Season
- Wheel Center Cap
- Tire Mobility Kit
- Nexen Brand Tires

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Exterior

- Black Front Bumper
- Black Rear Step Bumper
- Gray Bodyside Moldings and Gray Fender Flares
- Black Side Windows Trim
- Black Door Handles
- Black Manual Side Mirrors w/Convex Spotter and Manual Folding
- Trailer Style Mirrors
- Exterior Mirrors w/Supplemental Signals
- Light Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Black Grille
- Sliding Rear Passenger Side Door
- Split Swing-Out Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Reflector Halogen Daytime Running Headlamps
- Cab Clearance Lights

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation and Uconnect External Memory Control
- Radio: Uconnect 5 w/7" Display
- 4 Speakers
- Streaming Audio
- Integrated Roof Antenna
- GPS Antenna Input
- SiriusXM Radio Service
- 1 LCD Monitor In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- Driver Seat Armrest

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Interior

Passenger Seat

Manual Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Front Cupholder

Proximity Key For Push Button Start Only

Remote Keyless Entry w/Integrated Key Transmitter and Illuminated Entry

Manual Air Conditioning

Glove Box

Driver Foot Rest

Front Cloth Headliner

Urethane Gear Shifter Material

Cloth Bucket Seats

Mini Overhead Console and 1 12V DC Power Outlet

Front Map Lights

Fade-To-Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering

Cargo Features -inc: Tire Mobility Kit

Cargo Space Lights

FOB Controls -inc: Keyfob Cargo Access

Global Telematics Box Module (TBM)

Google Android Auto

Apple CarPlay

4G LTE Wi-Fi Hotspot

Connectivity - US/Canada

For Details, Visit DriveUconnect.com

For More Info, Call 800-643-2112

Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Down

Power Door Locks w/Autolock Feature

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Interior

- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Fixed Front Head Restraints
- Black/Gray Seats
- Immobilizer
- 1 12V DC Power Outlet

Safety-Mechanical

- Crosswind Assist Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver Seat-Mounted Side Airbags
- Forward Collision Warning-Plus
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver Front Airbags
- Curtain 1st Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- ParkView Back-Up Camera

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000


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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat ( Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	4630 lbs
Rear Gross Axle Weight Rating:	5291 lbs
Gross Vehicle Weight Rating:	9350.00 lbs

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	DFH
Trans Type	9	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71
Second Gear Ratio (:1)	2.84	Third Gear Ratio (:1)	1.91
Fourth Gear Ratio (:1)	1.38	Fifth Gear Ratio (:1)	1.00
Sixth Gear Ratio (:1)	0.81	Reverse Ratio (:1)	3.81
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.70
Eighth Gear Ratio (:1)	0.58	Ninth Gear Ratio (:1)	N/A

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	ERF	Engine Type	Regular Unleaded V-6
Displacement	3.6 L/220	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	276 @ 6400	SAE Net Torque @ RPM	250 @ 4400
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	800	Cold Cranking Amps @ 0° F (2nd)	800
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	180

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[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A

EPA Greenhouse Gas Score N/A

Vehicle

Rear Door Type Split Swing-Out

Chassis

Weight Information

Standard Weight - Front 0.00 lbs

Standard Weight - Rear 0.00 lbs

Base Curb Weight 5033 lbs

Gross Axle Wt Rating - Front 4630 lbs

Gross Axle Wt Rating - Rear 5291 lbs

Curb Weight - Front 3136 lbs

Curb Weight - Rear 1897 lbs

Option Weight - Front 0.00 lbs

Option Weight - Rear 0.00 lbs

Reserve Axle Capacity - Front 1494.00 lbs

Reserve Axle Capacity - Rear 3394.00 lbs

As Spec'd Curb Weight 5033.00 lbs

As Spec'd Payload 4317.00 lbs

Maximum Payload Capacity 4317.00 lbs

Gross Combined Wt Rating 12000 lbs

Gross Axle Weight Rating 9921.00 lbs

Curb Weight 5033.00 lbs

Reserve Axle Capacity 4888.00 lbs

Total Option Weight 0.00 lbs

Payload Weight Front 0 lbs

Payload Weight Rear 0 lbs

Gross Vehicle Weight Rating 9350.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt. 5000 lbs

Dead Weight Hitch - Max Tongue Wt. 500 lbs

Wt Distributing Hitch - Max Trailer Wt. 6410 lbs

Wt Distributing Hitch - Max Tongue Wt. 641 lbs

Fifth Wheel Hitch - Max Trailer Wt. N/A

Fifth Wheel Hitch - Max Tongue Wt. N/A

Maximum Trailering Capacity 6410 lbs

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2025 Ram ProMaster Cargo Van (VF3L17) Tradesman 3500 High Roof 159" WB EXT w/Pass Seat (✔ Complete)

Chassis

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Leaf
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	4.08	Axle Ratio (:1) - Rear	4.08
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TWA	Rear Tire Order Code	TWA
Spare Tire Order Code	N/A	Front Tire Size	LT225/75R16
Rear Tire Size	LT225/75R16	Spare Tire Size	N/A
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	16 X 6 in	Rear Wheel Size	16 X 6 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.8 ft	Turning Diameter - Wall to Wall	N/A

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Data Version: 25931. Data Updated: Jul 9, 2025 6:47:00 PM PDT.



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Chassis

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	11.8 in
Rear Brake Rotor Diam x Thickness	11.8 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	2	Front Head Room	43 in
Front Leg Room	38.8 in	Front Shoulder Room	74.8 in
Front Hip Room	65.9 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	159 in	Length, Overall w/rear bumper	N/A
Length, Overall	250.6 in	Width, Max w/o mirrors	80.3 in
Height, Overall	102.5 in	Overhang, Front	37.6 in
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	21 in	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	7.7 in
Ground Clearance, Rear	7.7 in	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A
Side Door Opening Height	N/A	Side Door Opening Width	N/A

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Dimensions

Exterior Dimensions

Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	160.2 in
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	75.6 in
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	55.8 in
Cargo Box (Area) Height	76 in	Tailgate Width	N/A
Cargo Volume	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	Sliding
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COUNTY OF TEHAMA

WAIVER OF FORMAL BIDS OVER \$50,000 - FINDINGS FORM

This form must be attached to an Agenda Request Form

Pursuant to Tehama County Code Sections 4.24.080 and 4.24.110, competitive procurement must be used unless there is substantial justification for waiving the formal bid process

DATE: 9/5/2025 DEPARTMENT: Animal Services

REQUESTED BY: Christine McClintock TITLE: Animal Care Manager

PROPOSED ACQUISITION: 2026 Dodge 2500 Cargo Van High Roof

REQUESTED ACTIONS BY THE BOARD OF SUPERVISORS:

- a) Request to adopt the finding(s) as indicated below
b) Request to find it in the best interest of the County to waive the formal bid process for the acquisition based on the finding(s)

When requesting waiver of the bidding process, the written request shall include finding(s) which indicate that bidding procedures would not be in the best interest of the people -- Tehama County Code Section 4.24.080

Check applicable finding(s):

[] Sole Source Acquisition: Based on a finding declaring the vendor as the sole supplier who could feasibly supply the equipment or products needed by the Department.

[] Participation In Existing Bid: Based on the finding that the existing bid 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.

[] Compatibility: Based on the finding that the acquisition of a specific type or brand of product is required by the County in order to allow for full integration with existing equipment or facilities.

Explain:

[Empty box for explanation]

XX [] Other, List Finding(s):

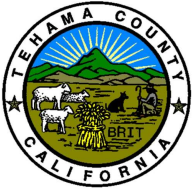
Normal bidding procedures would not provide for completion of purchase within grant funding parameters. Red Bluff Chrysler Dodge Jeep Ram can provide vehicle within specifications needed for upfit with animal cages and can provide drop shipment to upfit vendor in the timeframe required.

Additional Justification:

Purchasing from Red Bluff Dodge would be in the best interest of the County as they can provide the needed vehicle in the timeframe required at a reasonable price and would allow Tehama County to take advantage of grant funding available for this purchase.

Recommended: _____ Date: 9/19/25

Submittal to Purchasing must occur at least 7 working days prior to agenda deadline



Tehama County

Agenda Request Form

File #: 25-1561

Agenda Date: 9/30/2025

Agenda #: 12.

PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick

Requested Action(s)

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

Financial Impact:

The total salary, benefits, and roll-up costs for the first year of the new contract is approximately \$173,337.

Background Information:

Mr. Tona was hired as the Air Pollution Control Officer in 2016. Mr. Tona's employment agreement is set to expire September 30, 2025. The proposed agreement is a three-year term with an expiration date of September 30, 2028. The agreement includes a three percent (3%) salary increase annually for each year of the agreement.

The benefits contained in the agreement reflect the standard benefits provided in department head contracts which include a cell phone allowance of \$60 per month, 240 hours of Personal Time Off (PTO) per year, 40 hours of Management Time Off per fiscal year, one (1) personal holiday per fiscal year, Parental Leave, Bereavement Leave and participation in County sponsored Deferred Compensation plan on the same terms as employees in the Tehama County Management Employees Association (TCMEA).

In addition to the standard benefits, Section 13: Professional Development was added which specifies the County shall budget and pay for Mr. Tona's travel subsistence expenses for professional and official travel, meetings and occasions to continue professional development and to adequately pursue necessary official and other functions for the County, including but not limited to the California Air Pollution Control Officers Association, the National Association of Clean Air Agencies, and the Association of Air Pollution Control Agencies. Further, language was added to Section 15: Termination and Severance Pay stating that Mr. Tona shall not be terminated or removed during the first one hundred eighty (180) days following any change in the membership of the Board of Supervisors or without the unanimous vote of the Board of Supervisors.

Additionally, the proposed agreement clarifies Mr. Tona is considered a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013 and stipulates Mr. Tona shall participate in the CalPERS 2% at 62 defined benefit program. Mr. Tona will be required to pay the employee member contribution equal to eight percent (8%) of his compensation up to the maximum limit established by CalPERS. The County will not pay any portion of this contribution on behalf of Mr. Tona.

This is a contract, overtime exempt position. In the event the County of Tehama agrees to a percentage increase in salary after the effective date of this contract, for all classifications represented by TCMEA, Mr. Tona's salary will be increased by an equal percentage.

Without Board of Supervisor approval, Mr. Tona's employment agreement will expire on September 30, 2025.

TEHAMA COUNTY
and
JOSEPH TONA
EMPLOYMENT AGREEMENT
for the position of
Air Pollution Control Officer

THIS AGREEMENT, is made and entered into on September 30, 2025 and effective commencing October 1, 2025 by and between the Tehama County Board of Supervisors, hereinafter called “COUNTY” and JOSEPH TONA, hereinafter called “TONA” both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of TONA as Air Pollution Control Officer from the effective date hereof until September 30, 2028; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for TONA; and

WHEREAS, TONA desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to TONA as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of TONA provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

COUNTY hereby agrees to employ TONA as the Air Pollution Control Officer to perform the functions and duties as specified in the Air Pollution Control Officer classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Air Pollution Control District Department from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. TONA shall report for work at his regular established headquarters and shall return hereto at the conclusion of

the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

TONA agrees to remain in the exclusive employ of COUNTY until September 30, 2028 and further agrees to accept no other employment that may conflict with TONA's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, TONA shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by TONA under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay TONA hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

October 1, 2025 through September 30, 2026	\$129,850.00 Annually
October 1, 2026 through September 30, 2027	\$133,745.00 Annually
October 1, 2027 through September 30, 2028	\$137,758.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", TONA's employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

Notwithstanding any other provisions of this contract, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to TONA during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of TONA, except with the concurrence of TONA and then only to the degree of such a reduction across-the-board for all employees of the Department in which TONA is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As TONA's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide TONA a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for TONA and shall not be prorated.

Section 5: Automobile

Should it be required that TONA use his personal vehicle in the performance of his official County duties, it is agreed that TONA will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for TONA.

Section 6: Personal Time Off (PTO)

TONA at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to TONA for use for a non-work-related absence due to:

- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment
- a. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
- b. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; 6) A sibling; and 7) A designated person.

In lieu of accruing vacation or sick leave, TONA shall accrue and have credited to his personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time TONA has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

TONA shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at TONA's request, compensate TONA for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of TCMEA.

Section 7: Management Leave

TONA shall have five (5) paid management leave days (40 hours) added to his Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or TONA will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to TONA hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

TONA shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA, if TONA is in a non-pay status on both workdays immediately adjacent to the holiday, TONA shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for TONA and his dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. TONA may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for TONA and/or members of his immediate family.

COUNTY will allow TONA to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

The parties acknowledge and agree that TONA is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013.

TONA shall participate in the CalPERS 2% at 62 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

In accordance with Government Code section 7522.30, TONA shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member contribution for TONA hereunder is less than the member contribution for "New" employees represented by the MOU (established pursuant to Government Code section 20516.5 or otherwise), TONA shall pay a portion of the CalPERS employer contribution equal to the difference between TONA's required employee contribution hereunder and the member contribution established for "New" employees represented by the MOU. It is the intent of this Section that TONA pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "New" employees represented by the TCMEA, whichever is greater. The COUNTY will not pay any portion of this contribution on behalf of TONA.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Upon Public Employees' Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

Section 11: Deferred Compensation

TONA may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to TONA hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of TONA in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of TONA and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Air Pollution Control Officer functions and such other related national, regional, state and local governmental groups and committees thereof which TONA serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of TONA, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If TONA is assigned to temporary work at such distance from his regular headquarters that it is impractical to return thereto each day, or to his regular place of abode, TONA will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Professional Development

COUNTY hereby agrees to budget and to pay for TONA's travel subsistence expenses, subject to policies and procedures of the COUNTY, for professional and official travel, meetings and occasions adequate to continue the professional development of TONA and to adequately pursue necessary official and other functions for the COUNTY, including but not limited to the California Air Pollution Control Officers Association, the National Association of Clean Air Agencies, and the Association of Air Pollution Control Agencies.

