# TEHAMA COUNTY BOARD OF SUPERVISORS

William Moule, District 1
Candy Carlson, District 2
Pati Nolen, District 3
Matt Hansen, District 4, Vice Chair
John Leach, District 5, Chairman



Gabriel Hydrick Chief Administrator

Margaret Long County Counsel

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

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

# AGENDA FOR TUESDAY, OCTOBER 1, 2024

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

REMINDER - The October 15th meeting of the Board of Supervisors is cancelled pursuant to Board policy to cancel the meeting following a Monday holiday (Columbus Day).

# 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.

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:

Fire Committee (Standing) (Leach, Hansen)

Public Works Committee (Standing) (Leach, Nolen)

Veterans Halls Advisory Committee (Standing) (Carlson, Leach)

Rescue Act Ad Hoc Committee (Carlson, Moule)

**Public Safety Tax Initiative Working Group (Hansen, Moule)** 

Personnel Procedures & Guidelines Ad Hoc Committee (Hansen and Carlson)

#### 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 - 9/8/24 - 9/14/24

24-1567

2. AUDITOR'S CLAIM

24-1606

a) Court Operations, 2026-53221, John Hamel & Associates, \$2,400

#### 3. ADMINISTRATION

24-1525

- a) AGREEMENT Request approval and authorization for the Chair to sign the Agreement with Bowlin Investigations for the purpose of providing investigative services to indigent persons in Tehama County Courts for a term of 10/1/24 through 9/30/27 (subject to receipt of required insurance documentation)
  - 1) Shannon Bowlin Investigative Services in the amount of: \$42,000 per annum for the time period of 10/1/24 through 9/30/25; \$48,000 per annum for the time period of 10/1/25 through 9/30/26; \$48,000 per annum for the time period of 10/1/26 through 9/30/27

#### 4. ADMINISTRATION

24-1526

a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement with Ken Bowlin Investigations for the purpose of providing investigative services to indigent persons in Tehama County Courts for a term of 10/1/24 through 9/30/27: (subject to receipt of required insurance documentation)

1) Ken Bowlin - Investigative Services in the amount of: \$42,000 per annum for the time period of 10/1/24 through 9/30/25; \$48,000 per annum for the time period of 10/1/25 through 9/30/26; \$48,000 per annum for the time period of 10/1/26 through 9/30/27

# 5. CHILD SUPPORT SERVICES

24-1407

a) AGREEMENT - Request approval and authorization for the Chair and the Director to sign the Agreement with Peerless Building Maintenance Company, for the purpose of providing janitorial services at 1005 Vista Way Suite A, Red Bluff, with total maximum compensation not to exceed \$15,120, effective 11/1/24 and shall terminate 10/31/25

6. FIRE <u>24-1505</u>

- a) Request approval and authorization for the Fire Chief to accept grant funding in the amount of \$20,000 through the California Department of Forestry Volunteer Fire Capacity Grant to be used for the purchase of fire protection gear for Tehama County Volunteers
- b) AGREEMENT / RESOLUTION Request adoption of a resolution approving and authorizing the Fire Chief to execute Grant Agreement #7GF24318 with the Department of Forestry and Fire Protection relative to disbursement of Volunteer Fire Capacity funds for the maximum amount not to exceed \$20,000, effective upon the last signatory date, terminating 6/30/25

7. LIBRARY <u>24-1600</u>

a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement with Tehama County Department of Education, for the purpose of providing IT support for the Tehama County Library, at the rate of \$75 per hour, with maximum compensation not to exceed \$15,000, effective on 7/1/24, and shall terminate 6/30/25

8. LIBRARY <u>24-1601</u>

- a) Request approval and authorization for the County Librarian to sign Letter of Agency (LOA) to confirm Tehama County Library's participation in the Corporation for Education Network Initiatives in California (CENIC), effective 7/1/23 and shall terminate 6/30/28
- b) AGREEMENT Request approval and authorization for the County Librarian to sign Agreement between Tehama County Library and the Imperial County Office of Education for the provision, installation, and maintenance of advanced network (data) service, effective 3/1/24 until the termination of all services

#### 9. PERSONNEL / COUNTY COUNSEL

24-1586

a) OTHER THAN "A" STEP - Request approval to appoint the candidate as Office Manager II, Range 31, Step B, effective 10/1/24, or upon successful completion of all pre-employment requirements

10. PERSONNEL / PUBLIC GUARDIAN / PUBLIC ADMINISTRATION

24-1557

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Conservator/Public Guardian/Public Administrator, Range 33, Step B, upon successful completion of all pre-employment requirements

#### 11. APPROVAL OF MINUTES

**24-1678** 

a) Waive the reading and approve the minutes of the regular meeting held 9/10/2024

# **RECESS to convene as the Tehama County Air Pollution Control District**

#### **CONSENT AGENDA**

#### 12. APPROVAL OF MINUTES

24-1679

a) Waive the reading and approve the minutes of the regular meeting held 9/10/2024

#### 13. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT

24-1649

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign a Carl Moyer/FARMER Low-Emission Equipment Incentive Program Amendment No. 2 with Julissa Garcia (Misc Agree #2024-106 amended by Misc. Agree #2024-220) to decrease the maximum incentive amount from \$32,696 to \$29,522 and to change the minimum year usage from 200 hours to 170 and to increase the recapture amount from \$54.49/hr to \$57.88/hr

# **ADJOURN to reconvene as the Tehama County Board of Supervisors**

# **REGULAR AGENDA**

# 14. PUBLIC WORKS / PURCHASING- Director Jim Simon

24-1585

- a) Request approval of specifications for the purchase of two (2) new ¾ ton 4x2 Extended Cab Long Bed Pickup Trucks, one (1) new ½ ton 4x2 Extended Cab Standard Bed Pickup Truck, one (1) new ¾ ton 4x2 Extended Cab 4-Door Long Bed Pickup Truck with 8' Utility Bed and one (1) new ¾ ton 4x4 Extended Cab Long Bed Pickup Truck
- b) Request authorization for Purchasing to solicit bids for two (2) new ¾ ton 4x2 Extended Cab Long Bed Pickup Trucks, one (1) new ½ ton 4x2 Extended Cab Standard Bed Pickup Truck, one (1) new ¾ ton 4x2 Extended Cab 4-Door Long Bed Pickup Truck with 8' Utility Bed and one (1) new ¾ ton 4x4 Extended Cab Long Bed Pickup Truck with the bid opening set for 3pm on 10/15/24 at Tehama County Administration,727 Oak St., Red Bluff, CA 96080

# 15. PUBLIC WORKS - Director Jim Simon

24-1607

a) ROAD AGREEMENT - Request approval and authorization for the Director to sign the First Amendment Utility Agreement No. UA 21.003 PG, with Pacific Gas & Electric (PG&E) Company (Misc. Agree #2021-274) for the Evergreen Road Bridge Replacement Project increasing the compensation amount by \$41,274.94, totaling \$75,603.06, for relocation of utilities within the project area

#### 16. PUBLIC WORKS - Director Jim Simon

24-1634

a) ROAD AGREEMENT - Request approval and authorization for the Director to sign Amendment #4 to the Agreement with GHD, Inc. (Road Agree. #2018-16 as amended by Road Agree #2021-19, Road Agree. #2023-4 and Road Agree. #2023-29) to perform revised engineering design services for the 99W-South Main Street Project due to unforeseen subsurface utility conflicts and guardrail conditions, unsuitable subsurface soil conditions, additional contractor coordination meetings, and revised construction staging, thereby increasing the contract amount by \$90,596.25 for total maximum compensation not to exceed \$1,277,957.33

#### 17. RENT CONTROL STUDY SESSION

24-1568

a) STUDY SESSION - Request further Clarification and direction to staff regarding the potential imposition of rent control requirements upon mobile home parks within Tehama County

# 18. BUILDING / PLANNING / ENVIRONMENTAL HEALTH - Environmental Health Director Tia Branton

**24-1639** 

- a) ORDINANCE NO. 2140 Request adoption of an ordinance to implement the Tehama County Park Fire Urgency Ordinance relative to temporary housing for those displaced by the Park Fire
- 1) Waive the reading
- 2) Accept the introduction
- 3) Adopt the Ordinance

#### 19. BOARD OF SUPERVISORS

24-1680

a) Request ratification for the Chair to sign a letter to the President of the United States in support of a Presidential Major Disaster Declaration for the Park and Borel Fires

#### **FUTURE AGENDA ITEMS**

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

#### **CLOSED SESSION**

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

#### 20. CLOSED SESSION

24-1072

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

Title: Part One of the Tehama County Public Guardian/Public Administrator Annual Performance Evaluation Process

# 21. CLOSED SESSION

24-1420

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

Title: Part Two of the Tehama County Health Services Agency Director Annual Performance Evaluation Process

# 22. CLOSED SESSION

24-1596

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Kirk Oral Brown

Agency claimed against: Tehama County

#### 23. CLOSED SESSION

24-1603

a) CONFERENCE WITH LEGAL COUNSEL - INITIATED LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Ford v. County of Tehama, 24CI-000234

# 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.

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.

# 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

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

File #: 24-1567 Agenda Date: 10/1/2024 Agenda #: 1.

# GENERAL WARRANT REGISTER - 9/8/24 - 9/14/24

Requested Action(s)

**Financial Impact:** 

As listed.

**Background Information:** 

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUN	D - 101 - G	ENERAL FUND							
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	v7107	09/10/2024	108325	STAPLES ADVANTAGE	1041	53220	INV 6009799491	0.00	22.47
10100 10100 TOTAL CH	V7108 V7108 ECK	09/10/2024 09/10/2024		TEHAMA MOTOR PARTS TEHAMA MOTOR PARTS	1074 1074	53170 53170	689881 684022	0.00 0.00 0.00	70.84 6.98 77.82
10100 10100 10100 10100 TOTAL CH	V7116 V7116 V7116 V7116 ECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024	108325 108325	STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	2073 2061 2061 2061	53280 53140 53220 53220	LA 1054406/60096141 6009799509 6009799508 6009799510	0.00 0.00 0.00 0.00 0.00	21.41 109.78 514.88 268.34 914.41
10100 10100 TOTAL CH	V7117 V7117 ECK	09/13/2024 09/13/2024		STAPLES ADVANTAGE STAPLES ADVANTAGE	2071 1052	53220 53220	6002691585 6009219445	0.00 0.00 0.00	18.47 110.60 129.07
10100	70862525	09/09/2024	102863	AIRGAS	2078	53190	9500869280	0.00	99.63
10100	70862534	09/09/2024	126362	CALIFORNIA SAFETY C	7033	53230	5365/565256	0.00	60.00
10100	70862535	09/09/2024	105640	CAMPBELL PET COMPAN	2078	53280	0417776-IN	0.00	978.09
10100	70862540	09/09/2024	119411	ECO-SHELL LP	2078	53280	506337	0.00	294.47
10100	70862545	09/09/2024	113244	GREEN WASTE OF TEHA	7033	53300	INV 1682726U018	0.00	198.04
10100	70862547	09/09/2024	100748	HAWES RANCH & FARM	1074	53270	INV 57078-1	0.00	75.24
10100	70862549	09/09/2024	115028	HILL'S PET NUTRITIO	2078	53280	250530481	0.00	359.69
10100 10100 TOTAL CH	70862553 70862553 ECK	09/09/2024 09/09/2024		HUNT & SONS LLC HUNT & SONS LLC	2061 2078	53291 53291	231073/6095 231073/6095	0.00 0.00 0.00	862.02 117.27 979.29
10100	70862555	09/09/2024	110951	LIEBERT CASSIDY WHI	1041	53230	INV 273861	0.00	220.00
10100	70862566	09/09/2024	101509	SHELBY'S PEST CONTR	7033	53230	#241528	0.00	46.00
10100	70862589	09/10/2024	135281	ALLIANCE PREMIER RE	5062	55400	SECURITY DEP SO	0.00	775.00
10100	70862593	09/10/2024	111207	TIARA BRANTON	4011	53290	MEALS FOR CONF	0.00	61.00
10100	70862596	09/10/2024	127828	UNIVERSITY OF WISCO	2078	532807	24233 0081 PO 57159	0.00	200.59
10100	70862599	09/10/2024	127475	COUNTY COUNCELS' AS	1031	53290	REGISTRATION R WALT	0.00	250.00
10100 10100 10100 10100 10100 TOTAL CH	70862600 70862600 70862600 70862600 70862600 ECK	09/10/2024 09/10/2024 09/10/2024 09/10/2024 09/10/2024	132919 132919 132919	ELEVATOR TECHNOLOGY ELEVATOR TECHNOLOGY ELEVATOR TECHNOLOGY ELEVATOR TECHNOLOGY ELEVATOR TECHNOLOGY	1041 1031 1014	53180 53180 53180 53180 53180	MONTHLY MAINTENANCE MONTHLY MAINTENANCE MONTHLY MAINTENANCE MONTHLY MAINTENANCE MONTHLY MAINTENANCE	0.00 0.00 0.00 0.00 0.00 0.00	445.00 25.00 35.00 40.00 13.75 558.75