Section 14: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of TONA to resign from his position with COUNTY. If TONA voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then TONA shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 15: Termination and Severance Pay

The Air Pollution Control Officer serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of TONA at any time. If TONA is terminated by the COUNTY before expiration of the aforesaid term of employment, and if TONA is willing and able to perform his duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay TONA a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

TONA shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and TONA shall receive no compensation for unused MTO.

TONA shall not be terminated or removed during the first one hundred eighty (180) days following any change in the membership of the Board of Supervisors without unanimous vote of the Board of Supervisors.

Section 16: Industrial Injury or Illness

Should TONA be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California,

TONA may elect to utilize State Disability Insurance, MTO and/or PTO to supplement his temporary disability indemnity payments, up to a maximum of full salary. During the time TONA is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, TONA shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, TONA's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If TONA is absent by reason of industrial disability, TONA may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of his physician. The duration of any such period of temporary work shall be determined by COUNTY. TONA shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require TONA when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Air Pollution Control Officer position without hazard to self or to his fellow workers, or to his own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should TONA return to work from a work place industrial injury or illness, TONA shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until TONA has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 17: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if TONA is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to TONA's incapacity, or for any other reason, TONA shall not receive any salary, stipend or other compensation hereunder once TONA's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and TONA shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes TONA is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should TONA fail to return to work within three workdays of the expiration of approved leave, TONA shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow TONA an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that TONA had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if TONA is on a leave of absence beyond any accrued leaves, TONA may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if TONA is on a leave of absence beyond any accrued leaves, TONA may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. TONA may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date TONA returns to work from the leave of absence in which TONA completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 18: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of TONA at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with TONA. Further, the COUNTY Chief Administrator shall provide TONA with a summary written statement of the findings and provide an adequate opportunity for TONA to discuss his evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and TONA shall define such goals and performance objectives that they determine necessary for the proper operation of the Air Pollution Control District Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, COUNTY and TONA mutually agree to abide by the provisions of applicable law.

Section 19: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 20: Indemnification

To the extent that TONA is acting in his official capacity as the Air Pollution Control Officer, TONA shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify TONA against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of TONA's duties as Air Pollution Control Officer.

Section 21: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of TONA under any law or ordinance.

Section 22: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. TONA: JOSEPH TONA at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 23: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of TONA.
- C. This agreement shall become effective commencing 10/1/2025.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and TONA has signed and executed this agreement, both in duplicate, the day and year first above written.

MATT HANSEN
Chairman, Board of Supervisors

JOSEPH TONA
Employee

Approved as to form:

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Joseph Tona

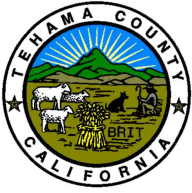
Contract Description: For the purpose of employment contract for position of Air
Pollution Control officer

APPROVED AS TO FORM:



Date: 09/22/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-1676

Agenda Date: 9/30/2025

Agenda #: 13.

ADMINISTRATION - Chief Administrator Gabriel Hydrick and RCRC General Counsel Arthur Wylene

Requested Action(s)

- 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
- 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
- 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
- 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

Financial Impact:

This action has no impact on the County's General Fund. The County's approval of these bonds bears no cost or other financial obligation but serves as public acknowledgement by the host jurisdiction of the project financing

Background Information:

The overview of this item came before the Board of Supervisors on August 26, 2025, the above requested action items are to finalize the agreement. Tehama County is a member of Golden State Connect Authority, a joint powers authority and public agency comprised of 40 rural California counties. Golden State Connect Authority is an affiliate entity of Rural County Representatives of California (RCRC), of which the County is also a member. Golden State Connect Authority was established at the strategic direction of the RCRC Board of Directors for the purpose of increasing access to reliable, affordable high-speed internet for residents and businesses of its member counties, including in this County. Both RCRC and Golden State Connect Authority are governed by an elected Supervisor from each member county, including this County, and day-to-day operations are managed by RCRC.

In consultation with County staff, Golden State Connect Authority applied for and was awarded grant funds for deployment of an open-access fiber-optic broadband network in certain areas of the County under the Federal Funding Account (FFA) Program created by Senate Bill 156 of 2021. The FFA Program, administered by the California Public Utilities Commission, is a grant program for last-mile infrastructure projects to connect unserved Californians. The terms of this funding specify that the

awardee must offer service to every home and business in the awarded project areas, which will be accomplished through dedicated fiber-optic connections to each address. Fiber-optic cables will be laid throughout the project areas, and when customers sign up for service connections will be made to individual addresses. All costs for deployment of the network infrastructure and on-going operations and maintenance will be borne by Golden State Connect Authority.

The FFA grant awards cover approximately 70% of the deployment costs for the portion of Golden State Connect Authority's network located in the County. The remaining 30% will be funded with tax-exempt revenue bonds issued by Golden State Connect Authority to finance construction of the network. These bonds will be repaid from broadband system revenues and are further secured by a separate award of funds received by Golden State Connect Authority from the California Public Utilities Commission under the Loan Loss Reserve Program, which provides credit enhancement for the bonds.

As the system is constructed, Golden State Connect Authority will enter into agreements with internet service providers pursuant to which such internet service providers will provide internet service to customers within the service area or any portion thereof, using the Golden State Connect Authority network infrastructure. Via the open-access model, customers will have the option to choose from several internet service providers on the Golden State Connect Authority network for internet access at differing speeds and price points.

Golden State Connect Authority targeted project areas of need, i.e., areas that included unserved and/or underserved locations, as defined under the FFA Last Mile Program.

RESOLUTION NO. _____

APPROVAL OF THE ISSUANCE OF REVENUE BONDS BY GOLDEN STATE CONNECT AUTHORITY TO FINANCE THE CONSTRUCTION OF A FIBER-OPTIC NETWORK IN CERTAIN UNINCORPORATED AREAS OF TEHAMA COUNTY.

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), certain public agencies (the “Members”) have entered into the Joint Exercise of Powers Agreement (the “Agreement”), in order to form Golden State Connect Authority (the “Authority”) for the purpose of increasing access to reliable, affordable high-speed internet for the residents and businesses of its Members; and

WHEREAS, the County of Tehama, California (the “County”) is a Member of the Authority; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects; and

WHEREAS, the Authority intends to issue revenue bonds in the maximum principal amount of \$120,000,000.00 (the “Bonds”) and use the proceeds to (1) finance the construction of a high-speed fiber-optic network (the “Project”); and (2) pay certain expenses incurred in connection with the issuance of the Bonds; and

WHEREAS, the issuance of the Bonds by the Authority will effect demonstrable savings in interest rate and/or issuance costs, which constitute significant public benefits pursuant to the Act; and

WHEREAS, the issuance of the Bonds by the Authority will enable more efficient delivery of local agency services, specifically, broadband internet access service, to residential and commercial development within the County, which constitutes significant public benefits pursuant to the Act; and

WHEREAS, the Act and the Agreement require that the local agency within which a public capital improvement to be financed with the proceeds of the Bonds is located, hold a public hearing and approve the financing of the public capital improvement by the Authority following such hearing; and

WHEREAS, the Authority has requested that the Board of Supervisors of the County (the “Board of Supervisors”) approve the financing of the Project by the Authority through the issuance of the Bonds in order to satisfy the approval requirement of the Act and the requirements of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Act, and this Board of Supervisors has heretofore held such public hearing at which all interested

persons were given an opportunity to be heard on all matters relative to the financing of the Project and the Authority's issuance of the Bonds therefor; and

WHEREAS, it is in the public interest and for the public benefit that the Board of Supervisors approve the issuance of the Bonds by the Authority to finance and/or refinance the acquisition of the Project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Board of Supervisors hereby approves the financing of the acquisition of the Project through the issuance of the Bonds by the Authority and finds that this method of financing will effect the significant public benefits of the type described in Section 6586(a) of the Act, as set forth above. It is the purpose and intent of the Board of Supervisors that this resolution constitute approval of the financing of the Project through the issuance of the Bonds by the Board of Supervisors in accordance with the Agreement and the Act.

Section 2. The issuance of the Bonds shall be subject to the approval by the Authority of all financing documents relating thereto to which the Authority is a party. The County shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 3. The adoption of this Resolution shall not obligate the County or any department thereof to (i) provide any financing to acquire or construct the Project or to refinance the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 4. The executing officer, the Clerk and all other proper officers and officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 5. The Clerk shall forward a certified copy of this Resolution to the Authority at: Golden State Connect Authority, 1215 K Street, Suite 1650, Sacramento, CA 95814.

Section 6. This resolution shall take effect immediately upon its passage.

ADOPTED by the Board of Supervisors of the County of Tehama at a regular meeting of the Board of Supervisors held on this 30th day of September, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: Chair, Board of Supervisors

ATTEST:

Clerk

RESOLUTION _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA
AUTHORIZING EXECUTION OF TWO EASEMENT DEEDS FOR FIBER HUTS AND
RELATED INFRASTRUCTURE ON COUNTY PROPERTY TO GOLDEN STATE
CONNECT AUTHORITY**

WHEREAS, the County of Tehama ("County") owns those certain parcels of real property (collectively, the "Properties") currently identified by the Tehama County Assessor as A.P.N.s 078-173-008-000 and 064-070-003-000; and

WHEREAS, Golden State Connect Authority ("GSCA") proposes to finance, construct, own, and operate a municipal open access broadband network, portions of which will be located within the unincorporated area of County; and

WHEREAS, the County is a full member of GSCA, and shares the common power to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service under Government Code section 26231; and

WHEREAS, the County desires to promote and facilitate the construction and operation of GSCA's proposed network, which will provide significant benefits for County residents; and

WHEREAS, in order to construct and operate the proposed municipal open access broadband network, GSCA requires an easement for placement of a "fiber hut" and related infrastructure upon each of the Properties, as more fully set forth in the Easement Deeds attached hereto as Attachments "1" and "2" and incorporated herein; and

WHEREAS, construction and operation of the proposed network by GSCA serves the public purposes of the County, and provides adequate consideration for the above-described easement; and

WHEREAS, pursuant to Government Code sections 6504 and 25526.6, the County may convey real property interests to other public agencies when the conveyance of the real property interests is determined to be in the public interest and the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County; and

WHEREAS, the Board of Supervisors of the County of Tehama finds and determines that granting the above-described easements to GSCA is in the best interest of the public and does not substantially conflict or interfere with the primary use of the Properties by the County;

NOW, THEREFORE, BE IT RESOLVED that the Chair of this Board of Supervisors is hereby authorized to sign said Easement Deeds on behalf of the County of Tehama.

PASSED AND ADOPTED this 30th day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Supervisors

Clerk of the Board of Supervisors

RECORDING REQUESTED BY)
AND RETURN TO:)
)
Golden State Connect Authority)
1215 K Street)
Suite 1650)
Sacramento, CA 95814)

EASEMENT DEED

A.P.N. 078-173-008-000

This document is exempt from recording fees and Documentary Transfer Tax. (Gov. Code, § 27383; Rev. & Tax. Code, § 11922.)

For valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF TEHAMA, a political subdivision of the State of California ("Grantor"), hereby GRANTS to GOLDEN STATE CONNECT AUTHORITY, a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, its successors and assigns ("Grantee"), the following easements, as more particularly described in **EXHIBIT "A"** attached hereto and made part hereof:

- a) A "Fiber Hut Easement" for the purposes of laying down, excavating, entrenching, locating, constructing, reconstructing, removing, replacing (with initial or any other size), repairing, maintaining, protecting, operating, and using, as Grantee may see fit, fiber optic cables and equipment and associated fixtures, fences, structures, and appurtenances (the "Fiber Hut Improvements"), together with the right of ingress and egress therein;
- b) "Utility Easements" for the purposes of laying down, excavating, entrenching, locating, constructing, reconstructing, removing, replacing (with initial or any other size), repairing, maintaining, protecting, operating, and using, facilities and associated equipment for public utility purposes, including without limitation electric, gas, fiber optic, and other telecommunications utilities (the "Utility Improvements," and together with the Fiber Hut Improvements, collectively the "Improvements"), together with a right of way therefor, on, over, and under the easement area, and also ingress thereto and egress therefrom; and
- c) An "Access Easement" for the purposes of ingress and egress (including, without limitation, vehicular, pedestrian, construction vehicle, and other access) to and from the "Fiber Hut Easement" area.

The easements granted herein are subject to the rights of Grantor and its invitees, successors and assigns to use the surface of the easement areas, provided such use is reasonably compatible with the use of the easements by Grantee for the purposes described herein. No buildings, structures, walls or other improvements which jeopardize the safety or functioning of the Improvements, or

which unreasonably impair Grantee's access to the Improvements shall be placed on the easement areas.

Grantee shall maintain the easement areas in good condition. Grantee shall have the right, in consultation with Grantor, to cut, damage or remove ground, trees, plants, landscaping and other improvements within the easement areas to the extent reasonable and necessary, during construction, maintenance, repair or replacement of the Improvements.