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 101 - GENERAL FUND									
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862604	09/10/2024	142511	GRAINGER INC	1074	532321	9226063965	0.00	2,117.36
10100	70862609	09/10/2024	136121	HUNT & SONS LLC	5062	53291	6238/224219	0.00	107.01
10100	70862615	09/10/2024	100958	LOS MOLINOS MUTUAL	7021	53604	LOS MOLINOS WATER	0.00	271.69
10100	70862616	09/10/2024	132936	MAIN STREET CAR WAS	5062	53170	INV 1156 CAA	0.00	29.00
10100	70862617	09/10/2024	122656	MEGABYTE SYSTEMS IN	1073	531702	INV 521024114	0.00	9,482.48
10100 10100 10100 TOTAL CH	70862619 70862619 70862619 ECK	09/10/2024 09/10/2024 09/10/2024	102531	MWI VETERINARY SUPP MWI VETERINARY SUPP MWI VETERINARY SUPP	2078	532807 532807 53190	56434092 56402956 56434092	0.00 0.00 0.00 0.00	47.21 112.89 266.49 426.59
10100	70862620	09/10/2024	116981	NORCAL PRESORT	1023	53220	INV 154329	0.00	141.87
10100	70862623	09/10/2024	104757	OFFICE DEPOT (BUSIN	2062	53220	380066216001	0.00	214.98
10100	70862629	09/10/2024	т0019780	PASKENTA COMMUNITY	7021	53300	81/24-8/31/24	0.00	138.88
10100	70862632	09/10/2024	122965	THE PLUMBING SHOP	2078	53180	1562	0.00	19.28
10100	70862633	09/10/2024	107725	PRO DOCUMENT SOLUTI	1052	53220	INV 63332	0.00	6,000.00
10100	70862636	09/10/2024	134948	UBEO MIDCO LLC	1052	53170	INV 4621919	0.00	291.47
10100	70862643	09/10/2024	135756	TRUSTED TECH TEAM L	1073	53170	CB 134372	0.00	1,907.14
10100	70862644	09/10/2024	134089	TIA BRANTON TRUSTEE	2062	53220	PETTY CASH	0.00	40.00
10100	70862645	09/10/2024	124876	TYLER TECHNOLOGIES	2071	57603	INV 025 473655	0.00	10,425.00
10100	70862646	09/10/2024	101306	U S POSTAL SERVICE	1052	53220	POSTAGE FOR BRM	0.00	2,000.00
10100 10100 TOTAL CH	70862649 70862649 ECK	09/10/2024 09/10/2024		VALLEY VETERINARY C VALLEY VETERINARY C		53230 532807	22585 PO 57161 220574 PO 57160	0.00 0.00 0.00	6,680.00 1,592.31 8,272.31
10100	70862651	09/10/2024	117079	VERIZON WIRELESS	1074	53120	9972179593	0.00	165.45
10100	70862655	09/10/2024	128300	MICHELLE HICKOK	2062	53230	4341	0.00	19.35
10100	70862656	09/10/2024	111106	ZOETIS	2078	53190	9025121219	0.00	810.56
10100	70862664	09/11/2024	111001	ELLISON HOUSING COR	5062	55400	SEC DEPOSIT CASE #1	0.00	445.00
10100	70862665	09/11/2024	100375	CITY OF CORNING	7031	53300	VET0001	0.00	285.45
10100 10100	70862672 70862672	09/11/2024 09/11/2024		DEBBIE FOX-CHOW DVM DEBBIE FOX-CHOW DVM		53230 53230	SN EVENT 8/23/24 VET/SHELT SERVJUL/A	0.00 0.00	875.00 2,000.00

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUN	D - 101 - G	ENERAL FUN	ט						
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CH	ECK							0.00	2,875.00
10100	70862678	09/11/202	4 115028	HILL'S PET NUTRITIO	2078	53280	250585074	0.00	374.04
10100 10100 10100 10100 10100 TOTAL CH	70862679 70862679 70862679 70862679 70862679 ECK	09/11/202 09/11/202 09/11/202 09/11/202 09/11/202	4 112395 4 112395 4 112395	HOME DEPOT CREDIT S	2078 2078 2078	53140 53140 53280 53280 53280	1021823 7532471 1021823 4510280 7532471	0.00 0.00 0.00 0.00 0.00 0.00	21.41 21.41 87.05 88.97 127.70 346.54
10100 10100 TOTAL CH	70862682 70862682 ECK		4 т0043653 4 т0043653		2078 2078	532807 53190	0824185772 P057162 3157941713 P057162	0.00 0.00 0.00	164.70 646.74 811.44
10100 10100 TOTAL CH	70862688 70862688 ECK	09/11/202 09/11/202	4 103809 4 103809	LOS MOLINOS COMMUNI LOS MOLINOS COMMUNI	1073 7032	53303 53300	TEH400 VET500	0.00 0.00 0.00	14.00 16.66 30.66
10100 10100 10100 TOTAL CH	70862691 70862691 70862691 ECK	09/11/202 09/11/202 09/11/202	4 101231	PACIFIC GAS & ELECT PACIFIC GAS & ELECT PACIFIC GAS & ELECT	7021	53300 53300 53300	3070483722-5 4038481827-0 4930308544-0	0.00 0.00 0.00 0.00	50.35 358.40 1,322.25 1,731.00
10100	70862709	09/11/202	4 125393	EDWARD EUGENE WALTE	1052	53280	POLL WORKER	0.00	137.00
10100	70862714	09/12/202	4 112295	APEX TECHNOLOGY MAN	1014	53220	APXQ31793-2 USER	0.00	318.00
10100 10100 10100 TOTAL CH	70862715 70862715 70862715 ECK	09/12/202 09/12/202 09/12/202	4 103939	AT&T AT&T AT&T	1041 1031 1014	53120 53120 53120	9391082325 9391082325 9391082325	0.00 0.00 0.00 0.00	32.10 32.10 33.06 97.26
10100	70862716	09/12/202	4 113573	AT&T U-VERSE	1073	53120	332446742	0.00	181.90
10100	70862726	09/12/202	4 111127	CHARTER COMMUNICATI	1073	53120	176976501090124	0.00	450.00
10100 10100 10100 TOTAL CH	70862735 70862735 70862735 ECK	09/12/202 09/12/202 09/12/202	4 100502	CALIFORNIA NEWSPAPE CALIFORNIA NEWSPAPE CALIFORNIA NEWSPAPE	1105	53240 53230 53230	3790064 0006843089 0006843099	0.00 0.00 0.00 0.00	192.62 498.61 586.42 1,277.65
10100	70862747	09/12/202	4 112395	HOME DEPOT CREDIT S	7013	53170	6035 3225 4090 4939	0.00	309.17
10100 10100 TOTAL CH	70862756 70862756 ECK	09/12/202 09/12/202	4 123038 4 123038	MENDES SUPPLY COMPA MENDES SUPPLY COMPA		53140 53140	R074123-00 R074123-01	0.00 0.00 0.00	465.42 130.72 596.14
10100	70862758	09/12/202	4 102531	MWI VETERINARY SUPP	2078	532807	56419379	0.00	97.30
10100 10100	70862759 70862759	09/12/202 09/12/202		NAPA AUTO PARTS NAPA AUTO PARTS	7013 7013	53220 53220	690764 690002	0.00 0.00	118.20 78.66

ACCTPA21 CHECK REGISTER - BY FUND SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 101 - GENERAL FUND

FUN	FUND - 101 - GENERAL FUND								
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 TOTAL CH	70862759 ECK	09/12/2024	133660	NAPA AUTO PARTS	7013	53220	690849	0.00 0.00	-31.95 164.91
10100 10100 10100 10100 10100 10100 TOTAL CH	70862763 70862763 70862763 70862763 70862763 70862763 ECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024	101231 101231 101231 101231	PACIFIC GAS & ELECT PACIFIC GAS & ELECT	7013 7013 1073 1073	53300 53300 53300 53302 53301 53300	4977672838-5 5576410026-3 015443044-6 4908030240-6 4908030240-6 5019339502-2	0.00 0.00 0.00 0.00 0.00 0.00 0.00	52.82 10.25 140.09 817.46 51,277.98 340.52 52,639.12
10100	70862774	09/12/2024	134591	STEPHEN A DYKE	2078	53280	67628	0.00	16.11
10100	70862785	09/12/2024	120623	TEHAMA COUNTY MUSEU	6021	53220	TC MUSEUM 00020241	0.00	25.00
10100	70862793	09/12/2024	133853	MARIA VIEYRA	2061	53290	MILEAGE REIMB	0.00	36.18
10100	70862797	09/12/2024	126755	SHAWNEE WINTERSON	2078	53280	TRACTOR SUPPLY/PIG	0.00	24.99
10100 10100 10100 10100 TOTAL CH	70862799 70862799 70862799 70862799 ECK	09/13/2024 09/13/2024 09/13/2024 09/13/2024	112295 112295	APEX TECHNOLOGY MAN APEX TECHNOLOGY MAN APEX TECHNOLOGY MAN APEX TECHNOLOGY MAN	1073 1073	53170 53170 53170 53170	RS1361872 TS1361763 TS1361448 APXQ31341	0.00 0.00 0.00 0.00 0.00	6.25 17,679.81 478.46 636.00 18,800.52
10100	70862805	09/13/2024	135983	PATRICIA BANKS	2016	53160	GJ MILEAGE JUNE 202	0.00	65.63
10100	70862808	09/13/2024	135984	ANDREW BRAY	2016	53160	GJ MILEAGE JUNE 202	0.00	42.58
10100	70862809	09/13/2024	136353	AUDREY BROWN	2016	53160	GJ MILEAGE JUNE 202	0.00	54.04
10100	70862810	09/13/2024	133321	CACVS0	101	105580	ASSOCIATION DUES	0.00	3,000.00
10100 10100 TOTAL CH	70862812 70862812 ECK	09/13/2024 09/13/2024	142466 142466	CARREL'S OFFICE MAC CARREL'S OFFICE MAC		53170 53170	AR67681 AUG 24 AR67680 AUG 24	0.00 0.00 0.00	239.19 88.59 327.78
10100	70862814	09/13/2024	135985	DEBBIE CHAKARUN	2016	53160	GJ MILEAGE JUNE 202	0.00	34.45
10100	70862817	09/13/2024	135986	JAMES COSTELLO	2016	53160	GJ MILEAGE JUNE 202	0.00	94.19
10100	70862818	09/13/2024	135987	MELISSA CRAIG	2016	53160	GJ MILEAGE JUNE 202	0.00	19.06
10100	70862820	09/13/2024	112466	STEPHEN DATU MD	2072	53230	AUG 2024	0.00	2,600.00
10100	70862827	09/13/2024	135988	BONNIE GLACKLER	2016	53160	GJ MILEAGE JUNE 202	0.00	57.18
10100	70862828	09/13/2024	136581	GOVERNMENT INVESTME	1022	53290	1213949	0.00	300.00
10100	70862831	09/13/2024	112395	HOME DEPOT CREDIT S	2075	53170	AUG-5-3252-3481	0.00	112.88
10100	70862832	09/13/2024	135989	CYNTHIA HOUSER	2016	53160	GJ MILEAGE JUNE 202	0.00	74.80