Grantee may, at its sole cost, receive commercial electricity service from a utility provider, and an electrical service utility may install and maintain infrastructure necessary to provide electrical service, within the Fiber Hut Easement and Utility Easement areas. Grantee may further, at its sole cost, utilize propane or natural gas to produce power within the Fiber Hut Easement area, and may install, maintain, operate, and fill tanks, generators, and other equipment with the Fiber Hut Easement Area as necessary to provide this power.

Grantee shall be responsible for damage caused intentionally or by negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

The Easement granted herein is personal to the Grantee and shall not be conveyed to any third party without the prior written consent of the Grantor.

Grantee shall not permit any third party, other than a utility provider, to construct, install, or otherwise place physical infrastructure within any of the easements granted herein, including without limitation installation of equipment owned by such third party within the Fiber Hut Improvements, without the express written consent of Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed. Grantor may impose upon such third party any fees or charges otherwise authorized by law in connection with the placement of physical infrastructure owned by the third party within the easements. Grantee's grant to any third party of the right to use physical infrastructure owned by Grantee, including without limitation authorizing Internet Service Providers to offer service to customers over Grantee's broadband internet access service network, or the lease of "dark fiber" owned by Grantee to a third party, shall not constitute placement of physical infrastructure by such third party for purposes of this paragraph.

Grantor may terminate the easements granted herein upon ninety (90) days written notice in the event that Grantee ceases to use the said easements for the purpose of constructing, operating, or maintaining a broadband internet access service network for period of thirty-six consecutive months. All improvements or installations must be removed by the Grantee upon termination of the easements, unless otherwise agreed in writing. Grantee shall cooperate in executing and recording any documents necessary to formally terminate the easements in the Official Records of Tehama County.

Dated:

By _____

Matt Hansen,
Chairperson, Tehama County Board of Supervisors

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.

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

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

WITNESS my hand and official seal.

(Signature of Notary Public)

EXHIBIT A – PAGE 1

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Tehama, State of California, described as follows:

LEGAL DESCRIPTION OF FIBER HUT EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF RIO DE LOS MOLINOS RANCHO AS SHOWN UPON THE MAP RECORDED IN BOOK C OF MAPS PAGE 4, TEHAMA COUNTY RECORDS, ALSO BEING THE NORTHERLY LINE OF MAGNOLIA STREET AND RUNNING THENCE SOUTH 89°45'00" WEST 38.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'00" WEST 15.00 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE CONTINUING SOUTH 89°45'00" WEST 5.00 FEET; THENCE NORTH 00°15'00" WEST 45.00 FEET; THENCE NORTH 89°45'00" EAST 25.00 FEET; THENCE SOUTH 00°15'00" EAST 45.00 FEET; THENCE SOUTH 89°45'00" WEST 5.00 FEET TO THE POINT OF BEGINNING

CONTAINING 1,125 SQUARE FEET

LEGAL DESCRIPTION OF UTILITY EASEMENT

BEGINNING AT POINT 'A' AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 10.00 FEET; THENCE NORTH 00°15'00" WEST 25.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO THE WEST LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE WEST LINE OF SAID FIBER HUT EASEMENT SOUTH 00°15'00" EAST 10.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO POINT 'A'

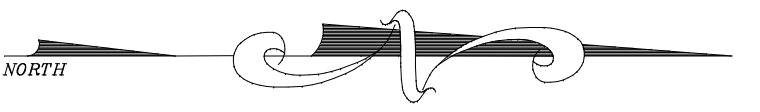
CONTAINING 200 SQUARE FEET MORE OR LESS

LEGAL DESCRIPTION OF 15' ACCESS EASEMENT

FROM SAID POINT OF BEGINNING AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 15.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE SOUTH LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE SOUTH LINE OF SAID FIBER HUT EASEMENT NORTH 89°45'00" EAST 15.00 FEET TO THE POINT OF BEGINNING

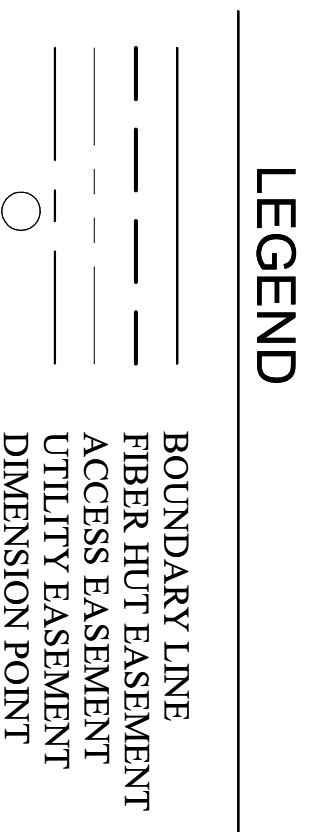
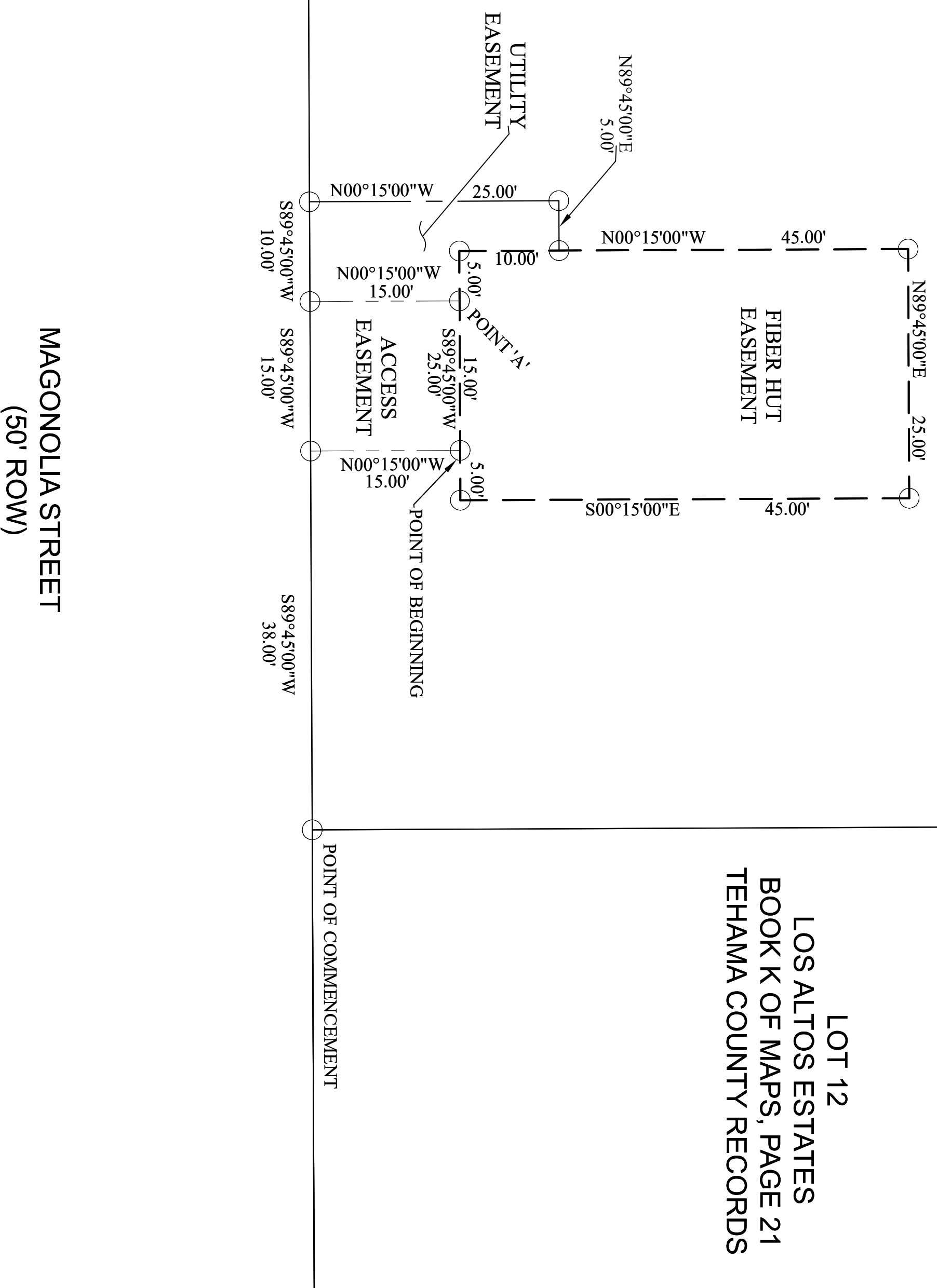
CONTAINING 225 SQUARE FEET MORE OR LESS

EXHIBIT "A" - PAGE 2



SCALE 1" = 10'

LOT 3, BLOCK 1
 SUBDIVISION NO. 1 OF
 RIO DE LOS MOLINOS RANCHO
 BOOK C OF MAPS, PAGE 4
 TEHAMA COUNTY RECORDS



LOT 12
 LOS ALTOS ESTATES
 BOOK K OF MAPS, PAGE 21
 TEHAMA COUNTY RECORDS

THE PERMANENT FIBER HUT EASEMENT, UTILITY EASEMENT AND ACCESS EASEMENTS ARE DESCRIBED AS INITIALLY INSTALLED HEREUNDER, THE APPROXIMATE LOCATION OF FACILITIES ARE SHOWN BELOW AND DESCRIBED:

LEGAL DESCRIPTION OF FIBER HUT EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF RIO DE LOS MOLINOS RANCHO AS SHOWN UPON THE MAP RECORDED IN BOOK C OF MAPS PAGE 4, TEHAMA COUNTY RECORDS, ALSO BEING THE NORTHERLY LINE OF MAGNOLIA STREET AND RUNNING THENCE SOUTH 89°45'00" WEST 38.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'00" WEST 15.00 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE CONTINUING SOUTH 89°45'00" WEST 5.00 FEET; THENCE NORTH 00°15'00" WEST 45.00 FEET; THENCE NORTH 89°45'00" EAST 25.00 FEET; THENCE SOUTH 00°15'00" EAST 45.00 FEET; THENCE SOUTH 89°45'00" WEST 5.00 FEET TO THE POINT OF BEGINNING CONTAINING 1,125 SQUARE FEET

LEGAL DESCRIPTION OF UTILITY EASEMENT

UTILITY EASEMENT BEGINNING AT POINT "A" AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 10.00 FEET; THENCE NORTH 00°15'00" WEST 25.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO THE WEST LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE WEST LINE OF SAID FIBER HUT EASEMENT SOUTH 00°15'00" EAST 10.00 FEET; THENCE NORTH 89°45'00" EAST 5.00 FEET TO POINT "A" CONTAINING 200 SQUARE FEET MORE OR LESS

LEGAL DESCRIPTION OF 15' ACCESS EASEMENT

FROM SAID POINT OF BEGINNING AND RUNNING THENCE SOUTH 00°15'00" EAST 15.00 FEET TO THE NORTHERLY LINE OF MAGNOLIA STREET; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°45'00" WEST 15.00 FEET; THENCE NORTH 00°15'00" WEST 15.00 FEET TO THE SOUTH LINE OF THE FIBER HUT EASEMENT; THENCE ALONG THE SOUTH LINE OF SAID FIBER HUT EASEMENT NORTH 89°45'00" EAST 15.00 FEET TO THE POINT OF BEGINNING CONTAINING 225 SQUARE FEET MORE OR LESS

BRETT BRUSATORI, PLS 8775



Brusatori
 Land Surveying
 (209) 304-7262

Revisions			
No.	Description	By	Date
		GS	06/02/2025
		BLS	08/26/2025

SITE NAME:
 TEHAMA SITE 3

SURVEY MAP

PORTION OF
 LOT 3 BLOCK 1, SUBDIVISION NO. 1
 OF RIO DE LOS MOLINOS RANCHO
 BOOK C OF MAPS PAGE 4

Project no. 2023	Drawn by: GS	Date: 06/02/2025
	Checked by: BB	Sheet 1 OF 1

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from the County of Tehama to Golden State Connect Authority, a governmental agency, is hereby accepted by order of the Board of Directors of Golden State Connect Authority on _____, and Golden State Connect Authority consents to recordation thereof by its duly authorized officer.

Dated _____ By _____
Secretary, Golden State Connect Authority
Board of Directors

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.

On _____, 200__, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Signature of Notary Public)

RECORDING REQUESTED BY)
AND RETURN TO:)
)
Golden State Connect Authority)
1215 K Street)
Suite 1650)
Sacramento, CA 95814)

EASEMENT DEED

A.P.N. 064-070-003-000

This document is exempt from recording fees and Documentary Transfer Tax. (Gov. Code, § 27383; Rev. & Tax. Code, § 11922.)

For valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF TEHAMA, a political subdivision of the State of California ("Grantor"), hereby GRANTS to GOLDEN STATE CONNECT AUTHORITY, a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, its successors and assigns ("Grantee"), the following easements, as more particularly described in **EXHIBIT "A"** attached hereto and made part hereof:

- a) A "Fiber Hut Easement" for the purposes of laying down, excavating, entrenching, locating, constructing, reconstructing, removing, replacing (with initial or any other size), repairing, maintaining, protecting, operating, and using, as Grantee may see fit, fiber optic cables and equipment and associated fixtures, fences, structures, and appurtenances (the "Fiber Hut Improvements"), together with the right of ingress and egress therein;

- b) "Utility Easements" for the purposes of laying down, excavating, entrenching, locating, constructing, reconstructing, removing, replacing (with initial or any other size), repairing, maintaining, protecting, operating, and using, facilities and associated equipment for public utility purposes, including without limitation electric, gas, fiber optic, and other telecommunications utilities (the "Utility Improvements," and together with the Fiber Hut Improvements, collectively the "Improvements"), together with a right of way therefor, on, over, and under the easement area, and also ingress thereto and egress therefrom; and

- c) An "Access Easement" for the purposes of ingress and egress (including, without limitation, vehicular, pedestrian, construction vehicle, and other access) to and from the "Fiber Hut Easement" area.