PAGE NUMBER: 4

PAGE NUMBER: 5 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

1 011	D 101 G	LIVERAL I OND							
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 TOTAL CH	70862834 70862834 ECK	09/13/2024 09/13/2024		HUNT & SONS LLC HUNT & SONS LLC	2075 2072	53291 53291	6038/231049 6038/231049	0.00 0.00 0.00	164.63 375.75 540.38
10100	70862837	09/13/2024	121071	KNN PUBLIC FINANCE	1105	53230	INV 3438	0.00	3,617.50
10100	70862838	09/13/2024	135990	RICHARD KUSS	2016	53160	GJ MILEAGE JUNE 202	0.00	48.60
10100	70862842	09/13/2024	119494	DENNIS LEIS	5062	53230	INV 31171	0.00	10,535.37
10100	70862844	09/13/2024	135991	DAN MATHEWS	2016	53160	GJ MILEAGE JUNE 202	0.00	36.55
10100	70862845	09/13/2024	135992	TOM MCJUNKIN	2016	53160	GJ MILEAGE JUNE 202	0.00	21.03
10100	70862849	09/13/2024	116981	NORCAL PRESORT	1026	53220	INV 154618	0.00	38.29
10100	70862851	09/13/2024	135993	LEEANN OELRICHS	2016	53160	GJ MILEAGE JUNE 202	0.00	35.24
10100	70862859	09/13/2024	134948	UBEO MIDCO LLC	1031	53170	4617783	0.00	190.72
10100	70862862	09/13/2024	135994	ELIZABETH ROSS	2016	53160	GJ MILEAGE JUNE 202	0.00	46.18
10100	70862864	09/13/2024	135996	MIKE SHAFFER	2016	53160	GJ MILEAGE JUNE 202	0.00	57.18
10100	70862867	09/13/2024	135998	LINDA SMITH	2016	53160	GJ MILEAGE JUNE 202	0.00	57.84
10100	70862868	09/13/2024	135999	MICHAEL STROING	2016	53160	GJ MILEAGE JUNE 202	0.00	53.06
10100 10100 TOTAL CH	70862874 70862874 ECK	09/13/2024 09/13/2024		US POSTAL SERVICES US POSTAL SERVICES	1021 1021	53220 53220	HANDLING FEE ENVELOPES	0.00 0.00 0.00	24.40 4,404.00 4,428.40
10100	70862875	09/13/2024	117079	VERIZON WIRELESS	5062	53120	9972821934	0.00	370.22
10100	70862877	09/13/2024	136000	CLARENCE L WHITLOCK	2016	53160	GJ MILEAGE JUNE 202	0.00	60.85
10100	70862878	09/13/2024	136001	PHILLIP WILLS	2016	53160	GJ MILEAGE JUNE 202	0.00	74.54
TOTAL CA	SH ACCOUNT							0.00	158,244.90
TOTAL FU	ND							0.00	158,244.90

PAGE NUMBER: 6 DATE: 09/16/2024 TIME: 15:27:08 ACCTPA21

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 102 - ROAD FUND

FUND	- 102 - R	OAD FUND							
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	V7102	09/10/2024	100185	BEN'S TRUCK REPAIR	3011	53170	212986	0.00	52.94
10100	v7103	09/10/2024	100439	CORNING FORD JEEP C	3011	53170	60927	0.00	35.92
10100	V7105	09/10/2024	105814	MIKE'S HEATING AND	3011	53180	4522	0.00	262.50
10100 10100 10100 10100 TOTAL CHEC	V7107 V7107 V7107 V7107	09/10/2024 09/10/2024 09/10/2024 09/10/2024	108325 108325	STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	3011 3011 3011 3011	53140 53140 53220 53220	6009799514 6009799511 6009799513 6009799512	0.00 0.00 0.00 0.00 0.00	64.03 64.03 24.58 26.98 179.62
10100 10100 10100 10100 10100 TOTAL CHEC	V7113 V7113 V7113 V7113 V7113	09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024	101704 101704 101704	TEHAMA MOTOR PARTS TEHAMA MOTOR PARTS TEHAMA MOTOR PARTS TEHAMA MOTOR PARTS TEHAMA MOTOR PARTS	3011 3011 3011 3011 3011	53170 532801 53170 53140 53140	689861 689860 689860 690043 690043	0.00 0.00 0.00 0.00 0.00 0.00	160.10 237.53 19.36 40.08 4.08 461.15
10100 7	70862590	09/10/2024	109623	ASBURY ENVIRONMENTA	3011	53280	1500-01114511	0.00	102.00
	70862592 70862592 CK	09/10/2024 09/10/2024	118030 118030	BRAKE PARTS SUPPLY BRAKE PARTS SUPPLY	3011 3011	53170 53170	490538 490481	0.00 0.00 0.00	157.70 197.36 355.06
	70862597 70862597 CK	09/10/2024 09/10/2024	134817 134817	CONSOR NORTH AMERIC CONSOR NORTH AMERIC		53230 53230	N13T072CA.00-45 N18T075CA.00-59	0.00 0.00 0.00	2,877.64 3,423.38 6,301.02
10100 7	0862598	09/10/2024	100420	CONTECH ENGINEERED	3011	53280	29800962	0.00	3,610.78
10100 7	0862601	09/10/2024	100645	FOOTHILL READY MIX	3011	53280	2408033	0.00	160.88
	70862603 70862603 CK	09/10/2024 09/10/2024	100690 100690	GERBER-LAS FLORES C GERBER-LAS FLORES C		53300 53300	1415 1415-1	0.00 0.00 0.00	80.40 50.07 130.47
	70862604 70862604 CK	09/10/2024 09/10/2024		GRAINGER INC GRAINGER INC	3011 3011	53170 53270	9222992357 9224120700	0.00 0.00 0.00	100.73 290.44 391.17
	70862605 70862605 CK	09/10/2024 09/10/2024		GREEN WASTE OF TEHA GREEN WASTE OF TEHA		53140 53140	01-01570245 01-01570339	0.00 0.00 0.00	177.35 54.99 232.34
	70862606 70862606 CK	09/10/2024 09/10/2024		GREEN WASTE OF TEHA GREEN WASTE OF TEHA		53140 53140	1682639U018 1682698U018	0.00 0.00 0.00	318.67 318.67 637.34
10100 7	70862608 70862608 70862608	09/10/2024 09/10/2024 09/10/2024	105659	HOLT OF CALIFORNIA HOLT OF CALIFORNIA HOLT OF CALIFORNIA	3011 3011 3011	53170 53170 53170	PS110056098 PS110056110 PS110056120	0.00 0.00 0.00	301.55 58.63 32.18

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 102 - ROAD FUND

FUND - 102	- ROAD FUND							
CASH ACCT CHECK	NO ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK							0.00	392.36
10100 708626 10100 708626 TOTAL CHECK			HUNT & SONS LLC HUNT & SONS LLC	3011 3011	53291 53291	227093 227094	0.00 0.00 0.00	4,031.72 4,233.78 8,265.50
10100 708626	13 09/10/2024	100957	LOS MOLINOS HARDWAR	3011	53170	C490912	0.00	30.89
10100 708626	21 09/10/2024	104161	NORTHERN CALIFORNIA	3015	53230	24-07	0.00	210.00
10100 708626 10100 708626 TOTAL CHECK			OBSIDIAN OBSIDIAN	3011 3011	53170 53170	MSP 23759 MSP23791	0.00 0.00 0.00	6,499.95 784.20 7,284.15
10100 708626 10100 708626 10100 708626 10100 708626 TOTAL CHECK	24 09/10/2024 24 09/10/2024	130684 130684	O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE	3011 3011	53170 53170 53170 53170	2782 383265 2782 383209 2782 383264 2782 383575	0.00 0.00 0.00 0.00 0.00	155.87 230.03 24.73 21.29 431.92
10100 708626	28 09/10/2024	101241	PAINT MARTS	3011	53280	40218531	0.00	63.19
10100 708626 10100 708626 TOTAL CHECK			PSOMAS PSOMAS	3015 3015	53230 53230	211358 206430	0.00 0.00 0.00	1,107.00 34,386.95 35,493.95
10100 708626	37 09/10/2024	101371	RED BLUFF GLASS COM	3011	53170	6660	0.00	376.74
10100 708626 10100 708626 10100 708626 TOTAL CHECK	39 09/10/2024	134616	SOUTH AVENUE INC SOUTH AVENUE INC SOUTH AVENUE INC	3011 3011 3011	53270 532801 53280	236031 236057 236031	0.00 0.00 0.00 0.00	45.87 35.50 10.22 91.59
10100 708626	40 09/10/2024	125161	T AND S DVBE INC	3011	53280	24-2130	0.00	96.44
10100 708626	41 09/10/2024	109099	TEHAMA ASPHALT	3011	53280	8290	0.00	30,437.20
10100 708626	42 09/10/2024	101699	JOHN W CORNELISON D	3011	53280	50601	0.00	189.24
10100 708626	50 09/10/2024	117079	VERIZON WIRELESS	3011	53120	9971786700	0.00	1,268.26
10100 708626	53 09/10/2024	125548	VIRTUAL PROJECT MAN	3015	53170	12 44202	0.00	1,250.00
10100 708626	97 09/11/2024	132757	JAMES SIMON	3011	53290	CONFERENCE AUG 202	0.00	392.64
10100 708627	03 09/11/2024	102478	TEHAMA COUNTY CLERK	3015	53230	24-07	0.00	29.00
10100 708627	06 09/11/2024	135892	TOYON WINTU CENTER	3015	53230	24-0004	0.00	247.50
10100 708627	07 09/11/2024	107822	VALLEY ROCK PRODUCT	3011	53280	0086925	0.00	803.60
10100 708627	08 09/11/2024	109450	VSS EMULTECH	3011	53280	202033751	0.00	1,077.39

PAGE NUMBER: 8 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 102 - ROAD FUND

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CASH ACCOUNT							0.00	101,344.75
TOTAL FUND							0.00	101,344.75

PAGE NUMBER: 9 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 103 - CAPITAL OUTLAY

CASH ACCT C	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70	0862612	09/10/2024	115402	LIONAKIS	1081	57586	INV 85421	0.00	21,200.00
TOTAL CASH	ACCOUNT							0.00	21,200.00
TOTAL FUND								0.00	21,200.00

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 105 - FIRE FUND

-	FUND - 105 - FIRE FUND									
CASH A	CCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT	
10100	70862569	09/09/2024	135739	SHAUNTE STEWART	2042	53290	FIRE INSP TRAVEL	0.00	321.00	
10100	70862657	09/11/2024	134185	AGILE OCCUPATIONAL	2042	53230	ЕМ027859	0.00	640.00	
10100	70862658	09/11/2024	107355	AIRGAS USA LLC	2042	53170	9153167475	0.00	62.10	
10100	70862660	09/11/2024	100065	ALSCO INC	2042	53170	0565104	0.00	47.64	
10100 10100 10100 10100 TOTAL	70862673 70862673 70862673 70862673 CHECK	09/11/2024 09/11/2024 09/11/2024 09/11/2024	135222 135222	GORDON TRUCK CENTER GORDON TRUCK CENTER GORDON TRUCK CENTER GORDON TRUCK CENTER	2042 2042	53170 53170 53170 53170	PC631020227.01 PC631022402.01 PC631022599.01 PC631022597.01	0.00 0.00 0.00 0.00 0.00	153.58 682.16 682.16 -682.16 835.74	
10100 10100 10100 TOTAL	70862679 70862679 70862679 CHECK	09/11/2024 09/11/2024 09/11/2024	112395	HOME DEPOT CREDIT S HOME DEPOT CREDIT S HOME DEPOT CREDIT S	2042	53270 53140 53140	5531272 6510810 6521109	0.00 0.00 0.00 0.00	134.27 50.50 63.23 248.00	
10100	70862680	09/11/2024	136121	HUNT & SONS LLC	2042	53291	231039	0.00	2,271.91	
10100	70862686	09/11/2024	106774	KIMBALL-MIDWEST	2042	53170	102577652	0.00	449.56	
10100	70862687	09/11/2024	100931	LIFE ASSIST INC	2042	53280	1507491	0.00	986.70	
10100	70862688	09/11/2024	103809	LOS MOLINOS COMMUNI	2042	53300	COU500	0.00	14.00	
10100	70862710	09/11/2024	102610	WASTE MANAGEMENT CO	2042	53140	4 02056 55000	0.00	58.36	
10100	70862711	09/11/2024	102591	STEVE ZANE	2042	53210	MAYNARD INCIDENT	0.00	145.81	
10100	70862750	09/12/2024	132936	MAIN STREET CAR WAS	2042	53170	1152	0.00	63.00	
10100 10100 10100 10100 TOTAL	70862763 70862763 70862763 70862763 CHECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024	101231 101231	PACIFIC GAS & ELECT PACIFIC GAS & ELECT PACIFIC GAS & ELECT PACIFIC GAS & ELECT	2042 2042	53300 53300 53300 53300	1149860088-8 2474242502-8 7638641704-2 4888641880-4	0.00 0.00 0.00 0.00 0.00	499.90 301.29 14.41 4.80 820.40	
10100 10100 TOTAL	70862771 70862771 CHECK	09/12/2024 09/12/2024	132709 132709	ALSCO GEYER IRRIGAT ALSCO GEYER IRRIGAT		53180 53180	7090 7109	0.00 0.00 0.00	7.08 34.39 41.47	
10100	70862781	09/12/2024	125408	STATE OF CALIFORNIA	2042	53170	P242501XJ3182	0.00	442.94	
10100 10100 10100 10100 10100 10100 TOTAL	70862789 70862789 70862789 70862789 70862789 70862789 CHECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024	107651 107651 107651 107651	VALLEY WEST ACE HAR	2042 2042 2042 2042	53140 53140 53140 53180 53180 53180	81445 81365 81325 81367 81325 81445	0.00 0.00 0.00 0.00 0.00 0.00 0.00	39.66 14.14 14.14 14.99 9.21 32.18 124.32	