The easements granted herein are subject to the rights of Grantor and its invitees, successors and assigns to use the surface of the easement areas, provided such use is reasonably compatible with the use of the easements by Grantee for the purposes described herein. No buildings, structures, walls or other improvements which jeopardize the safety or functioning of the Improvements, or

which unreasonably impair Grantee's access to the Improvements shall be placed on the easement areas.

Grantee shall maintain the easement areas in good condition. Grantee shall have the right, in consultation with Grantor, to cut, damage or remove ground, trees, plants, landscaping and other improvements within the easement areas to the extent reasonable and necessary, during construction, maintenance, repair or replacement of the Improvements.

Grantee may, at its sole cost, receive commercial electricity service from a utility provider, and an electrical service utility may install and maintain infrastructure necessary to provide electrical service, within the Fiber Hut Easement and Utility Easement areas. Grantee may further, at its sole cost, utilize propane or natural gas to produce power within the Fiber Hut Easement area, and may install, maintain, operate, and fill tanks, generators, and other equipment with the Fiber Hut Easement Area as necessary to provide this power.

Grantee shall be responsible for damage caused intentionally or by negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

The Easement granted herein is personal to the Grantee and shall not be conveyed to any third party without the prior written consent of the Grantor.

Grantee shall not permit any third party, other than a utility provider, to construct, install, or otherwise place physical infrastructure within any of the easements granted herein, including without limitation installation of equipment owned by such third party within the Fiber Hut Improvements, without the express written consent of Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed. Grantor may impose upon such third party any fees or charges otherwise authorized by law in connection with the placement of physical infrastructure owned by the third party within the easements. Grantee's grant to any third party of the right to use physical infrastructure owned by Grantee, including without limitation authorizing Internet Service Providers to offer service to customers over Grantee's broadband internet access service network, or the lease of "dark fiber" owned by Grantee to a third party, shall not constitute placement of physical infrastructure by such third party for purposes of this paragraph.

Grantor may terminate the easements granted herein upon ninety (90) days written notice in the event that Grantee ceases to use the said easements for the purpose of constructing, operating, or maintaining a broadband internet access service network for period of thirty-six consecutive months. All improvements or installations must be removed by the Grantee upon termination of the easements, unless otherwise agreed in writing. Grantee shall cooperate in executing and recording any documents necessary to formally terminate the easements in the Official Records of Tehama County.

Dated:

By _____

Matt Hansen,
Chairperson, Tehama County Board of Supervisors

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.

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

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

WITNESS my hand and official seal.

(Signature of Notary Public)

EXHIBIT A – PAGE 1

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Tehama, State of California, described as follows:

LEGAL DESCRIPTION OF FIBER HUT EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 AS SHOWN UPON THE MAP RECORDED IN BOOK BB OF MAPS PAGE 156, TEHAMA COUNTY RECORDS AND RUNNING THENCE NORTH 28°19'02" WEST 4.50 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE SOUTH 61°40'58" WEST 23.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61°40'58" WEST 37.00 FEET; THENCE NORTH 28°19'02" WEST 25.00 FEET; THENCE NORTH 61°40'58" EAST 28.20 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "B"; THENCE CONTINUING NORTH 61°40'58" EAST 8.80 FEET; SOUTH 28°19'02" EAST 20.00 FEET; THENCE CONTINUING SOUTH 28°19'02" EAST 5.00 FEET TO THE POINT OF BEGINNING

CONTAINING 925 SQUARE FEET MORE OR LESS

LEGAL DESCRIPTION OF 5' UTILITY EASEMENT

FROM SAID POINT 'A' AND RUNNING THENCE SOUTH 61°40'58" WEST 23.00 FEET; THENCE NORTH 28°19'02" WEST 5.00 FEET TO THE EASTERLY SIDE OF SAID FIBER HUT EASEMENT; THENCE NORTH 61°40'58" EAST 6.20 FEET; THENCE NORTH 61°40'58" EAST 16.80 FEET TO THE WESTERLY RIGHT OF WAY OF SAN BENITO AVE; THENCE SOUTH 28°19'02" EAST 5.00 FEET TO THE POINT OF BEGINNING

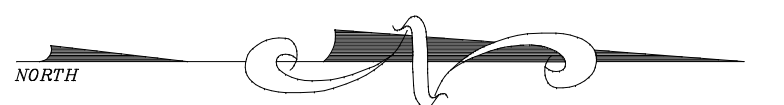
CONTAINING 115 SQUARE FEET MORE OR LESS

LEGAL DESCRIPTION OF ACCESS EASEMENT

FROM SAID POINT 'B' AND RUNNING THENCE NORTH 28°19'02" WEST 20.48 FEET; THENCE NORTH 61°40'58" EAST 31.80 FEET TO THE WESTERLY RIGHT OF WAY OF SAN BENITO AVE; THENCE SOUTH 28°19'02" EAST 15.00 FEET; THENCE SOUTH 61°40'58" WEST 16.80 FEET; THENCE SOUTH 28°19'02" EAST 25.50 FEET TO THE NORTHWESTERLY LINE OF SAID UTILITY EASEMENT; THENCE SOUTH 61°40'58" WEST 6.20 FEET TO THE NORTHEASTERLY LINE OF SAID FIBER HUT EASEMENT; THENCE ALONG SAID FIBER HUT EASEMENT NORTH 28°19'02" WEST 20.00 FEET; THENCE SOUTH 61°40'58" WEST 8.80 FEET TO THE POINT OF BEGINNING

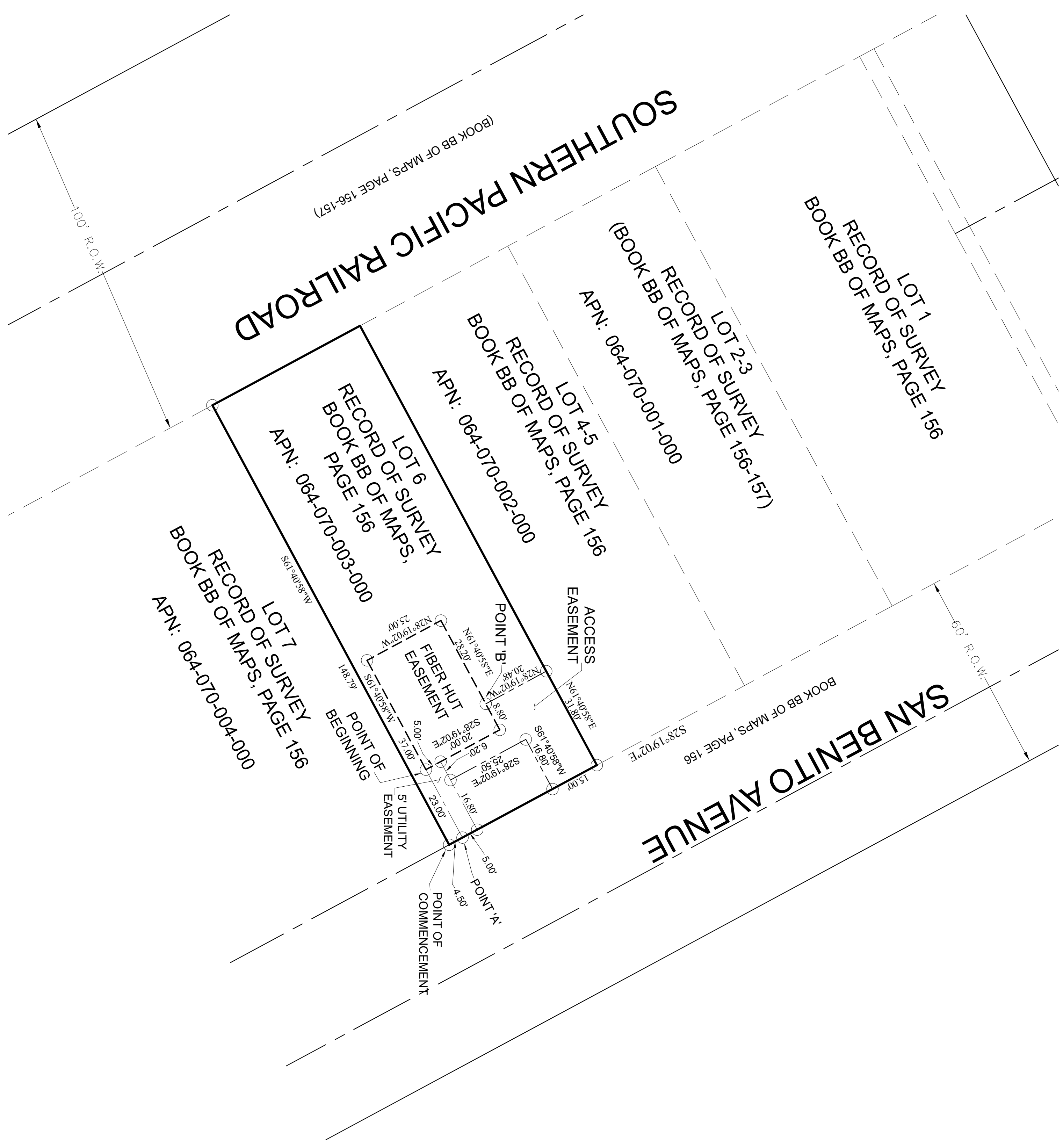
CONTAINING 683 SQUARE FEET MORE OR LESS

EXHIBIT "A" - PAGE 2



SCALE 1" = 20'

- LEGEND**
- BOUNDARY LINE
 - - - ADJACENT BOUNDARY
 - - - FIBER HUT EASEMENT
 - - - UTILITY EASEMENT
 - - - ACCESS EASEMENT
 - DIMENSION POINT



THE PERMANENT FIBER HUT EASEMENT, UTILITY EASEMENT AND ACCESS EASEMENTS ARE DESCRIBED AS INITIALLY INSTALLED HERUNDER, THE APPROXIMATE LOCATION OF FACILITIES ARE SHOWN BELOW AND DESCRIBED:

LEGAL DESCRIPTION OF FIBER HUT EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6 AS SHOWN UPON THE MAP RECORDED IN BOOK BB OF MAPS PAGE 156, TEHAMA COUNTY RECORDS AND RUNNING THENCE
 NORTH 28°19'02" WEST 4.50 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "A"; THENCE
 SOUTH 61°40'58" WEST 23.00 FEET TO THE POINT OF BEGINNING; THENCE
 SOUTH 61°40'58" WEST 37.00 FEET; THENCE
 NORTH 28°19'02" WEST 25.00 FEET; THENCE
 NORTH 61°40'58" EAST 28.20 FEET TO A POINT HEREIN FOR CONVENIENCE CALLED POINT "B"; THENCE CONTINUING
 NORTH 61°40'58" EAST 8.80 FEET;
 SOUTH 28°19'02" EAST 20.00 FEET; THENCE CONTINUING
 SOUTH 28°19'02" EAST 5.00 FEET TO THE POINT OF BEGINNING
 CONTAINING 925 SQUARE FEET MORE OR LESS

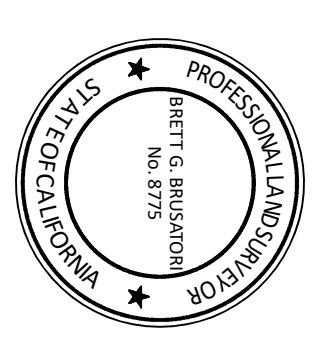
LEGAL DESCRIPTION OF 5' UTILITY EASEMENT

FROM SAID POINT "A" AND RUNNING THENCE
 SOUTH 61°40'58" WEST 23.00 FEET; THENCE
 NORTH 28°19'02" WEST 5.00 FEET TO THE EASTERLY SIDE OF SAID FIBER HUT EASEMENT; THENCE
 NORTH 61°40'58" EAST 6.20 FEET; THENCE
 NORTH 61°40'58" EAST 16.80 FEET TO THE WESTERLY RIGHT OF WAY OF SAN BENITO AVE; THENCE
 SOUTH 28°19'02" EAST 5.00 FEET TO THE POINT OF BEGINNING
 CONTAINING 115 SQUARE FEET MORE OR LESS

LEGAL DESCRIPTION OF ACCESS EASEMENT

FROM SAID POINT "B" AND RUNNING THENCE
 NORTH 28°19'02" WEST 20.48 FEET; THENCE
 NORTH 61°40'58" EAST 31.80 FEET TO THE WESTERLY RIGHT OF WAY OF SAN BENITO AVE; THENCE
 SOUTH 28°19'02" EAST 15.00 FEET; THENCE
 SOUTH 61°40'58" WEST 16.80 FEET; THENCE
 SOUTH 28°19'02" EAST 25.50 FEET TO THE NORTHWESTERLY LINE OF SAID UTILITY EASEMENT; THENCE
 SOUTH 61°40'58" WEST 6.20 FEET TO THE NORTHEASTERLY LINE OF SAID FIBER HUT EASEMENT; THENCE ALONG SAID FIBER HUT EASEMENT
 NORTH 28°19'02" WEST 20.00 FEET; THENCE
 SOUTH 61°40'58" WEST 8.80 FEET
 TO THE POINT OF BEGINNING
 CONTAINING 683 SQUARE FEET MORE OR LESS

BRETT BRUSATORI, PLS 8775



Brusatori
 Land Surveying
 (209) 304-7262

Revisions			
No.	Description	By	Date
1	REVISED EASEMENT SIZE	BLS	08/25/2025

SITE NAME:
 TEHAMA COUNTY LOC 4

SURVEY MAP

LOT 6
 BOOK BB OF MAPS PAGE 156

Project 2023 - AMADOR 2	Drawn by: GS	Date: 06/02/2025
	Checked by: BLS	Sheet 1 OF 1

This is to certify that the interest in real property conveyed by the Easement Deed dated _____ from the County of Tehama to Golden State Connect Authority, a governmental agency, is hereby accepted by order of the Board of Directors of Golden State Connect Authority on _____, and Golden State Connect Authority consents to recordation thereof by its duly authorized officer.

Dated _____ By _____
Secretary, Golden State Connect Authority
Board of Directors

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.

On _____, 200__, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Signature of Notary Public)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLDEN STATE CONNECT AUTHORITY
AND
COUNTY OF TEHAMA
REGARDING
THE CONSTRUCTION, IMPROVEMENT, OPERATION, AND MAINTAINANCE
OF BROADBAND INTERNET ACCESS SERVICE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated September 30, 2025 and made between **GOLDEN STATE CONNECT AUTHORITY** (“GSCA”) and **COUNTY OF TEHAMA** (“County”). This MOU is made in reference to the following facts:

RECITALS:

- (a) GSCA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code. Under that certain *Golden State Connect Authority Joint Exercise of Powers Agreement*, GSCA is authorized to establish and operate programs and projects to facilitate the provision and expansion of broadband internet access service in rural communities, and to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service.
- (c) County is a political subdivision of the State of California, and a full Member of GSCA. County is authorized to acquire, construct, improve, and maintain broadband infrastructure and operate broadband internet access service under Government Code section 26231.
- (d) GSCA proposes to finance, construct, own, operate, and maintain an open access broadband internet access service network, in the same manner as a municipal utility. A portion of the proposed network will be located within the unincorporated area of County.
- (e) County desires to promote and facilitate the construction and operation of GSCA's proposed network, which will serve the public purposes of County, and provide significant benefits for County residents.
- (f) Under the Joint Exercise of Powers Act (Gov. Code, §§ 6500 et seq.), GSCA and County (collectively, the “Parties”) are authorized to enter into an agreement to jointly exercise any power common to both entities. Government Code section 6504 further provides that the “personnel, equipment or property of one or more of the parties to the agreement” may be contributed for the purpose set forth in the agreement.

THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by Government Code sections 6500 et seq. and 26231.
3. No Separate Entity. This MOU does not create an agency or entity that is separate from the parties to the agreement.
4. Irrevocable License. Pursuant to Government Code section 6504, the County hereby contributes the following property interests to GSCA in furtherance of public purposes of this MOU:
 - a. GSCA is hereby granted a license to construct, improve, operate, and maintain fiber-optic lines and other broadband infrastructure, with the necessary appurtenances, across, along, in, under, over, or upon any road, street, alley, avenue, or highway, and across, under, or over any railway, canal, ditch, or flume which the route of such works intersects, crosses, or runs along, or any utility easement, owned by or otherwise under the possession, control, or jurisdiction of County (collectively, "County Rights-of-Way"). This license shall survive withdrawal of County from GSCA or termination of this MOU, and shall be irrevocable with respect to any broadband infrastructure financed or constructed in reliance upon such license.
 - b. Construction of broadband infrastructure under this license shall be contingent upon obtaining an encroachment permit or similar authorization from County, as provided in Section 5, which shall not be unreasonably withheld, conditioned, or delayed.
 - c. Except as provided in Section 5, this license and the exercise of GSCA's rights hereunder shall be without cost to GSCA.
 - d. This license shall have the same terms and conditions as the franchise granted to municipal corporations under Article 3 (commencing with Section 10101) of Chapter 1 of Division 5 of the Public Utilities Code, to the extent not inconsistent with the terms of this MOU.
 - f. GSCA shall not permit any third party to construct, install, or otherwise place physical infrastructure within County Rights-of-Way, including without limitation installation of fiber optic cable owned by such third party within conduit belonging to GSCA, without the express written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. County may impose upon such third party any fees or charges otherwise authorized by law in connection with the placement of physical infrastructure owned by the third party within County Rights of Way. GSCA's grant to any third party of the right to use physical infrastructure owned by GSCA, including without limitation authorizing Internet Service Providers to offer service to customers

over GSCA's proposed network, or the lease of "dark fiber" owned by GSCA to a third party, shall not constitute placement of physical infrastructure by such third party for purposes of this paragraph.

- e. The property interests contributed to GSCA under this MOU are in addition to, and do not diminish, the rights, if any, possessed directly by GSCA under Article 3 (commencing with Section 10101) of Chapter 1 of Division 5 of the Public Utilities Code.

5. Encroachment Permits.

- a. County shall collaborate with GSCA in good faith to streamline issuance of any permits or authorizations necessary for construction, improvement, or maintenance of broadband infrastructure as set forth in Section 4.
- b. Any fees charged in connection with such permit or authorization shall not exceed the reasonable costs to process and issue the permit. No rent, license fee, franchise fee, or other recurring fee or charge shall be imposed for such permit or for use of the right-of-way or utility easement.
- c. Such permits or authorizations may be subject to those conditions determined necessary by County to afford security for life and property, provided that County shall collaborate with GSCA in good faith to reduce the costs of compliance with any such conditions to the greatest extent practicable.

6. Fiber Huts. County shall collaborate with GSCA in good faith to identify appropriate locations on public property for ancillary broadband network equipment (i.e., "fiber huts"), and shall exercise its best efforts to make such locations available for use by GSCA at no cost. Any lease, easement, permit, or other authorization to place a fiber hut on property owned or controlled by County may include restrictions on subleasing or third-party usage, as agreed by the parties thereto.

7. Equal Benefits/Me-Too Clause. Notwithstanding any other provision of this MOU, in the event that, during the term of this MOU, GSCA enters into an agreement with any other GSCA Member county in connection with the construction or operation of GSCA's network within that county, which provides economic benefits greater than those provided to County under this MOU, including without limitation payment of franchise fees or similar ongoing charges, or payment for the placement of fiber huts on county property, GSCA shall provide the same economic benefits to County. GSCA shall notify County within thirty (30) days of executing such an agreement, and the parties shall thereafter meet and confer in good faith regarding amendments to this MOU to implement the additional economic benefits.

8. Cooperation and Assistance. Upon request by GSCA, County shall cooperate with GSCA to review plans for the proposed network

infrastructure in order to identify any potential constraints to the timely and efficient construction and operation of the network. GSCA may additionally request the assistance of County staff or the temporary use of County property to facilitate the construction or operation of the proposed network. GSCA shall reimburse County for the actual and reasonable cost incurred in providing cooperation and assistance under this section, to the extent that such costs are not recovered through fees paid by GSCA in accordance with Section 5.b.

8. Grant-Related Services. Upon mutual agreement of the Chief Administrator of County and GSCA's Executive Director, GSCA may provide consulting or administrative services to County to facilitate implementation of any federal or state grants received by County relating to broadband services. County shall use its best efforts to include the reasonable costs of GSCA's services within the grant, and shall reimburse those amounts to GSCA from grant funds to the extent allowed by the grant.
9. Lead Agency. Pursuant to California Code of Regulations section 15051, subdivision (d), the parties hereby designate GSCA as the lead agency for purposes of the California Environmental Quality Act with respect to this Memorandum of Understanding and any construction, improvement, operation, or maintenance of broadband internet access service undertaken in accordance herewith.
10. No Commitment to Construct or Operate. No provision of this MOU shall be construed to obligate GSCA to finance, construct, or operate any broadband infrastructure within or outside County, or to provide any broadband services at any time. Moreover, neither party has definitely committed itself to the construction or operation of the proposed broadband network as a whole or to any particular features, so as to effectively preclude any alternatives or mitigation measures, including the alternative of not going forward with the project.
11. Compliance with Law. GSCA and County shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.
12. Independent Contractor. GSCA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU 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 GSCA performs the services which are the subject matter of this contract. GSCA staff performing services under this MOU not be deemed employees of County for any purpose.
13. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to

Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:

- a. GSCA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSCA, or any person employed by or under GSCA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.
 - b. County shall hold harmless, defend, and indemnify GSCA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSCA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSCA.
14. Insurance. GSCA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers with an 'A' rating or better. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
 15. No Third Party Beneficiary. Nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
 16. Authorization. Each party executing this MOU and each person executing this MOU 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 purporting to act.
 17. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms

of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.

18. Governing 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 Sacramento County, California.

19. Term and Termination.

a. This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall remain in effect until terminated in accordance with this section.

b. Either Party may terminate this MOU by giving at least ninety (90) calendar days' written notice to the other Party, subject to Section 4.a.

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

GSCA: Golden State Connect Authority
Attn: Executive Director
1215 K Street, Suite 1650
Sacramento, CA 95814

County: County of Tehama
Attn: Chief Administrator
727 Oak St.
Red Bluff, CA 96080

IN WITNESS WHEREOF, GSCA and County have executed this Memorandum of Understanding on the day and year set forth below.

Date: _____

GOLDEN STATE CONNECT AUTHORITY

By: _____
Executive Director

Date: _____

COUNTY OF TEHAMA

By: _____
Chair, Board of Supervisors

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Golden State Connect

Contract Description: For the purpose of the Golden State Connect
Authority Joint Exercise of Powers Agreement

APPROVED AS TO FORM:



Date: 9/22/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

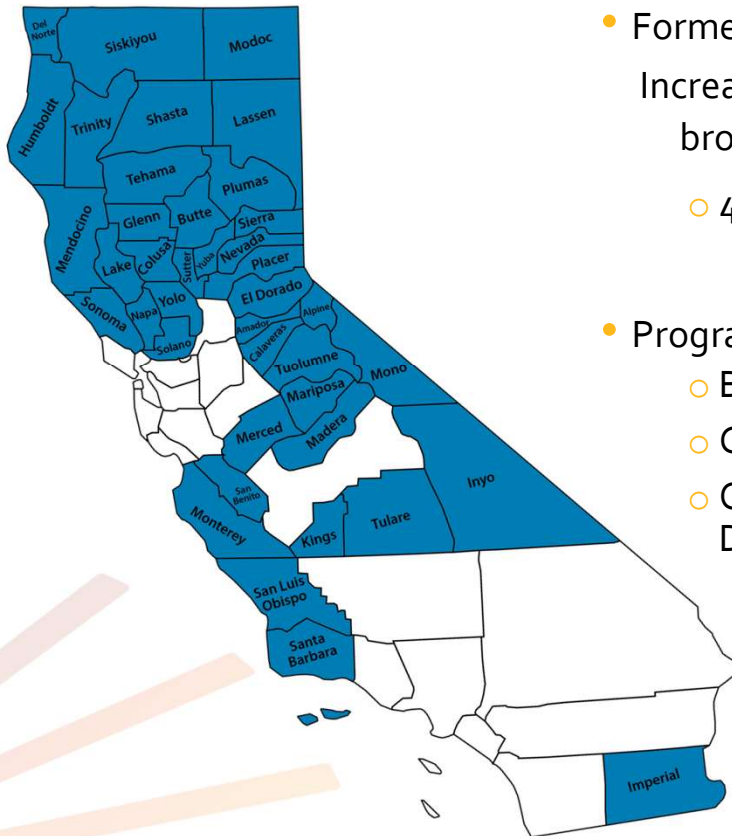


GOLDEN STATE
FIBER

Tehama County
BOARD PRESENTATION

September 2025

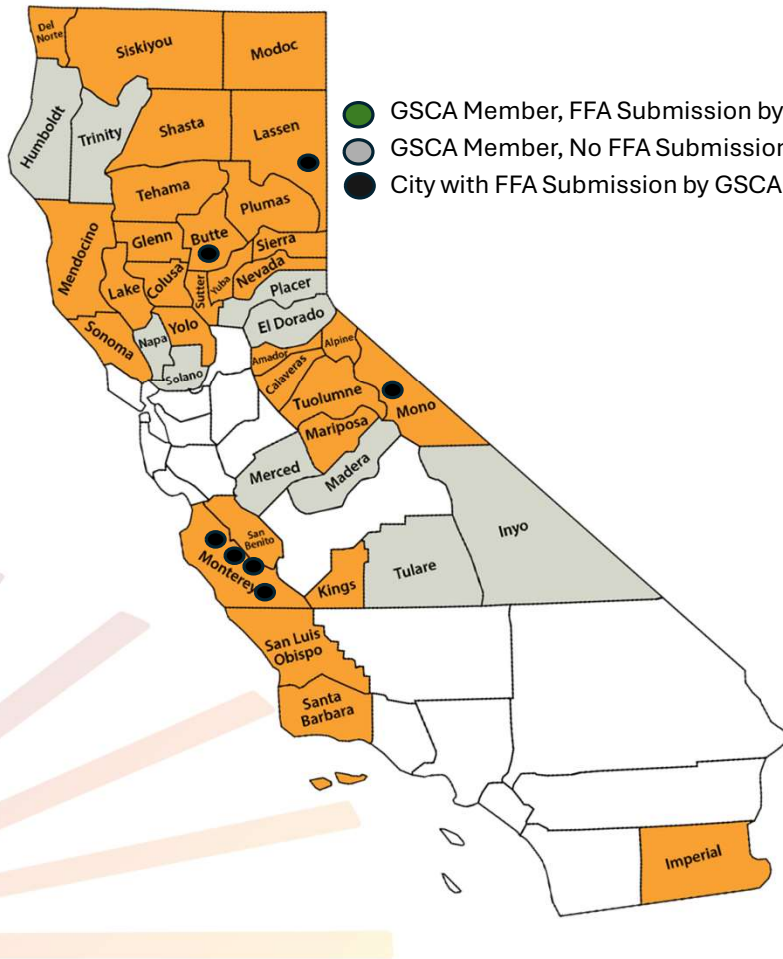
GOLDEN STATE CONNECT AUTHORITY



- Formed Joint Powers Authority (Dec. 2021)
Increase access to reliable, affordable, high-speed broadband for all rural Californians
 - 40 Member Counties
- Program of Work Includes:
 - Broadband Strategic Planning
 - Capacity Building, Information Sharing
 - Open Access Municipal Broadband Deployment