PAGE NUMBER: 11 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 105 - FIRE FUND

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862796	09/12/2024	102590	JAMES WHITE	2042	53210	MAYNARD INCIDENT	0.00	145.81
TOTAL CASH ACCOUNT							0.00	7,718.76
TOTAL FUND							0.00	7,718.76

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 106 - PUBLIC SAFETY

FUND - 106 - PUBLIC SAFETY									
CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 10100 10100 10100 TOTAL C	V7101 V7101 V7101 V7101 V7101 V7101	09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024	108325 108325 108325	STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE STAPLES ADVANTAGE	2036 2036 2036 2037 2037	53220 53220 53220 53220 53220	7001874416 6009799504 6009799507 6009799506 6009799504	0.00 0.00 0.00 0.00 0.00 0.00	641.02 46.63 29.24 20.26 35.66 772.81
10100	v7114	09/12/2024	132340	ANTELOPE AUTO REPAI	2037	53170	54043-STK 972	0.00	34.00
10100	V7115	09/12/2024	105814	MIKE'S HEATING AND	2036	53170	4686	0.00	216.00
10100	V7118	09/13/2024	101653	SUBURBAN PROPANE	2027	53170	253770	0.00	345.91
10100	70862529	09/09/2024	124594	ZACHARY D BACKUS	2027	53290	0922-0927/BACKUS	0.00	291.00
10100 10100 TOTAL C	70862530 70862530 HECK	09/09/2024 09/09/2024	100155 100155	BOB BARKER COMPANY BOB BARKER COMPANY	2036 2036	531101 531101	2059221 2058717	0.00 0.00 0.00	144.92 697.65 842.57
10100	70862531	09/09/2024	100205	BOB'S TIRE CENTER	2013	53170	0150496	0.00	243.82
10100	70862538	09/09/2024	106633	THE PLACER GROUP	2037	53230	3935 PO 356321	0.00	1,425.00
10100 10100 10100 10100 10100 10100 10100 10100 10100 TOTAL C	70862539 70862539 70862539 70862539 70862539 70862539 70862539 70862539 70862539 70862539 70862539	09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024	103583 103583 103583 103583 103583 103583 103583 103583 103583	DIAMOND DRUGS INC	2036 2036 2036 2036 2036 2036 2036 2036	53190 53190 53190 53190 53190 53190 53190 53190 53190 53190 53190	IN001444928RXSINK7/ IN0014449287/245TCY IN0014449287/24STOC IN0014449287/24WITH IN001444928RXSICI7/ IN001444928RXSILL7/ IN001444928RXSIAD7/ IN001444928RXSIAD7/ IN001444928RXSIAD7/ IN001444928RXSIAD7/ IN001444928RXSITP7/	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	8.07 133.67 84.56 8.92 10.59 13.28 20.48 26.59 28.16 28.60 31.54 394.46
10100 10100 10100 TOTAL C	70862542 70862542 70862542 HECK	09/09/2024 09/09/2024 09/09/2024	124789	DANIEL GALLINO DANIEL GALLINO DANIEL GALLINO	2037 2037 2037	53290 53290 53290	COURTYEARD SAC PARKING SUP PLACEMENT CORE	0.00 0.00 0.00 0.00	513.90 30.00 203.00 746.90
10100 10100 10100 10100 10100 TOTAL C	70862554 70862554 70862554 70862554 70862554 HECK	09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024	132490 132490 132490	STOMMEL INC STOMMEL INC STOMMEL INC STOMMEL INC STOMMEL INC	2037 2037 2037 2037 2037	57605 57605 57605 57605 57605	SI107752/P0356305 SI106409/P0356305 SI107559/P0356304 SI107171/P0356305 SI106472/P0356304	0.00 0.00 0.00 0.00 0.00 0.00	250.88 3,034.03 128.85 98.97 104.59 3,617.32
10100	70862560	09/09/2024	131163	JOURNEE PRIVETTE	2027	53295	0924-0926 PROVET	0.00	144.00
10100 10100	70862561 70862561	09/09/2024 09/09/2024		PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO		53130 53130	58842900 58842892	0.00 0.00	149.73 171.34

PAGE NUMBER: 12

ACCTPA21

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUN	D - 106 - P	ORLIC SAFET	Y						
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 TOTAL CH	70862561 70862561 ECK	09/09/2024 09/09/2024		PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO	2036 2036	53130 53130	58842906 58842905	0.00 0.00 0.00	129.64 250.35 701.06
10100	70862565	09/09/2024	102334	SATCOM GLOBAL INC	2027	53120	AS09241134	0.00	177.51
10100	70862573	09/09/2024	107566	SYSCO	2032	53130	531273686	0.00	2,316.48
10100	70862574	09/09/2024	101699	JOHN W CORNELISON D	2035	53170	50653	0.00	8.58
10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 TOTAL CH	70862579 70862579 70862579 70862579 70862579 70862579 70862579 70862579 70862579 70862579 70862579	09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024	105075 105075 105075 105075 105075 105075 105075 105075	US FOODS INC	2036 2036 2036 2035 2036 2036 2036 2036 2036 2036 2036	53130 53140 53140 53130 53130 53140 53140 53140 53140 53130 53130	5931395CM 4435603 4754208 5539922 4435605 4650065 3335439B 4435604 4435604 4435603 3335439A	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	-83.07 29.87 197.16 78.80 593.99 51.09 56.20 116.24 1,871.10 1,974.37 2,076.17 6,961.92
10100	70862580	09/09/2024	117079	VERIZON WIRELESS	2037	53120	9972260668	0.00	152.04
10100	70862585	09/09/2024	113681	WORLD TELECOM INC	2036	53170	27083	0.00	187.50
10100 10100 TOTAL CH	70862638 70862638 ECK	09/10/2024 09/10/2024		REDWOOD TOXICOLOGY REDWOOD TOXICOLOGY	2037 2037	532393 532393	62920247 PO356320 62920246 PO356320	0.00 0.00 0.00	1,084.65 484.40 1,569.05
10100 10100 TOTAL CH	70862713 70862713 ECK	09/12/2024 09/12/2024		ALSCO-GEYER IRRIGAT ALSCO-GEYER IRRIGAT		53170 53170	7298/304052 7283/304052	0.00 0.00 0.00	59.07 78.42 137.49
10100 10100 10100 TOTAL CH	70862717 70862717 70862717 ECK	09/12/2024 09/12/2024 09/12/2024	109980	AUTOMON LLC AUTOMON LLC AUTOMON LLC	2037 2037 2037	53230 53230 53230	308325703CESUP&MAIN 308325703 CE CHECK- 308325703 CE SRF	0.00 0.00 0.00 0.00	82,867.00 6,078.00 8,558.00 97,503.00
10100	70862718	09/12/2024	126991	AXON ENTERPRISES IN	2037	57608	INUS238842	0.00	28,845.83
10100 10100 10100 10100 TOTAL CH	70862720 70862720 70862720 70862720 ECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024	122025 122025		2035 2035 2035 2035	53130 53130 53130 53130	64121690004183 64121690004165 64121690004119 64121690004135	0.00 0.00 0.00 0.00 0.00	25.30 50.60 50.60 50.60 177.10
10100	70862722	09/12/2024	100155	BOB BARKER COMPANY	2036	531101	2059640	0.00	235.05
10100 10100	70862728 70862728	09/12/2024 09/12/2024		CHARTER COMMUNICATI CHARTER COMMUNICATI		53120 53120	176982501-09/24 176978701-09-24	0.00 0.00	722.86 299.57

PAGE NUMBER: 14 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

			-						
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 TOTAL CHI		09/12/2024	133740	CHARTER COMMUNICATI	2037	53120	176978401-9/2024	0.00	1,642.86 2,665.29
10100 10100 10100 10100 10100 10100 10100 TOTAL CHI	70862737 70862737 70862737 70862737 70862737 70862737 70862737	09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024	118866 118866 118866 118866 118866	EARTHGRAINS BAKING	2036 2036 2036 2036 2036	53130 53130 53130 53130 53130 53130 53130	64121690004136 64121690004167 64121690004184 64121690004121 64121690004120 64121690004137 64121690004166	0.00 0.00 0.00 0.00 0.00 0.00 0.00	166.05 63.26 68.80 56.96 112.95 104.92 106.20 679.14
10100	70862739	09/12/2024	127756	EMPOWER TEHAMA	2035	53230	AUGUST 2024	0.00	3,664.46
10100	70862742	09/12/2024	142511	GRAINGER INC	2036	53170	9226063957/83062157	0.00	142.19
10100 10100 10100 10100 TOTAL CH	70862747 70862747 70862747 70862747 ECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024	112395 112395	HOME DEPOT CREDIT S HOME DEPOT CREDIT S HOME DEPOT CREDIT S HOME DEPOT CREDIT S	2035 2035	53170 53170 53170 53140	6021257 JDF KITCHEN 2110012 9010679 2971977	0.00 0.00 0.00 0.00 0.00	208.15 94.17 95.05 335.62 732.99
10100	70862750	09/12/2024	132936	MAIN STREET CAR WAS	2037	53170	177602 (ADLT)		11.00
10100 10100 10100 10100 TOTAL CH	70862754 70862754 70862754 70862754 ECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024	124624 124624	MEDICAL DIAGNOSTIC MEDICAL DIAGNOSTIC MEDICAL DIAGNOSTIC MEDICAL DIAGNOSTIC	2036 2036	53190 53190 53190 53190	13742261 (J L) GLEN 13683484 (JA) GLENN 13742262/MDL1350192 13753969/MDL1353033	0.00 0.00 0.00 0.00 0.00	149.50 149.50 149.50 149.50 598.00
10100	70862757	09/12/2024	111290	MIWALL CORPORATION	2037	53280	1013280 PO 356315	0.00	7,742.62
10100 10100 10100 10100 10100 10100 10100 10100 TOTAL CHI	70862768 70862768 70862768 70862768 70862768 70862768 70862768 70862768	09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024	108185 108185 108185 108185 108185 108185	PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO	2036 2036 2036 2036 2036 2036	53130 53130 53130 53130 53130 53130 53130 53130	58853727 58862874 58853734 58862872 58853725 58853731 58862869 58862878	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	214.55 234.22 129.64 172.63 112.11 64.82 175.73 189.71 1,293.41
10100 10100 10100 10100 10100 TOTAL CH	70862786 70862786 70862786 70862786 70862786 ECK	09/12/2024 09/12/2024 09/12/2024 09/12/2024 09/12/2024	120624 120624 120624	TEHAMA PHARMACY & T TEHAMA PHARMACY & T TEHAMA PHARMACY & T TEHAMA PHARMACY & T TEHAMA PHARMACY & T	2036 2036 2036	53190 53190 53190 53190 53190	1180994-SIS (AS) 1111815 SIS (AS) 1110078 TC (BI) 1110766 TC (WA) 1110949 GLN (MG)	0.00 0.00 0.00 0.00 0.00 0.00	82.11 83.90 13.07 16.39 18.05 213.52
10100 10100 10100	70862799 70862799 70862799	09/13/2024 09/13/2024 09/13/2024	112295	APEX TECHNOLOGY MAN APEX TECHNOLOGY MAN APEX TECHNOLOGY MAN	20136	53170 53170 53170	RS1361872 RS1361872 RS1361872	0.00 0.00 0.00	6.25 6.25 6.25

#### DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUI	ND - 106 - P	UBLIC SAFETY	Y						
CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL C	HECK							0.00	18.75
10100	70862800	09/13/2024	128815	AQUA TERRA AERIS LA	2013	53230	33	0.00	4,310.50
10100	70862801	09/13/2024	110075	TAHNEE NAVELLA ASSA	2013	53230	18	0.00	212.88
10100	70862806	09/13/2024	107169	BAY ALARM	2032	53250	21663155	0.00	585.00
10100 10100 TOTAL CI	70862807 70862807 HECK	09/13/2024 09/13/2024		BIMBO BAKERIES USA BIMBO BAKERIES USA	2032 2032	53130 53130	64121690004222 64121690004203	0.00 0.00 0.00	162.00 108.00 270.00
10100 10100 TOTAL CI	70862811 70862811 HECK	09/13/2024 09/13/2024		CARDAN AIRCRAFT SER CARDAN AIRCRAFT SER		53230 53230	4355 4355	0.00 0.00 0.00	15,540.00 16,310.00 31,850.00
10100	70862813	09/13/2024	136579	CATALYST NEUROMEDIC	20321	532395	3932	0.00	1,258.00
10100 10100 10100 10100 10100 TOTAL C	70862815 70862815 70862815 70862815 70862815 HECK	09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024	111127 111127 111127	CHARTER COMMUNICATI CHARTER COMMUNICATI CHARTER COMMUNICATI CHARTER COMMUNICATI CHARTER COMMUNICATI	2027 2032 2032	53120 53120 53120 53120 53120	176977501090124 176983001090124 176977601090124 176877401090124 176982401090124	0.00 0.00 0.00 0.00 0.00 0.00	1,786.99 692.98 119.98 149.98 104.98 2,854.91
10100 10100 10100 TOTAL CI	70862816 70862816 70862816 HECK	09/13/2024 09/13/2024 09/13/2024	100382	RONALD L CLARK DDS RONALD L CLARK DDS RONALD L CLARK DDS	20321 20321 20321	532396 532396 532396	A125-AT0140 A98-AT0099 A79-AT0078	0.00 0.00 0.00 0.00	820.00 2,410.00 2,433.00 5,663.00
10100 10100 TOTAL CI	70862819 70862819 HECK	09/13/2024 09/13/2024		THE DANIELSEN CO	2032 2032	53140 53130	336333 336333	0.00 0.00 0.00	241.23 2,797.12 3,038.35
10100 10100 TOTAL CI	70862822 70862822 HECK	09/13/2024 09/13/2024		DIAMOND DRUGS INC DIAMOND DRUGS INC	20321 20321	53191 53191	IN001453346 IN001453347	0.00 0.00 0.00	12,854.06 8.80 12,862.86
10100	70862823	09/13/2024	127098	BUCKLEY D DIKES	2027	5323016	2024-08-022	0.00	900.00
10100 10100 TOTAL CI	70862824 70862824 HECK	09/13/2024 09/13/2024		EPIC ORTHOPEDICS EPIC ORTHOPEDICS	20321 20321	532395 532395	300434A 298626A	0.00 0.00 0.00	210.00 348.00 558.00
10100	70862825	09/13/2024	108526	EXPRESS PERSONNEL S	2032	53230	31287644	0.00	3,122.94
10100	70862826	09/13/2024	134605	FASTENERS INC	2028	53170	3046246	0.00	40.74
10100	70862829	09/13/2024	113113	GREEN WASTE OF TEHA	2027	53230	4019-10097	0.00	17.95
10100 10100	70862830 70862830	09/13/2024 09/13/2024		STEVE WESTABY STEVE WESTABY	2036 2036	53130 53130	25940 25941	0.00 0.00	150.00 152.00

#### DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUN	D - 106 - P	OBLIC SAFET	Y						
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 TOTAL CH	70862830 70862830 ECK	09/13/2024 09/13/2024	131147 131147	STEVE WESTABY STEVE WESTABY	2036 2036	53130 53130	26007 26008	0.00 0.00 0.00	114.00 108.00 524.00
10100 10100 10100 TOTAL CH	70862831 70862831 70862831 ECK	09/13/2024 09/13/2024 09/13/2024	112395	HOME DEPOT CREDIT S HOME DEPOT CREDIT S HOME DEPOT CREDIT S	2031	53170 53170 53170	AUG-5-3252-3481 AUG-5-3252-3481 AUG-5-3252-3481	0.00 0.00 0.00 0.00	411.43 723.26 1,421.42 2,556.11
10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 TOTAL CH	70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834 70862834	09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024	136121 136121 136121 136121 136121 136121 136121 136121 136121 136121 136121 136121 136121 136121 136121	HUNT & SONS LLC	2013 2027 2036 2024 2032 2037 2024 2037 2027 2027 2029 2035 2027 2023 2035 2035 2036 2038	53291 53291 53291 53291 53291 53291 53291 53291 53291 53291 53291 53291 53291 53291 53291 53291 53291	231108 6038/231049 6031/231044 6038/231049 6038/231049 6031/224140 6038/231049 6031/231044 6038/231049 6038/231049 6038/231049 6031/224140 6038/231049 6031/231044 6038/231049 6031/231049 6031/231049 6031/224140 6038/231049	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	223.86 42.30 40.17 299.23 313.39 1,258.67 561.35 601.65 385.12 7,453.54 178.97 711.77 790.53 806.69 825.24 906.20 102.59 85.98 15,587.25
10100	70862839	09/13/2024	106271	LANGUAGE LINE SERVI	2032	53120	9020101124	0.00	59.35
10100	70862840	09/13/2024	132490	STOMMEL INC	2028	53170	SI109079	0.00	59.25
10100	70862841	09/13/2024	123948	LEXIS NEXIS RISK SO	2013	53120	1401935-20240831	0.00	165.00
10100 10100 10100 TOTAL CH	70862846 70862846 70862846 ECK	09/13/2024 09/13/2024 09/13/2024	123038	MENDES SUPPLY COMPA MENDES SUPPLY COMPA MENDES SUPPLY COMPA	2032	53140 53140 53140	R0732150201 R0728300101 R0735010201	0.00 0.00 0.00 0.00	139.21 69.61 69.61 278.43
10100	70862847	09/13/2024	116077	KITT MURRISON PHD	2032	53230	TSC210	0.00	500.00
10100 10100 TOTAL CH	70862848 70862848 ECK	09/13/2024 09/13/2024		NAPA AUTO PARTS NAPA AUTO PARTS	2028 2028	53170 53170	691152 690835	0.00 0.00 0.00	156.39 104.41 260.80
10100 10100 10100 10100 10100 TOTAL CH	70862850 70862850 70862850 70862850 70862850	09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024	123562 123562 123562	OBSIDIAN OBSIDIAN OBSIDIAN OBSIDIAN OBSIDIAN	2027 2027 2027 2027 2027 2027	53170 53170 53170 53170 53170	23898 23651 23558 23756 234467	0.00 0.00 0.00 0.00 0.00 0.00	490.22 1,213.85 15,154.29 15,154.29 15,154.29 47,166.94

PAGE NUMBER: 17 DATE: 09/16/2024 TIME: 15:27:08 ACCTPA21

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FU	ND - 106 - P	ORLIC SAFET	Y						
CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 TOTAL C	70862852 70862852 HECK	09/13/2024 09/13/2024		OFFICE DEPOT (BUSIN OFFICE DEPOT (BUSIN		53220 53220	383324388001 383325352001	0.00 0.00 0.00	41.38 75.27 116.65
10100	70862855	09/13/2024	102904	PITNEY BOWES	2027	53220	SEPT 2024	0.00	500.00
10100 10100 TOTAL C	70862856 70862856 HECK	09/13/2024 09/13/2024		PRO PACIFIC PRO PACIFIC	2032 2032	53130 53130	7105077 7106061	0.00 0.00 0.00	782.08 1,568.93 2,351.01
10100 10100 10100 TOTAL C	70862857 70862857 70862857 HECK	09/13/2024 09/13/2024 09/13/2024	108185	PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO PRODUCERS DAIRY FOO	2032	53130 53130 53130	58861950 58871241 58865888	0.00 0.00 0.00 0.00	217.68 261.22 348.29 827.19
10100 10100 TOTAL C	70862858 70862858 HECK	09/13/2024 09/13/2024		R & R QUALITY MEATS R & R QUALITY MEATS		53130 53130	242661 242660	0.00 0.00 0.00	496.34 733.99 1,230.33
10100 10100 TOTAL C	70862861 70862861 HECK	09/13/2024 09/13/2024		REEVES REEVES	2027 2027	53110 53110	495434 495532	0.00 0.00 0.00	20.20 20.20 40.40
10100 10100 10100 TOTAL C	70862865 70862865 70862865 HECK	09/13/2024 09/13/2024 09/13/2024	101509	SHELBY'S PEST CONTR SHELBY'S PEST CONTR SHELBY'S PEST CONTR	2027	53230 53230 53230	238229 238223 238244	0.00 0.00 0.00 0.00	55.00 115.00 100.00 270.00
10100	70862869	09/13/2024	107566	SYSC0	2036	53130	531261571	0.00	1,163.98
10100	70862870	09/13/2024	120624	TEHAMA PHARMACY & T	20321	53191	507 AUG 2024	0.00	693.54
10100	70862871	09/13/2024	123088	TRITES BACKFLOW SER	2032	53180	16633 PO 428667	0.00	100.00
10100	70862872	09/13/2024	109457	UNITED PARCEL SERVI	2027	53220	00009v3045364	0.00	29.50
10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 TOTAL C	70862873 70862873 70862873 70862873 70862873 70862873 70862873 70862873 70862873 70862873 70862873 70862873	09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024 09/13/2024	105075 105075 105075 105075 105075 105075 105075 105075 105075	US FOODS INC	2032 2032 2036 2035 2036 2035 2036 2032 2036 2032 2036 2032	53130 53140 53140 53130 53130 53130 53130 53130 53130 53130 53130 53140	5054494 4990750 4807342 4807343 4807342 4620996 4620994 4990750 4620995 4807341 5054493 4620995	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	133.94 136.09 52.45 291.78 1,733.77 403.82 2,082.80 2,103.66 2,145.31 2,162.66 87.24 107.31 11,440.83
10100	70862876	09/13/2024	136143	VESTIS SERVICES LLC	2028	53230	5066672619	0.00	114.47

PAGE NUMBER: 18 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 TOTAL CH	70862879 70862879 ECK	09/13/2024 09/13/2024		WORLD TELECOM INC	2027 2027	53120 53800	27337 27180	0.00 0.00 0.00	1,810.25 27,924.03 29,734.28
10100	70862880	09/13/2024	128300	MICHELLE HICKOK	2027	53220	4350	0.00	21.50
TOTAL CA	SH ACCOUNT							0.00	349,143.71
TOTAL FU	ND							0.00	349,143.71

PAGE NUMBER: 19 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 107 - RISK MANAGEMENT

CASH ACCT CHEC	NO ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862	00 09/10/202	4 132919	ELEVATOR TECHNOLOGY	1101	53180	MONTHLY MAINTENANCE	0.00	11.25
TOTAL CASH ACC	UNT						0.00	11.25
TOTAL FUND							0.00	11.25