GOLDEN STATE CONNECT AUTHORITY

ROUND 1 – CPUC FEDERAL FUND ACCOUNT LAST MILE AWARDS



Imperial County	\$13,834,949
Alpine County	\$ 6,985,978
Mammoth Lakes	\$ 4,158,014
Mono County	\$ 6,074,134
Amador County	\$57,180,300
Tehama County	\$74,798,880
Glenn County	<u>\$22,351,876</u>
Total	\$185,384,131*

*Plus additional \$100 million in bonds

Calaveras County	Inyo County
Monterey County	Trinity County

GOLDEN STATE FIBER – PROJECT PARTNERS

Introductions – Golden State Fiber, UTOPIA Fiber, Tilson Technology



A division of Golden State Connect Authority, a Joint Powers Authority (JPA) established in December 2021, at the strategic direction of the Rural County Representatives of California (RCRC) Board of Directors. Members comprised of 40 rural California counties.

Golden State Fiber represents the open access, last mile, fiber deployment program implemented under Golden State Connect Authority.



Created and governed by a group of Utah cities, the Utah Telecommunication Open Infrastructure Agency (UTOPIA) is a community-owned, open access, fiber network.

Since 2009, UTOPIA Fiber has successfully designed, built, and operated nearly \$600 million worth of fiber projects, with thousands of miles of fiber cable installed.

Currently the largest open access municipal network in the US.



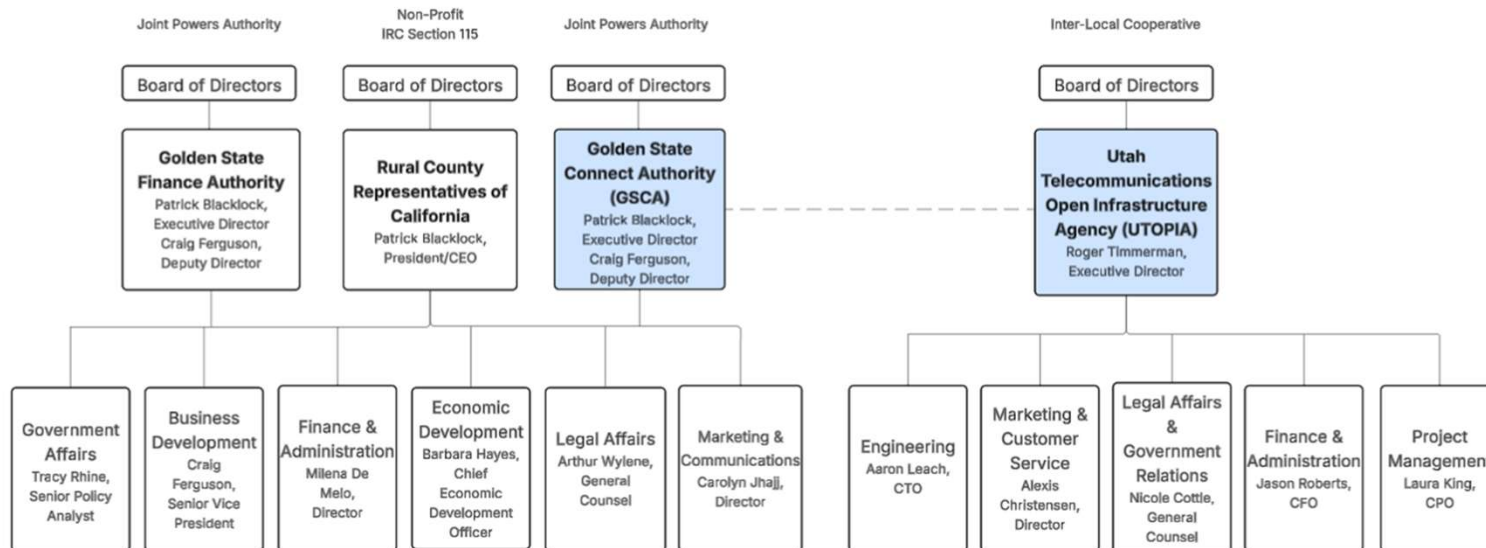
Since 1996, Tilson Technology has provided a full range of telecommunications services to public and private sector clients seeking to improve their information and communications infrastructure.

Tilson has been a partner with Golden State Connect Authority and UTOPIA Fiber on completion of 39 Local Agency Technical Assistance (LATA) grants resulting in low level network designs.



GOLDEN STATE FIBER – DISCUSSION OF ROLES

- ❖ Golden State Connect Authority will finance, construct, own, operate, and maintain the Golden State Fiber network.
- ❖ UTOPIA Fiber is Operational Partner to Golden State Connect Authority for implementation of Golden State Fiber projects across California.



1a: Open Access Introduction

Often compared to airports supporting multiple competing airlines with shared public infrastructure



BENEFITS OF GOLDEN STATE FIBER OPEN ACCESS, LAST MILE, MUNICIPAL FIBER NETWORK

- ❖ All providers run on the same infrastructure – one-time capital investment
- ❖ More competition equals lower prices
- ❖ Creates choice for the customer
- ❖ Installation times are greatly reduced
- ❖ Local providers can expand service areas previously limited by their own capital investment
- ❖ Focus on community benefit – what is best for customer and community
- ❖ Access to fiber available for every address in project area
- ❖ Designed and built to offer Gig Speed options
- ❖ Fiber infrastructure is limitless – future-proof

GOLDEN STATE FIBER PROJECT AREA COMMITMENTS



Golden State Fiber network will be 100% fiber to the address. Opportunity for alternative technologies to tier off around edges.



Golden State Fiber network will serve 100% of the locations in the project area. This includes service to multiple dwelling units.



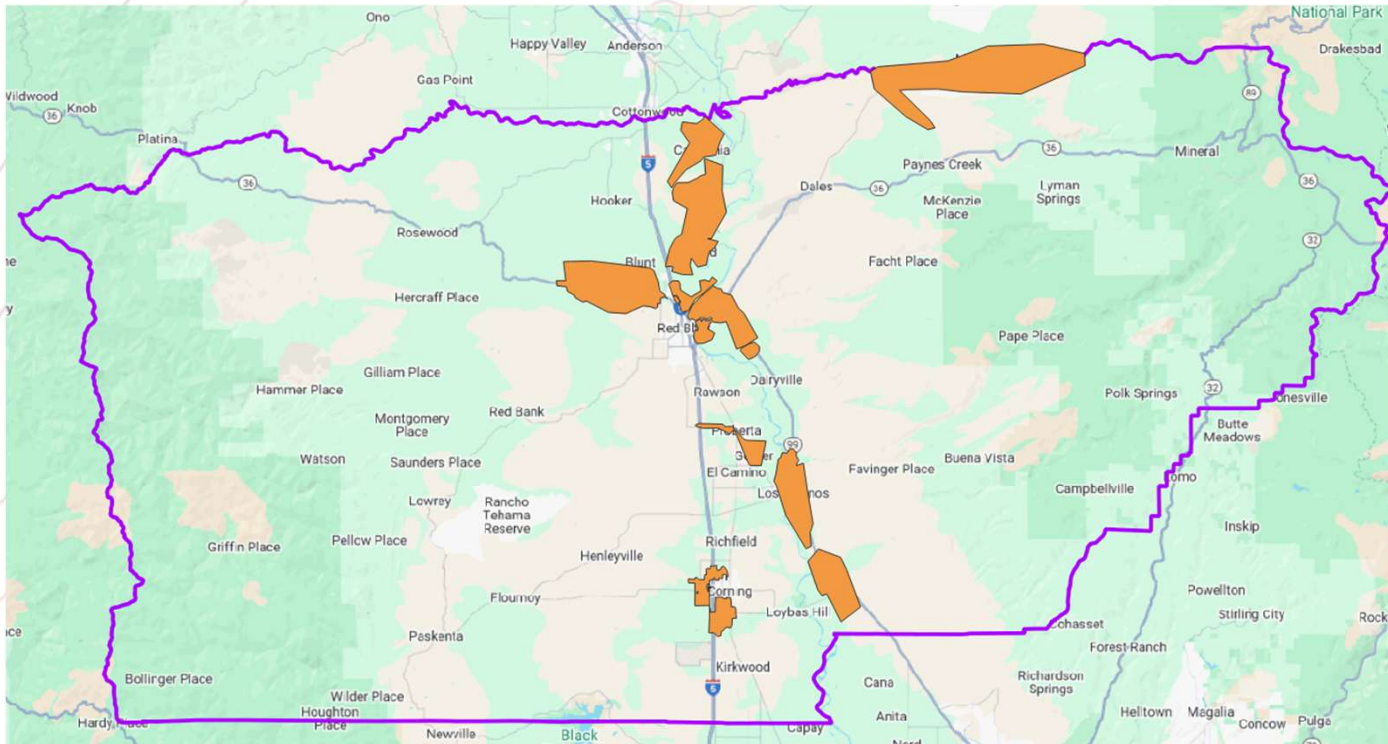
Golden State Fiber network will offer minimum 100/100 Mbps symmetrical service and up to Gig service for residential and 10 Gig service for businesses.



Golden State Fiber network customer service will exceed expectations. This is key to program success.

Tehama County
PROJECT AREA

TEHAMA BROADBAND DESIGN – PROJECT OVERVIEW



Total FFA Award	Phase 1 Design (Completed LATA)	Phase 2 Design (On Deck)
12 project areas	1 ½ project areas	10 ½ project areas



TEHAMA BROADBAND DESIGN – MIDDLE MILE

Delivery Methods

Purchase

Purchase

Joint Build

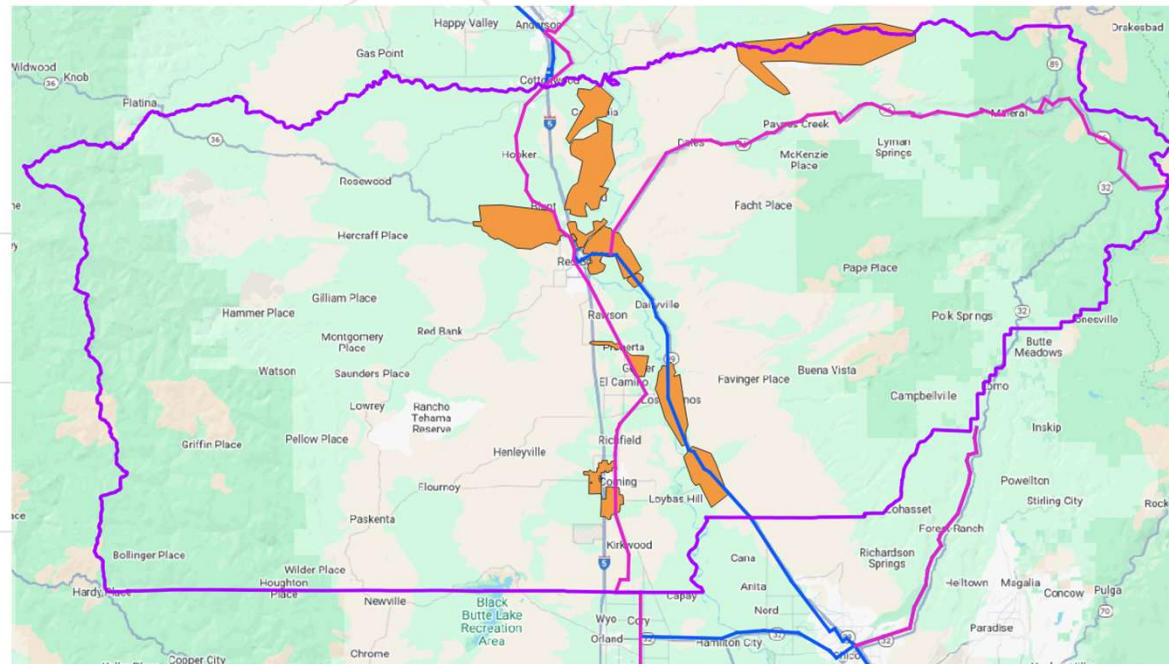
Joint Build

Lease

Lease

Caltrans Construction

Caltrans Construction



Mile Summary	
Total Miles	135.2
Purchase Miles	0.0
Joint Build Miles	106.5
Lease Miles	28.7
Caltrans Construction Miles	0.0

4/28/25 data reflected
State Middle-Mile Network Map



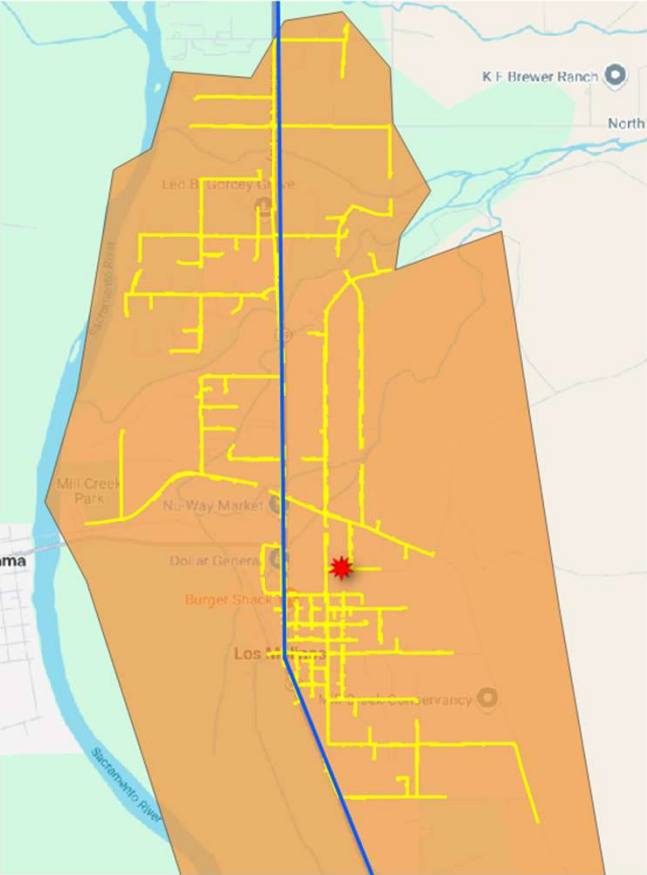
TEHAMA BROADBAND DESIGN – PHASE 1 – PART 1

FUNDED BY LATA GRANTS

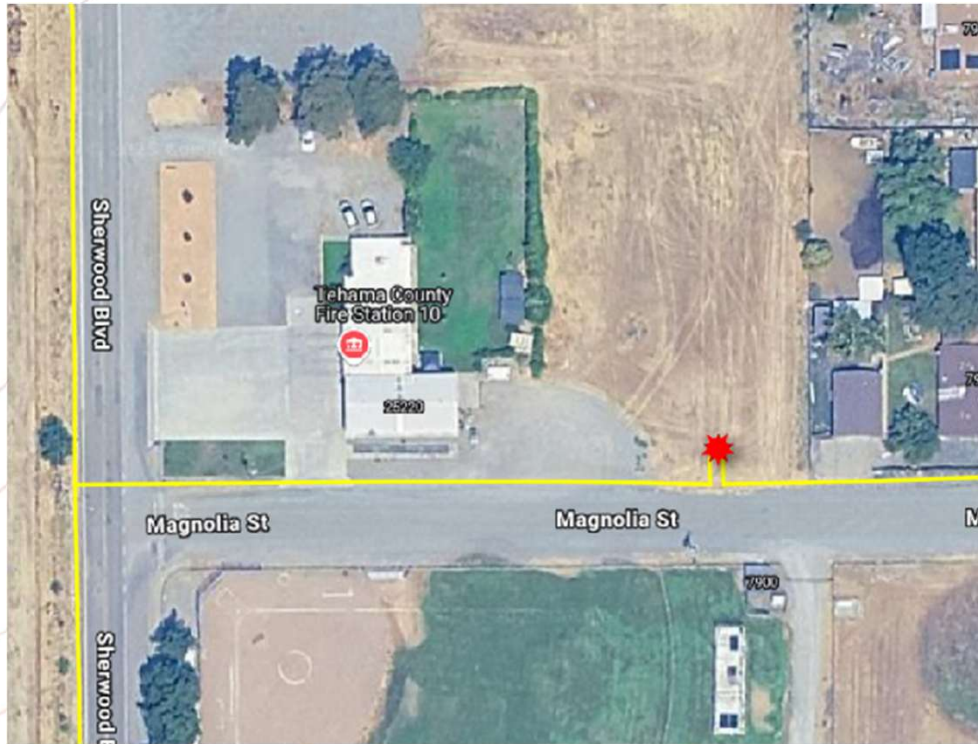
LATA PHASE 1 DESIGN AREA

- Los Molinos
- ~27 miles
- 1,148 BSL
- 1 HUT location

- State Middle Mile
- Construction Path
- LLD HUT locations
- FFA Grant Awarded Areas



TEHAMA BROADBAND DESIGN – PHASE 1 – HUT LOC 3



Project Area	LOC	Location Type	LAT	LONG	Landowner	Power Company	Natural Gas Company	Propane Gas Company	Note
Tehama County	LOC 3	Hut	40.02655	-122.095151	Tehama County	Pacific Gas and Electric	Not Available	TBD	Fire Department

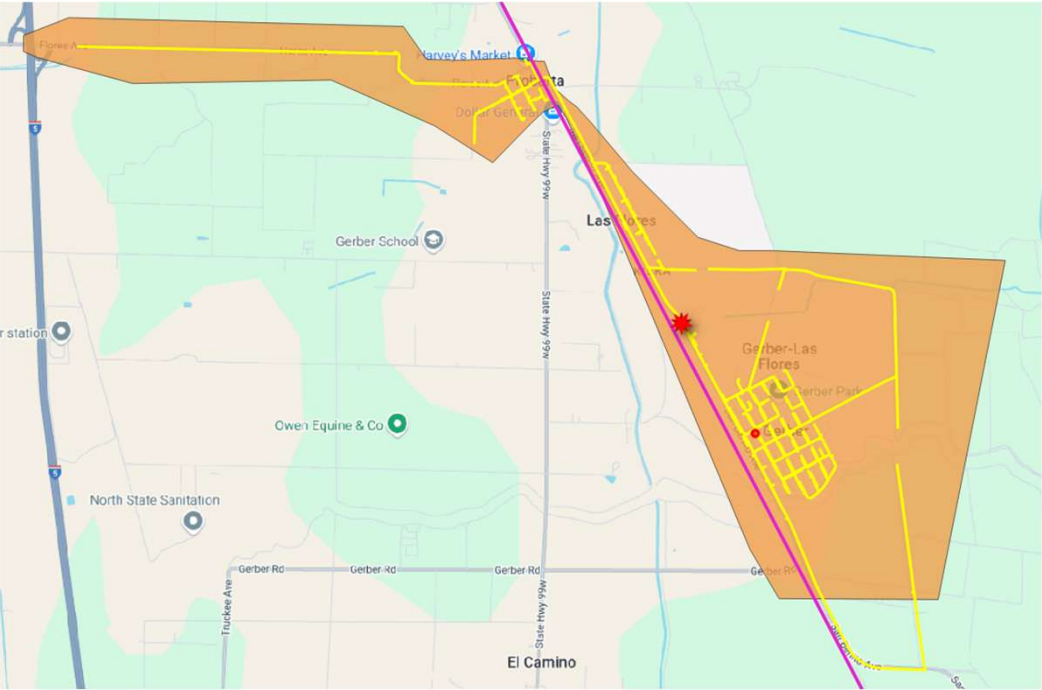
TEHAMA BROADBAND DESIGN – PHASE 1 – PART 2

FUNDED BY LATA GRANTS

LATA PHASE 1 DESIGN

- Gerber/ Proberta
- ~17.5 miles
- 581 BSL
- 1 HUT location

- State Middle Mile
- Construction Path
- LLD HUT locations
- FFA Grant Awarded Areas



TEHAMA BROADBAND DESIGN – PHASE 1 – HUT LOC 4



Project Area	LOC	Location Type	LAT	LONG	Landowner	Power Company	Natural Gas Company	Propane Gas Company
Tehama County	LOC 4	Hut	40.064675	-122.158076	Tehama County	Pacific Gas and Electric	Pacific Gas and Electric	N/R

Hut Construction

Pictures of hut construction process



Bond Issuance Overview

- Golden State Connect Authority (GSCA) is issuing tax-exempt revenue bonds to fund high-speed fiber-optic broadband infrastructure.
- Bonds cover ~30% of project costs; ~70% funded by Federal Funding Account (FFA) grants.
- Bonds are not backed by County taxes or obligations.
- GSCA manages construction, operations, and ISP partnerships.

Bond Issuance Details

- Issuer: GSCA, a joint powers authority of 40 rural California counties.
- Repayment Source: Revenues from broadband services.
- Security: Loan Loss Reserve Program award from CPUC enhances creditworthiness.
- Legal Requirement: Public hearing and finding of significant public benefit.
- County Role: Approval is formal acknowledgment, not financial commitment.

Next Steps and Community Benefits

- Reliable, high-speed internet access for residents and businesses.
- Open-access model promotes competition and affordability.
- No financial burden on the County—GSCA handles all costs and operations.
- **Next Steps:** Approve bond issuance, easements, and MOU.

**We Look Forward To Serving
Your Community**



Advertising Order Confirmation

Red Bluff Daily News

09/23/25 4:04:39PM

Page 1

PO Box 885, Red Bluff, CA 96080 ☐ 530-737-5046 ☐ Adjudicated 1955 - No. 9670

Ad Order Number

0006922209

Customer

TEHAMA COUNTY ADMINISTRATION

Payor Customer

TEHAMA COUNTY ADMINISTRATION

PO Number

Sales Representative

House NVRB

Customer Account

2123816

Payor Account

2123816

Ordered By

Order Taker

Susan Fullbright

Customer Address

727 OAK ST
RED BLUFF, CA 96080

Payor Address

727 OAK ST
RED BLUFF, CA 96080

Customer Fax

Order Source

Select Source

Customer Phone

530-527-4655 x 3008

Payor Phone

530-527-4655 x 3008

Customer EMail

accounting@tehamaso.org

Current Queue

Ready

Invoice Text

Ordered on 9/22/25 by Ashley King

Tear Sheets

0

Affidavits

0

Blind Box

Materials

Promo Type

Special Pricing

Advertising Order Confirmation

Red Bluff Daily News

09/23/25 4:04:39PM
Page 2

PO Box 885, Red Bluff, CA 96080 ☐ 530-737-5046 ☐ Adjudicated 1955 - No. 9670

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u>	<u>Production Notes</u>
0006922209-01	2 X 72 Li				AdBooker	

<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u>	<u>Released for Publication</u>
		Legal Liner	

NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN pursuant to Section 6586.5 of the California Government Code, that on Tuesday, September 30, 2025; at the hour of 10:00 a.m., or as soon thereafter as the matter may be heard, the County of Tehama will conduct a public hearing at the Board 727 Oak Street, Red Bluff CA 96080, to consider the following matter:

Should the Board of Supervisors approve the financing of the construction of a high-speed fiber-optic network (the "Project") through the issuance of the Bonds by the Golden State Connect Authority (the "Authority") and find that this method of financing will affect the significant public benefits of the type described in Section 6586(a) of the Government Code.

All interested people are invited to present their views and comments on this matter. Written statements may be filed with the Clerk of the Board at any time prior to the close of the hearing scheduled herein, and oral statements may be made at said hearing.

Information or questions regarding this item should be referred to Gabriel Hydrick, County Administrator at 530-527-4655.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Clerk of the Board, 633 Washington Street, Room 12, Red Bluff, CA, 96080, at or prior to the close of the public hearing. 9-25/25

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
Red Bluff Daily News	Legals CLS NC	Notice of Hearing NC - 1076~	09/25/25	1

Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
77.39	0.00	77.39	0.00	\$77.39

Advertising Order Confirmation

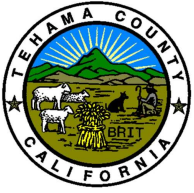
Red Bluff Daily News

09/23/25 4:04:39PM

Page 3

PO Box 885, Red Bluff, CA 96080 ☐ 530-737-5046 ☐ Adjudicated 1955 - No. 9670

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.



Tehama County

Agenda Request Form

File #: 25-1679

Agenda Date: 9/30/2025

Agenda #: 14.

BOARD OF SUPERVISORS

Requested Action(s)

a) Appointment of Supervisor Burroughs to the Public Safety Tax Initiative Ad Hoc

Financial Impact:

No financial impact.

Background Information:

On 9/16/25, Supervisor Jones requested in Future Agenda Items that Supervisor Burroughs be appointed to the Public Safety Tax Initiative Ad Hoc with Supervisor Hansen agreeing to step down from the Ad Hoc.



Tehama County

Agenda Request Form

File #: 25-1674

Agenda Date: 9/30/2025

Agenda #: 15.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government code 54956.95

Claimant: Chang Vang

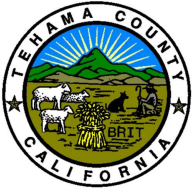
Agency claimed against: Tehama County

Financial Impact:

None.

Background Information:

None.



Tehama County

Agenda Request Form

File #: 25-1675

Agenda Date: 9/30/2025

Agenda #: 16.

CLOSED SESSION

Requested Action(s)

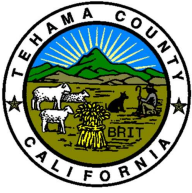
a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Depree v. County of Tehama, et al., United States District Court, Eastern District of California, Case No. 2:22-cv-01462-TLN-DMC (Discussion and possible action relative to existing litigation.)