PAGE NUMBER: 20

ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 108 - SOCIAL SERVICES

FUNL	D - 100 - 30	OCIAL SERVIC	LES						
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 10100 10100 10100 10100 10100 10100 10100 TOTAL CHE	V7101 V7101 V7101 V7101 V7101 V7101 V7101 V7101 V7101 V7101 V7101	09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024	108325 108325 108325 108325 108325 108325 108325 108325	STAPLES ADVANTAGE	5013 5013 5013 5013 5013 5013 5013 5013	53220 53220 53220 53220 53220 53220 53220 53220 53220 53220 53220	6008926360 6002439929 60041283800 6008373729 6009796603 6004563419 6002727578 6005449363 6003794692 6002727580	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	536.90 363.11 332.41 349.05 349.05 315.99 315.99 -52.86 -87.40 10.67 2,432.91
10100	70862536	09/09/2024	102768	CHILDREN FIRST	5013	532300	08-2024	0.00	900.00
10100 10100 10100 TOTAL CHE	70862544 70862544 70862544 ECK	09/09/2024 09/09/2024 09/09/2024	113113	GREEN WASTE OF TEHA GREEN WASTE OF TEHA GREEN WASTE OF TEHA	5013	53140 53140 53140	INV 9352D019 INV 9352D019 INV 9352D019/UNCOVE	0.00 0.00 0.00 0.00	17.95 15.61 10.00 43.56
10100 10100 10100 10100 10100 10100 10100 10100 TOTAL CHE	70862550 70862550 70862550 70862550 70862550 70862550 70862550 70862550 ECK	09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024 09/09/2024	112395 112395 112395 112395 112395 112395	HOME DEPOT CREDIT S	5013 5013 5013 5013 5013 5013	53140 53140 53140 53140 53140 53140 53140 53140	2532809 2540479 2540080 6514516 5510840 4514680 6514498 9010716	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	17.16 19.82 26.54 26.85 2.33 11.80 4.81 9.70 119.01
10100	70862562	09/09/2024	103866	PROFESSIONAL MEDICA	5013	532300	AUGUST 2024	0.00	271.20
10100	70862574	09/09/2024	101699	JOHN W CORNELISON D	5013	53170	50672	0.00	15.01
10100 10100 10100 10100 TOTAL CHE	70862581 70862581 70862581 70862581 ECK	09/09/2024 09/09/2024 09/09/2024 09/09/2024	136143 136143	VESTIS SERVICES LLC VESTIS SERVICES LLC VESTIS SERVICES LLC VESTIS SERVICES LLC	5013 5013	53140 53140 53140 53140	INV 5066646850 5066652232 5066657669 5066662983	0.00 0.00 0.00 0.00 0.00	113.90 113.90 113.90 113.90 455.60
10100	70862583	09/09/2024	т0028902	VILLA COLUMBA	5013	55401	CASE 98	0.00	219.00
10100	70862584	09/09/2024	т0028902	VILLA COLUMBA	5013	55401	CASE 98	0.00	165.00
10100	70862587	09/10/2024	134185	AGILE OCCUPATIONAL	5013	532300	EM027860 EMP PHYSIC	0.00	240.00
10100	70862594	09/10/2024	128529	CALL CENTER SALES P	5013	53120	5305297455-090124	0.00	528.69
10100	70862604	09/10/2024	142511	GRAINGER INC	5013	53140	9232064742	0.00	24.47
10100	70862610	09/10/2024	102528	LES SCHWAB TIRE CEN	5013	53170	60301373 PO 33153	0.00	1,540.40
10100	70862630	09/10/2024	101267	PEERLESS BUILDING M	5013	53140	INV 66636	0.00	225.00

PAGE NUMBER: 21 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 108 - SOCIAL SERVICES

1 0111	5 100 5	OCIAL SLIVI	CLS						
CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 TOTAL CHI	70862630 ECK	09/10/2024	101267	PEERLESS BUILDING M	5013	53140	INV 66581	0.00 0.00	686.20 911.20
10100 10100 10100 10100 TOTAL CH	70862669 70862669 70862669 70862669 ECK	09/11/2024 09/11/2024 09/11/2024 09/11/2024	127756 127756	EMPOWER TEHAMA EMPOWER TEHAMA EMPOWER TEHAMA EMPOWER TEHAMA	5013 5022 5013 5013	532300 55397 53230 53230	INV 2 INV 2 INV 2 INV 2	0.00 0.00 0.00 0.00 0.00	516.97 1,345.63 873.03 11,616.91 14,352.54
10100	70862726	09/12/2024	111127	CHARTER COMMUNICATI	5013	53120	221320601	0.00	1,127.00
10100	70862732	09/12/2024	122041	COMCAST	5013	53120	8155 60 033 0123194	0.00	534.55
10100	70862739	09/12/2024	127756	EMPOWER TEHAMA	5013	532300	INV 2	0.00	724.98
10100	70862745	09/12/2024	136590	VANESSA HALL	5013	55401	SUPPLIES	0.00	40.93
10100	70862773	09/12/2024	135646	NOBEL WOOD INC	108	105584	PROGRAM RETAIL CARD	0.00	775.00
10100	70862792	09/12/2024	129754	VICTOR COMMUNITY SU	5013	532300	JULY 2024	0.00	8,607.23
10100	70862794	09/12/2024	т0028902	VILLA COLUMBA	5013	55401	CASE 98	0.00	44.00
10100	70862795	09/12/2024	т0028902	VILLA COLUMBA	5013	55401	CASE 98	0.00	44.00
10100	70862834	09/13/2024	136121	HUNT & SONS LLC	5013	53291	231051	0.00	1,807.02
10100	70862839	09/13/2024	106271	LANGUAGE LINE SERVI	5013	53120	9020101124	0.00	704.67
10100	70862865	09/13/2024	101509	SHELBY'S PEST CONTR	5013	53180	241556/241527	0.00	170.00
10100	70862875	09/13/2024	117079	VERIZON WIRELESS	5013	53120	9970424878	0.00	2,880.61
TOTAL CAS	SH ACCOUNT							0.00	39,678.58
TOTAL FUI	ND							0.00	39,678.58

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 112 - HEALTH SERVICES

CASH ACCT CHEC	CK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 V7	106	09/10/2024	103384	SMILEMAKERS	40121	53280	9596013 PO 9450	0.00	64.58
10100 v7	112	09/11/2024		STAPLES ADVANTAGE	40131	53140	6009278652	0.00	33.73
10100 v7	'112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53140	6006572716	0.00	34.63
10100 v7	'112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53220	6008511268	0.00	18.40
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40251	53220	6006350472	0.00	4.74
10100 V7	'112	09/11/2024 09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6006350472	0.00	5.10
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40251	53220	6008511268	0.00	8.79
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6008511268	0.00	9.47
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53220	6006350472	0.00	9.92
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53220	6006350472	0.00	12.10
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40251	53220	6008865955	0.00	116.91
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53220	6006288195	0.00	119.79
10100 V7	1112	09/11/2024	108325	STAPLES ADVANTAGE	40251	53220	6006572716	0.00	122.95
10100 V7	1112	09/11/2024 09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6008865955	0.00	125.86
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53140	6006288195	0.00	132.17
10100 V7	112	09/11/2024		STAPLES ADVANTAGE	40131	53220	6007032499	0.00	139.74
10100 V7 10100 V7	'112 '112	09/11/2024 09/11/2024	108323	STAPLES ADVANTAGE	40131 40131	53220	6008807611 6008511268	0.00 0.00	151.51 22.44
10100 V7 10100 V7	112	09/11/2024	100323	STAPLES ADVANTAGE STAPLES ADVANTAGE	40131	53220 53220	60063511268	0.00	28.25
10100 V7 10100 V7	112	09/11/2024	100323	STAPLES ADVANTAGE STAPLES ADVANTAGE	40171	53220	6006288195	0.00	50.72
10100 V7	112	09/11/2024	108323	STAPLES ADVANTAGE STAPLES ADVANTAGE	40251	53140	6006288195	0.00	51.80
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53140	6006288195	0.00	55.76
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6008807612	0.00	41.41
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6009614192	0.00	43.17
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40251	53220	6006288195	0.00	48.87
10100 V7	'112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53140	6006521412	0.00	30.20
10100 V7	'112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53220	6007032500	0.00	30.65
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6007032500	0.00	30.65
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40251	53220	6007032501	0.00	509.74
10100 v7	'112	09/11/2024 09/11/2024	108325	STAPLES ADVANTAGE	40251	53220	6006979921	0.00	510.39
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53220	6008865955	0.00	298.32
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53220	6007099718	0.00	301.79
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53220	6006521412	0.00	340.44
10100 V7	1112	09/11/2024	108325	STAPLES ADVANTAGE	40131	53140	6006572716	0.00	243.55
10100 V7	1112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53220	6008865955	0.00	244.58
10100 V7	1112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53220	6008807610	0.00	798.35 970.68
10100 V7	112	09/11/2024	108323	STAPLES ADVANTAGE	40251	53220	6006572718	0.00	
10100 V7 10100 V7	'112 '112	09/11/2024 09/11/2024	108323	STAPLES ADVANTAGE	40171 40251	53220	6008807613	0.00 0.00	416.10 418.67
10100 V7 10100 V7	112	09/11/2024	100323	STAPLES ADVANTAGE STAPLES ADVANTAGE	40251	53140 53220	6006572716 6009278651	0.00	385.26
10100 V7 10100 V7	112	09/11/2024	100323	STAPLES ADVANTAGE STAPLES ADVANTAGE	40251	53140	6006572715	0.00	63.73
10100 V7	112	09/11/2024	108323	STAPLES ADVANTAGE STAPLES ADVANTAGE	40131	53220	6009278652	0.00	69.26
10100 V7	112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53220	6007032500	0.00	85.06
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6007099726	0.00	92.87
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6006288192	0.00	96.11
10100 V7	'112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53220	6006288195	0.00	103.96
10100 V7	'112	09/11/2024	108325	STAPLES ADVANTAGE	40171	53220	6008991796	0.00	107.50
10100 V7	'112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53140	6006288195	0.00	108.36
10100 v7	112	09/11/2024	108325	STAPLES ADVANTAGE	40121	53140	6007099718	0.00	114.36
TOTAL CHECK								0.00	7,758.81

PAGE NUMBER: 23 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 112 - HEALTH SERVICES

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 TOTAL CH	70862595 70862595 ECK	09/10/2024 09/10/2024		CAPITAL ONE CAPITAL ONE	40121 40131	53280 53280	1656303155-081924 1656303155-081924	0.00 0.00 0.00	52.28 350.15 402.43
10100	70862611	09/10/2024	129531	JOHN LESSLEY QUALIT	40131	53230	24-43	0.00	260.00
10100	70862628	09/10/2024	101241	PAINT MARTS	40251	53180	40218218	0.00	20.68
10100 10100 TOTAL CH	70862635 70862635 ECK	09/10/2024 09/10/2024		PUBLIC SERVICE SEAR PUBLIC SERVICE SEAR		53230 53230	18-004 18-005	0.00 0.00 0.00	8,000.00 8,000.00 16,000.00
10100 10100 TOTAL CH	70862647 70862647 ECK	09/10/2024 09/10/2024		ULINE ULINE	40121 40121	53280 53280	182008128 PO 9449 180942618 PO9430	0.00 0.00 0.00	400.31 828.44 1,228.75
10100	70862652	09/10/2024	135733	VESTIGE GPS	40131	53250	CINV 061450	0.00	862.25
10100 10100 TOTAL CH	70862654 70862654 ECK	09/10/2024 09/10/2024		WAYSTAR INC WAYSTAR INC	40251 40251	53230 53230	30005788127 30005809922	0.00 0.00 0.00	696.47 708.04 1,404.51
10100 10100 10100 10100 TOTAL CH	70862704 70862704 70862704 70862704 ECK	09/11/2024 09/11/2024 09/11/2024 09/11/2024	132268 132268	THRYV INC THRYV INC THRYV INC THRYV INC	40121 40131 40171 40251	53120 53120 53120 53120	800591785 800591785 800591785 800591785	0.00 0.00 0.00 0.00 0.00	115.32 57.67 57.67 57.67 288.33
10100	70862766	09/12/2024	135960	TIMOTHY PETERS	40121	53290	9/24-24/24 CCLHO CO	0.00	808.96
10100	70862839	09/13/2024	106271	LANGUAGE LINE SERVI	40131	53120	9020101124	0.00	30.15
TOTAL CA	SH ACCOUNT							0.00	29,129.45
TOTAL FU	ND							0.00	29,129.45

PAGE NUMBER: 24 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 113 - CHILD SUPPORT

CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	v7101	09/09/2024	108325	STAPLES ADVANTAGE	5015	53220	7001874420	0.00	6.19
10100	70862662	09/11/2024	103939	AT&T	5015	53120	9391081135	0.00	169.11
10100	70862723	09/12/2024	100205	BOB'S TIRE CENTER	5015	53170	0150737	0.00	312.88
10100	70862735	09/12/2024	100502	CALIFORNIA NEWSPAPE	5015	53230	3757915/001422136	0.00	500.00
10100	70862863	09/13/2024	134904	S&R ENTERPRISES INC	5015	53280	396468	0.00	1,725.00
TOTAL C	ASH ACCOUNT							0.00	2,713.18
TOTAL F	UND							0.00	2,713.18

PAGE NUMBER: 25 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 115 - BUILDING & SAFETY

CASH ACC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862604	09/10/2024	142511	GRAINGER INC	2065	532803	9226063973	0.00	2,117.36
10100	70862609	09/10/2024	136121	HUNT & SONS LLC	2065	53291	6098/231076	0.00	401.19
10100	70862616	09/10/2024	132936	MAIN STREET CAR WAS	2065	53291	INV 1154	0.00	12.00
10100	70862623	09/10/2024	104757	OFFICE DEPOT (BUSIN	2065	53220	383381481001	0.00	64.49
10100	70862677	09/11/2024	136191	MICHAEL D MEDINA DB	2065	532803	METAL GLASS FRAME	0.00	2,200.00
10100	70862725	09/12/2024	142466	CARREL'S OFFICE MAC	2065	53170	AR67689	0.00	35.87
10100	70862749	09/12/2024	110076	HOUSING AND COMMUNI	115	207795	HCD FEES BP 23 1879	0.00	22.00
10100	70862852	09/13/2024	104757	OFFICE DEPOT (BUSIN	2065	53220	383364073001	0.00	34.80
TOTAL CA	ASH ACCOUNT							0.00	4,887.71
TOTAL FUND							0.00	4,887.71	

PAGE NUMBER: 26 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 116 - SENIOR NUTRITION

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862609	09/10/2024	136121	HUNT & SONS LLC	5063	53291	6238/224219	0.00	78.40
10100	70862738	09/12/2024	136051	ELIOR INC	5063	53130	A668007481	0.00	4,200.00
10100	70862750	09/12/2024	132936	MAIN STREET CAR WAS	5063	53170	INV #1153	0.00	19.00
10100	70862834	09/13/2024	136121	HUNT & SONS LLC	5063	53291	SNP 231046	0.00	325.88
10100	70862875	09/13/2024	117079	VERIZON WIRELESS	5063	53120	9972821934	0.00	36.89
TOTAL CA	SH ACCOUNT							0.00	4,660.17
TOTAL FUND							0.00	4,660.17	

PAGE NUMBER: 27 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 117 - TRANSPORTATION OPERATIONS

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862694	09/11/2024	112380	PARATRANSIT SERVICE	3037	532360	COVID 08-2024	0.00	25,655.72
10100	70862765	09/12/2024	101231	PACIFIC GAS & ELECT	3037	53300	4985704735-8	0.00	3,069.28
TOTAL CA	SH ACCOUNT							0.00	28,725.00
TOTAL FL	ND							0.00	28,725.00

PAGE NUMBER: 28 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 211 - DENTAL INSURANCE

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862663 10100 70862663 TOTAL CHECK	09/11/2024 09/11/2024		BENEFIT COORDINATOR BENEFIT COORDINATOR		53230 53150	6.7% ADMIN FEE AUG 24 CLAIMS BOFJB	0.00 0.00 0.00	3,304.57 49,321.90 52,626.47
TOTAL CASH ACCOUNT							0.00	52,626.47
TOTAL FUND							0.00	52,626.47

PAGE NUMBER: 29 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 213 - VISION

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862663 10100 70862663 TOTAL CHECK	09/11/2024 09/11/2024		BENEFIT COORDINATOR BENEFIT COORDINATOR		53150 53230	AUG 24 CLAIMS BOFJB 8.5% ADMIN FEE	0.00 0.00 0.00	9,156.85 778.34 9,935.19
TOTAL CASH ACCOUNT							0.00	9,935.19
TOTAL FUND							0.00	9,935.19

PAGE NUMBER: 30 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 220 - TC SOLID WASTE MGMT AGY

CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	v7109	09/11/2024	102493	HUE & CRY SECURITY	4045	53300	866005	0.00	45.00
10100	70862661	09/11/2024	112295	APEX TECHNOLOGY MAN	4045	53170	TS1361548	0.00	119.85
10100	70862662	09/11/2024	103939	AT&T	4045	53120	9391032915	0.00	95.15
10100	70862675	09/11/2024	113113	GREEN WASTE OF TEHA	4045	558008	4019-10033 9278	0.00	5,658.48
10100	70862788	09/12/2024	122809	AMERICAN JANITORIAL	4045	53230	17583	0.00	475.00
TOTAL C	ASH ACCOUNT							0.00	6,393.48
TOTAL F	UND							0.00	6,393.48

PAGE NUMBER: 31 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 257 - TC IHSS PUBLIC AUTHORITY

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862875	09/13/2024	117079	VERIZON WIRELESS	5101	53120	9972821934	0.00	36.89
TOTAL CA	SH ACCOUNT							0.00	36.89
TOTAL FU	ND							0.00	36.89

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 295 - WELFARE REVOLVING

FUND	- 295 - W	ELFARE REVO	LVING						
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	909337	09/09/2024	99999	99999	29510	55400	CHILD CARE	0.00	272.23
10100	909338	09/09/2024	99999	99999	29510	55400	CHILD CARE	0.00	131.70
10100	909339	09/09/2024	99999	99999	29510	55400	CHILD CARE	0.00	563.24
10100	909340	09/09/2024	99999	99999	29510	55400	CHILD CARE	0.00	720.28
10100	909341	09/09/2024	99999	99999	29510	55402	FOSTER CARE	0.00	285.00
10100	909342	09/09/2024	99999	99999	29510	55402	FOSTER CARE	0.00	64.00
10100	909343	09/09/2024	99999	99999	29510	55402	FOSTER CARE	0.00	285.00
10100	909344	09/10/2024	99999	99999	29510	55398	CALWORKS	0.00	510.00
10100	909345	09/11/2024	99999	99999	29510	55400	CHILD CARE	0.00	504.20
10100	909346	09/11/2024	99999	99999	29510	55400	CHILD CARE	0.00	466.58
10100	909347	09/11/2024	99999	99999	29510	55400	CHILD CARE	0.00	666.55
10100	909348	09/11/2024	99999	99999	29510	55400	CHILD CARE	0.00	517.15
10100	909349	09/11/2024	99999	99999	29510	55400	ANCILLARY	0.00	22.00
10100	909350	09/11/2024	99999	99999	29510	55400	ANCILLARY	0.00	14.50
10100	909351	09/11/2024	99999	99999	29510	55400	ANCILLARY	0.00	5.50
10100	909352	09/11/2024	99999	99999	29510	55400	ANCILLARY	0.00	23.50
10100	909353	09/11/2024	99999	99999	29510	55400	CHILD CARE	0.00	288.83
10100	909354	09/11/2024	99999	99999	29510	55400	CHILD CARE	0.00	288.83
10100	909355	09/11/2024	99999	99999	29510	55400	CHILD CARE	0.00	504.20
10100	909356	09/11/2024	99999	99999	29510	55402	FOSTER CARE	0.00	1,258.00
10100	909357	09/11/2024	99999	99999	29510	55402	FOSTER CARE	0.00	568.00
10100	909358	09/11/2024	99999	99999	29510	55402	FOSTER CARE	0.00	730.00
10100	909359	09/11/2024	99999	99999	29510	55402	FOSTER CARE	0.00	1,258.00
10100	909360	09/11/2024	99999	99999	29510	55402	FOSTER CARE	0.00	1,258.00
10100	909361	09/11/2024	99999	99999	29510	55402	FOSTER CARE	0.00	690.00
10100	909362	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	335.94

PAGE NUMBER: 33 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 295 - WELFARE REVOLVING

- 233 - W	LLFARL KLVOI	LVING						
CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
909363	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	335.94
909364	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	804.63
909365	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	720.28
909366	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	335.94
909367	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	504.20
909368	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	563.24
909369	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	333.03
909370	09/12/2024	99999	99999	29510	55400	CHILD CARE	0.00	504.20
909371	09/13/2024	99999	99999	29510	55400	CHILD CARE	0.00	466.58
909372	09/13/2024	99999	99999	29510	55400	CHILD CARE	0.00	466.58
909373	09/13/2024	99999	99999	29510	55400	CHILD CARE	0.00	466.58
909374	09/13/2024	99999	99999	29510	55400	CHILD CARE	0.00	504.20
909375	09/13/2024	99999	99999	29510	55400	CHILD CARE	0.00	504.20
909376	09/13/2024	99999	99999	29510	55398	CALWORKS	0.00	170.00
909377	09/13/2024	99999	99999	29510	55398	CALWORKS	0.00	216.00
909378	09/13/2024	99999	99999	29510	55408	ADOPTION	0.00	407.00
ACCOUNT							0.00	19,533.83
)							0.00	19,533.83
	CHECK NO 909363 909364 909365 909366 909367 909368 909370 909371 909372 909373 909374 909375 909376 909377	CHECK NO ISSUE DT  909363 09/12/2024 909364 09/12/2024 909365 09/12/2024 909366 09/12/2024 909367 09/12/2024 909368 09/12/2024 909370 09/12/2024 909371 09/13/2024 909372 09/13/2024 909373 09/13/2024 909374 09/13/2024 909375 09/13/2024 909376 09/13/2024 909377 09/13/2024 909378 09/13/2024	909363 09/12/2024 99999 909364 09/12/2024 99999 909365 09/12/2024 99999 909366 09/12/2024 99999 909367 09/12/2024 99999 909368 09/12/2024 99999 909370 09/12/2024 99999 909371 09/13/2024 99999 909372 09/13/2024 99999 909373 09/13/2024 99999 909374 09/13/2024 99999 909375 09/13/2024 99999 909376 09/13/2024 99999 909377 09/13/2024 99999 909378 09/13/2024 99999 909378 09/13/2024 99999	CHECK NO ISSUE DT VENDOR NAME 909363 09/12/2024 99999 99999 909364 09/12/2024 99999 99999 909365 09/12/2024 99999 99999 909366 09/12/2024 99999 99999 909367 09/12/2024 99999 99999 909368 09/12/2024 99999 99999 909370 09/12/2024 99999 99999 909371 09/13/2024 99999 99999 909372 09/13/2024 99999 99999 909373 09/13/2024 99999 99999 909374 09/13/2024 99999 99999 909375 09/13/2024 99999 99999 909376 09/13/2024 99999 99999 909377 09/13/2024 99999 99999 909378 09/13/2024 99999 99999 909378 09/13/2024 99999 99999	CHECK NO ISSUE DT VENDOR NAME BUDGET UNIT 909363 09/12/2024 99999 99999 29510 909364 09/12/2024 99999 99999 29510 909365 09/12/2024 99999 99999 29510 909366 09/12/2024 99999 99999 29510 909367 09/12/2024 99999 99999 29510 909368 09/12/2024 99999 99999 29510 909370 09/12/2024 99999 99999 29510 909371 09/13/2024 99999 99999 29510 909372 09/13/2024 99999 99999 29510 909373 09/13/2024 99999 99999 29510 909374 09/13/2024 99999 99999 29510 909375 09/13/2024 99999 99999 29510 909376 09/13/2024 99999 99999 29510 909377 09/13/2024 99999 99999 29510 909378 09/13/2024 99999 99999 29510 909378 09/13/2024 99999 99999 29510 909378 09/13/2024 99999 99999 29510 909378 09/13/2024 99999 99999 29510	CHECK NO ISSUE DT VENDOR NAME BUDGET UNIT ACCNT 909363 09/12/2024 99999 99999 29510 55400 909364 09/12/2024 99999 99999 29510 55400 909365 09/12/2024 99999 99999 29510 55400 909366 09/12/2024 99999 99999 29510 55400 909367 09/12/2024 99999 99999 29510 55400 909368 09/12/2024 99999 99999 29510 55400 909369 09/12/2024 99999 99999 29510 55400 909370 09/12/2024 99999 99999 29510 55400 909371 09/13/2024 99999 99999 29510 55400 909372 09/13/2024 99999 99999 29510 55400 909373 09/13/2024 99999 99999 29510 55400 909374 09/13/2024 99999 99999 29510 55400 909375 09/13/2024 99999 99999 29510 55400 909376 09/13/2024 99999 99999 29510 55400 909377 09/13/2024 99999 99999 29510 55400 909378 09/13/2024 99999 99999 29510 55398 909378 09/13/2024 99999 99999 29510 55398 909378 09/13/2024 99999 99999 29510 55398 909378 09/13/2024 99999 99999 29510 55408 ACCOUNT	CHECK NO ISSUE DT VENDOR NAME BUDGET UNIT ACCNTDESCRIPTION 909363 09/12/2024 99999 99999 29510 55400 CHILD CARE 909364 09/12/2024 99999 99999 29510 55400 CHILD CARE 909365 09/12/2024 99999 99999 29510 55400 CHILD CARE 909366 09/12/2024 99999 99999 29510 55400 CHILD CARE 909367 09/12/2024 99999 99999 29510 55400 CHILD CARE 909368 09/12/2024 99999 99999 29510 55400 CHILD CARE 909369 09/12/2024 99999 99999 29510 55400 CHILD CARE 909370 09/12/2024 99999 99999 29510 55400 CHILD CARE 909371 09/13/2024 99999 99999 29510 55400 CHILD CARE 909372 09/13/2024 99999 99999 29510 55400 CHILD CARE 909373 09/13/2024 99999 99999 29510 55400 CHILD CARE 909374 09/13/2024 99999 99999 29510 55400 CHILD CARE 909375 09/13/2024 99999 99999 29510 55400 CHILD CARE 909376 09/13/2024 99999 99999 29510 55400 CHILD CARE 909377 09/13/2024 99999 99999 29510 55398 CALWORKS 909377 09/13/2024 99999 99999 29510 55398 CALWORKS 909378 09/13/2024 99999 99999 29510 55408 ADOPTION	Solution   Check No   TSSUE DT   VENDOR   NAME   BUDGET UNIT   ACCNT  DESCRIPTION   SALES TAX     909363   09/12/2024   99999   99999   29510   55400   CHILD CARE   0.00     909364   09/12/2024   99999   99999   29510   55400   CHILD CARE   0.00     909365   09/12/2024   99999   99999   29510   55400   CHILD CARE   0.00     909366   09/12/2024   99999   99999   29510   55400   CHILD CARE   0.00     909367   09/12/2024   99999   99999   29510   55400   CHILD CARE   0.00     909368   09/12/2024   99999   99999   29510   55400   CHILD CARE   0.00     909370   09/12/2024   99999   99999   29510   55400   CHILD CARE   0.00     909371   09/13/2024   99999   99999   29510   55400   CHILD CARE   0.00     909372   09/13/2024   99999   99999   29510   55400   CHILD CARE   0.00     909373   09/13/2024   99999   99999   29510   55400   CHILD CARE   0.00     909374   09/13/2024   99999   99999   29510   55400   CHILD CARE   0.00     909375   09/13/2024   99999   99999   29510   55400   CHILD CARE   0.00     909376   09/13/2024   99999   99999   29510   55400   CHILD CARE   0.00     909377   09/13/2024   99999   99999   29510   55400   CHILD CARE   0.00     909378   09/13/2024   99999   99999   29510   55398   CALWORKS   0.00     909378   09/13/2024   99999   99999   29510   55398   CALWORKS   0.00     909378   09/13/2024   99999   99999   29510   55408   ADOPTION   0.00     900378   09/13/2024   99999   99999   29510   55408   ADOPTION   0.00