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

[Click here to enter Background Info.](#)



Tehama County

Agenda Request Form

File #: 25-1474

Agenda Date: 9/30/2025

Agenda #: 17.

ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Ron Robbins

Requested Action(s)

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

Financial Impact:

Pursuing assessment and collection of liens arising from unpaid administrative penalties will facilitate the Department's compliance with Chapter 10.16 of the Tehama County Code and Government Code Section 53069.4.

Background Information:

Tehama County Code Enforcement conducted an inspection of the Premises on February 6, 2025. The enforcing officer issued a Notice of Violation and Proposed Administrative Penalty("Notice") to the owner(s), and/or occupant(s) of the Premises on February 10, 2025 for a public nuisance under Chapter 10.16.

On April 11, 2025, Tehama County Code Enforcement sent an invoice requesting payment. No payments have been paid as of September 23, 2025.

Abatement of the nuisance was ordered as specified in the Notice.

On July 22, 2025 the Board continued the hearing to September 30, 2025.



**Notice of Hearing on Accounting for
Cost of Abatement and Cost of Administration;
Notice of Hearing on Report for
Amount of Administrative Penalty Due and Owing
(Tehama County Code Chapters 10.16)**

DATE OF NOTICE: 6/25/2025

Case No. CE-25-22

Property Owner Name and Last Known Address:

**Elsie Morgan, deceased
c/o Lynda Yanez
23150 Smith Ave.
Gerber, CA 96035**

Occupant:

All occupants at this site address

Site Address:

23150 Smith Ave., Gerber

Assessor's Parcel Number:

063-210-017

TO ALL PROPERTY OWNERS, TENANTS, OR OTHERS IN POSSESSION OF THE PREMISES IDENTIFIED AS:

23150 Smith Ave., Gerber

YOU ARE HEREBY NOTIFIED that Exhibit "A," attached hereto and incorporated herein, is a copy of the account and/or report pertaining to the property determined to be a nuisance & found in violation of Chapter 10.16 of the Tehama County Code. The amount is presently due and owing.

YOU ARE HEREBY NOTIFIED the Tehama County Board of Supervisors will review the account and/or report.

FAILURE TO APPEAR AT THE HEARING SCHEDULED ON:

DATE: 7/22/2025

TIME: 1:30 PM

ADDRESS: 727 Oak Street, Red Bluff, CA

WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINISTRATIVE COSTS. THE ENTIRE PENALTY AND INTERESTS MAY BE PROCESSED FOR A PERSONAL CIVIL JUDGEMENT, SEIZURE OF PERSONAL PROPERTY, PAY GARNISHMENT OR COORDINATION WITH FRANCHISE TAX BOARD AND OR INTERNAL REVENUE SERVICE.

If you require an interpreter, you are responsible for providing one for yourself

NOTICE IS FURTHER GIVEN:

Administrative Penalty:

YOU MAY APPEAR AT SAID DATE AND TIME TO BE HEARD. The property owner may also file a written objection with the Clerk of the Board of Supervisors stating a description of the property at issue and the grounds for such objection.

THE BOARD OF SUPERVISORS MAY ORDER THAT THE AMOUNT OF ADMINISTRATIVE PENALTY BE ENFORCED AS A LIEN AGAINST THE PREMISES AND THE LIEN WILL BE RECORDED AGAINST THE PREMISES. (TEHAMA COUNTY CODE SECTION 10.16.200, SUBD. (I))



**Notice of Hearing on Accounting for
Cost of Abatement and Cost of Administration;
Notice of Hearing on Report for
Amount of Administrative Penalty Due and Owing
(*Tehama County Code Chapters 10.16*)**

ONCE THE OBLIGATION IS SATISFIED, THE LIEN SHALL BE RELEASED. FAILURE TO ATTEND THE HEARING OR FILE A WRITTEN OBJECTION WITH THE CLERK OF THE BOARD OF SUPERVISORS WILL CONSTITUTE A FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES WITH RESPECT TO THE ADMINSTRATIVE PENALTIES.

NOTICE IS HEREBY GIVEN.

6/25/2025

Date of Service of Notice

Tehama County Clerk of the Board of Supervisors

Payments should be directed to: TEHAMA COUNTY ENVIRONMENTAL HEALTH
CODE ENFORCEMENT DIVISION
633 Washington Street, Room 36, Red Bluff, CA 96080
Phone: 530-527-8020 FAX: 530-527-6617

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020



Exhibit A

Code Enforcement Account Invoice

Account ID AR0003358	Date 4/10/2025
Invoice ID IN0012309	Invoice Total Due: \$ 3,000.00

TO: ELSIE MORGAN DECD, ELSIE INGRAM DECD
c/o LYNDA YANEZ
23150 SMITH AVE.
GERBER, CA 96035

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 063-210-017

Site Location: 23150 SMITH AVE. GERBER

Date	Program/Element	Description	Amount
------	-----------------	-------------	--------

Invoice #IN0012309 --- **Date of Invoice : 4/10/2025**

04/10/25	8116	CODE ADMINISTRATIVE PENALTIES	\$ 3,000.00
Penalties due for Public Nuisance. \$100.00 per day starting 2/21/25 through 3/22/25 30 days at \$100.00 per day = \$3,000.00			
Total Due for This Invoice:			\$ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's
check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid
pursuant to the laws applicable to civil judgments.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA MAKING THE DETERMINATION AND ORDERING THAT THE AMOUNT OF ADMINISTRATIVE PENALTY RELATING TO THE PUBLIC NUISANCE BE ENFORCED AS A LIEN AGAINST THE AFFECTED PROPERTY AND FURTHER ORDERING RECORDATION OF NOTICE OF ADMINISTRATIVE PENALTY LIEN, PURSUANT TO CHAPTER 10.16 OF THE TEHAMA COUNTY CODE AND GOVERNMENT CODE SECTION 53069.4

**Owner: Elsie Morgan, Deceased
c/o Lynda Yanez
Site Address: 23150 Smith Ave., Gerber
APN: 063-210-017
Code Case: CE-25-22**

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, the condition(s) occurring on the premises was determined to constitute a public nuisance; and

WHEREAS, in the event that the nuisance was not voluntarily abated, the County was authorized to impose a daily administrative penalty through the process set forth in Section 10.16.200 of the Tehama County Code; and

WHEREAS, the nuisance was not abated as ordered; and

WHEREAS, administrative penalty has been imposed for the public nuisance occurring on the property in accordance with the above-described process, and that determination has become final and conclusive; and

WHEREAS, the enforcing officer has kept an account of the amount of the administrative penalty imposed, and has rendered a report in writing to the Board of Supervisors showing the amount of administrative penalty, which is attached hereto as Exhibit "A"; and

WHEREAS, the total administrative penalty imposed is **\$3,000.00**; and

WHEREAS, the County made a demand on the property owner at least ninety (90) days prior to this Hearing for the amounts stated in Exhibit "A" to pay the County for the administrative penalty; and

WHEREAS, the County has not received payment in full from the property owner; and

WHEREAS, no timely appeal was filed with the Superior Court; and

WHEREAS, the Board of Supervisors is authorized to record Notice of Administrative Penalty Lien against the property pursuant to Government Code section 53069.4 and Tehama County Code section 10.16.200; and

Tehama County Environmental Health Department
633 Washington Street, Room 36
Red Bluff, CA 96080
530-527-8020



Exhibit A

Code Enforcement Account Invoice

TO: ELSIE MORGAN DECD, ELSIE INGRAM DECD
c/o LYNDA YANEZ
23150 SMITH AVE.
GERBER, CA 96035

Account ID	Date
AR0003358	4/10/2025
Invoice ID	Invoice Total Due
IN0012309	\$ 3,000.00

PAYMENT DUE IMMEDIATELY

You received this invoice because you were either the property owner, occupant or a person who caused, permitted, suffers or maintained, conducted, or otherwise suffered or allowed the violation to exist.

APN: 063-210-017

Site Location: 23150 SMITH AVE. GERBER

Date	Program/Element	Description	Amount
04/10/25	8116	CODE ADMINISTRATIVE PENALTIES	\$ 3,000.00
Penalties due for Public Nuisance. \$100.00 per day starting 2/21/25 through 3/22/25 30 days at \$100.00 per day = \$3,000.00			
Total Due for This Invoice:			\$ 3,000.00

Please make payments to Tehama County Environmental Health Code Enforcement
633 Washington Street, Room 36, Red Bluff, CA 96080 in the form of a cashier's
check or money order, no personal checks.

Interest shall accrue on any amounts due from the effective date until the date paid
pursuant to the laws applicable to civil judgments.

Exhibit "B"

Recording requested by and mail to:

Tehama County Department of Environmental Health, Code Enforcement 633 Washington St., Room 36 Red Bluff, CA 96080

NOTICE OF ADMINISTRATIVE PENALTY LIEN

Property Owner Name and Last Known Address:

XXXX
XXXX
XXXX

Site Address:

XXXX
XXXX
XXXX

Assessor's Parcel Number

#####

Date Penalty Began Accruing :

MM/DD/YYYY

Date Penalty Stopped Accruing:

MM/DD/YYYY

WHEREAS, Exhibit "A" attached hereto and incorporated herein is a legal description of the subject property ("Premises").

WHEREAS, in accordance with the procedures set forth in Chapter 10.16 of the Tehama County Code, a condition occurring on the Premises was determined to constitute a public nuisance, and an administrative penalty was imposed in the amount of \$#### per day.

WHEREAS, an administrative penalty accrued between MM/DD/YYYY through MM/DD/YYYY without abatement.

WHEREAS, on MM/DD/YYYY the County of Tehama made a demand that the administrative penalty in the sum of \$##### be paid immediately/by MM/DD/YYYY. The amount paid toward the total sum to date is: \$####.

WHEREAS, on MM/DD/YYYY, the Tehama County Board of Supervisors adopted Resolution No. ##### ordering that the penalty be enforced against the Premises and further ordering recordation of this Notice of Administrative Penalty Lien against the Premises, pursuant to Chapter 10.06 of the Tehama County Code and Government Code section 53069.4.

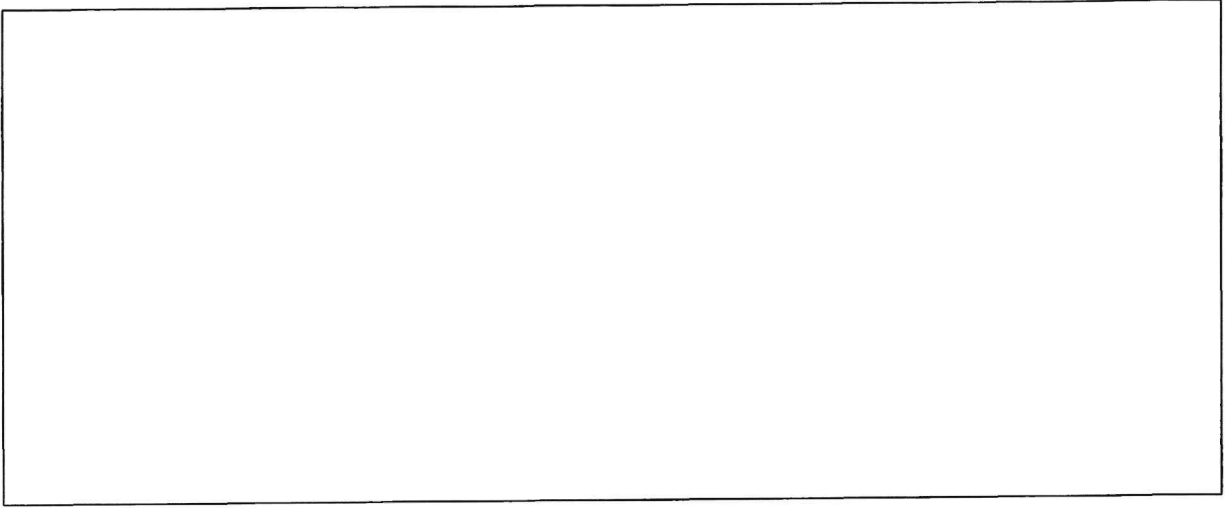
WHEREAS, the County of Tehama does hereby claim an Administrative Penalty Lien in the sum of \$####. The same shall be a lien on upon the Premises until the same has been paid in full and released of record.

NOTICE IS HEREBY GIVEN.

Date of Notice

Tim Potanovic, Enforcing Officer

EXHIBIT "A" - Legal Description of Premises



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 Tehama

On MM/DD/YYYY, before me, _____, the undersigned, a Notary Public in and for the State of California, personally appeared (NAME OF INDIVIDUAL SIGNING NOTICE OF LIEN) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to be within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for the State of California

TEHAMA COUNTY CODE ENFORCEMENT

633 Washington St., Room 36
Red Bluff, CA. 96080
Tehama County Courthouse Annex
Phone: (530) 527-8020
FAX (530) 527-6617

August 13, 2025

Elsie L Morgan Estate
c/o Lynda Yanez
23150 Smith Ave.
Gerber, CA 96035

RE: 23150 Smith Ave., Gerber

Dear Mr. Trumbo

Your hearing on July 22, 2025 was continued to:

Date: 9/30/2025

Time: 1:30 pm

Address: 727 Oak Street, Red Bluff, (Board of Supervisor's Chambers)

Sincerely,

A handwritten signature in blue ink that reads "Julie Benson".

Julie Benson

Code Compliance Coordinator