PAGE NUMBER: 34 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 300 - C/Y UNSECURED

CASH ACCT	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862631	09/10/2024	136531	PJ HELICOPTERS INC	300	301800	860000209001 2024	0.00	1,637.82
10100	70862736	09/12/2024	136591	MICHAEL & JESSICA D	300	301800	850000051001 2024	0.00	237.64
TOTAL CAS	SH ACCOUNT							0.00	1,875.46
TOTAL FUN	ND							0.00	1,875.46

PAGE NUMBER: 35 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 307 - CURRENT YEAR SECURED

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862607	09/10/2024	136575	STEPHEN L HARPER ET	307	301800	033203001000 2023	0.00	657.66
10100	70862618	09/10/2024	136576	RICHARD MEHLING ETA	307	301800	022050031000 2023	0.00	1,494.01
TOTAL CAS	SH ACCOUNT							0.00	2,151.67
TOTAL FUN	ND							0.00	2,151.67

PAGE NUMBER: 36 DATE: 09/16/2024 TEHAMA COUNTY ACCTPA21

TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 310 - SUPPL SECURED TAX

CASH ACC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862586	09/10/2024	136502	888 VENTURES UNLIMI	310	301800	073162006000 2023	0.00	130.37
10100	70862625	09/10/2024	136577	TYLER AUSTIN WAYNE	310	301800	063070023000 2023	0.00	305.03
TOTAL CA	ASH ACCOUNT							0.00	435.40
TOTAL FL	JND							0.00	435.40

PAGE NUMBER: 37 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 418 - SHERIFF DOJ SERVICES

CASH A	ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862821	09/13/2024	109997	DEPT OF JUSTICE	418	301800	AUG 2024	0.00	2,652.00
TOTAL	CASH ACCOUNT							0.00	2,652.00
TOTAL	FUND							0.00	2,652.00

PAGE NUMBER: 38 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 421 - TAX COLLECTOR TRUST

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME		BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862557	09/09/2024	107997	WILLIAM F	R MCKNIGHT	421	301311	064100003000 2023	0.00	350.62
10100	70862591	09/10/2024	136578	CHRISTOPHE	ER BENTLEY	421	301311	910000027000 2023	0.00	341.98
10100	70862733	09/12/2024	126238	CORELOGIC	TAX SERVI	421	301311	064131006000 2023	0.00	11.09
10100	70862734	09/12/2024	123158	PETE DAILE	EY & KAREN	421	301311	013440033000 2023	0.00	251.84
10100	70862767	09/12/2024	129636	LOGAN PH	ILLIPS	421	301311	830007856000 2024	0.00	4,736.16
10100	70862777	09/12/2024	136588	MARIE A RO	OSALES	421	301311	041380037001 2023	0.00	294.09
TOTAL CA	SH ACCOUNT								0.00	5,985.78
TOTAL FU	ND								0.00	5,985.78

PAGE NUMBER: 39 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 431 - ANIMAL CONTROL-DEPOSITS

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862746	09/12/2024	136589	RAYMOND AND SANDRA	431	301800	S/N DEPOSIT REFUND	0.00	75.00
TOTAL CA	SH ACCOUNT							0.00	75.00
TOTAL FU	ND							0.00	75.00

PAGE NUMBER: 40 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 451 - DNA IDENT GC 76104.6

CASH ACC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862700	09/11/2024	101620	STATE TREASURER	45110	55464	APR-JUN GC 76104.6	0.00	2,646.26
TOTAL CA	ASH ACCOUNT							0.00	2,646.26
TOTAL FU	JND							0.00	2,646.26

PAGE NUMBER: 41 DATE: 09/16/2024 TIME: 15:27:08 TEHAMA COUNTY ACCTPA21

CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 453 - STATE DNA

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862700	09/11/2024	101620	STATE TREASURER	453	301800	APR-JUN GC 76104.7	0.00	42,061.77
TOTAL CA	SH ACCOUNT							0.00	42,061.77
TOTAL FU	ND							0.00	42,061.77

PAGE NUMBER: 42 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 504 - TCSLA GRANTS

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862753	09/12/2024	103252	DENNIS MCDANIEL DBA	50410	558002	3898	0.00	1,930.50
TOTAL CAS	SH ACCOUNT							0.00	1,930.50
TOTAL FUN	ND							0.00	1,930.50

#### DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 510 - PRISONERS WELFARE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 10100 TOTAL CHE	70862564 70862564 CK	09/09/2024 09/09/2024	113383 113383	RESERVE ACCOUNT RESERVE ACCOUNT	51010 51010	53220 53220	JULY 2024 JUNE 2024	0.00 0.00 0.00	6.14 2.59 8.73
10100	70862681	09/11/2024	130113	IC SOLUTIONS	51010	53120	014163	0.00	386.00
10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100 10100	70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685 70862685	09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024 09/11/2024	108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299 108299	KEEFE COMMISSARY NE	51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010 51010	53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130 53130	4515690-3474961 4478563-3449685 45024774-3464665 4558088-3503438 4448978-3428002 488384-3454905 4538349-3488891 4427996-3412750 4498484-3461846 4398875-3391423 4468097-3443071 4548367-3496597 4418009-3405480 4408892-3399164 4458214-3434372 4463768 4463568 4503803 4423362 4403537 4453934 4415081 4513139 4554081 4545122 4475933 456392 475933 456392 475933 456392 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 475933 47593 47593 47593 47593 47593 47593 47593 47593 47593 47593 47593	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	-37.61 -27.36 -17.40 -13.52 -9.83 -8.14 -5.97 -4.52 -4.30 -4.07 -3.86 -3.85 -3.54 -2.73 -0.97 1,133.08 1,150.00 1,220.73 956.57 969.97 1,371.17 1,457.84 1,459.54 1,551.22 1,707.12 1,760.69 1,791.83 1,915.28 1,936.71 516.00 645.00 667.39 688.00 26,454.01
	70862802	09/13/2024	103939	АТ&Т	51010	53120	000022231806	0.00	391.94
10100	70862815	09/13/2024	111127	CHARTER COMMUNICATI	51010	53230	176977301070124	0.00	3.75
10100	70862835 70862835 70862835 CK	09/13/2024 09/13/2024 09/13/2024	130113	IC SOLUTIONS IC SOLUTIONS IC SOLUTIONS	51010 51010 51010	53120 53120 53120	014044 014805 014503	0.00 0.00 0.00 0.00	57.07 141.40 1,638.15 1,836.62

PAGE NUMBER: 44 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 510 - PRISONERS WELFARE

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862836 10100 70862836 10100 70862836 TOTAL CHECK	09/13/2024 09/13/2024 09/13/2024	108299	KEEFE COMMISSARY NE KEEFE COMMISSARY NE KEEFE COMMISSARY NE	51010	53130 53130 53130	4573132 1873745 4567730-350262	0.00 0.00 0.00 0.00	1,717.37 602.00 -47.11 2,272.26
TOTAL CASH ACCOUNT							0.00	31,353.31
TOTAL FUND							0.00	31,353.31

PAGE NUMBER: 45 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 527 - TC TRANS COMM ADM

CASH AC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862674	09/11/2024	125072	GREEN DOT TRANSPORT	3033	53230	1674	0.00	18,083.50
10100	70862760	09/12/2024	123562	OBSIDIAN	3033	53230	MSP 23772	0.00	1,810.57
10100	70862783	09/12/2024	110358	SURVEY MONKEY.COM,	3033	53200	46021785	0.00	300.00
10100	70862860	09/13/2024	134948	UBEO MIDCO LLC	3033	53220	4618449	0.00	269.91
TOTAL C	ASH ACCOUNT							0.00	20,463.98
TOTAL F	UND							0.00	20,463.98

PAGE NUMBER: 46 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 535 - TC CHILD & FAMILIES COMM

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862563	09/09/2024	134948	UBEO MIDCO LLC	53510	53230	4609630	0.00	9,652.43
10100	70862577	09/09/2024	132833	TRIPLE P POSITIVE P	53510	555220	INTPA26862	0.00	2,935.00
10100 10100 TOTAL CHI	70862667 70862667 ECK	09/11/2024 09/11/2024		ATHENA ANN DYER ATHENA ANN DYER	53510 53510	555206 555206	JULY 2024 AUGUST 2024	0.00 0.00 0.00	375.00 375.00 750.00
10100	70862668	09/11/2024	131138	ECLIPSE MEDIA SOLUT	53510	53230	8426	0.00	112.50
10100	70862671	09/11/2024	119590	FIRST 5 ASSOCIATION	53510	53200	202520	0.00	5,850.00
10100 10100 TOTAL CHI	70862755 70862755 ECK	09/12/2024 09/12/2024		HEIDI MENDENHALL HEIDI MENDENHALL	53510 53510	53290 53120	CAB FOR 8/22/24 JULY/AUG GOOGLE WOR	0.00 0.00 0.00	23.00 172.80 195.80
10100	70862770	09/12/2024	134948	UBEO MIDCO LLC	53510	53230	4621538	0.00	198.24
10100	70862776	09/12/2024	125154	ROLLING HILLS CASIN	53510	555206	03-05-25 EVENT 3896	0.00	1,750.00
TOTAL CAS	SH ACCOUNT							0.00	21,443.97
TOTAL FU	ND							0.00	21,443.97

PAGE NUMBER: 47 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

#### FUND - 601 - AIR POLLUTION DISTRICT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862576	09/09/2024	119450	JOE TONA	60110	53290	EMP TRAVEL/TRAINING	0.00	319.08
10100	70862578	09/09/2024	135756	TRUSTED TECH TEAM L	60110	53170	INV 134453	0.00	54.61
10100	70862580	09/09/2024	117079	VERIZON WIRELESS	60110	53120	9974786710	0.00	139.59
TOTAL CAS	SH ACCOUNT							0.00	513.28
TOTAL FUN	ND							0.00	513.28

PAGE NUMBER: 48 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 603 - WATER CONSERVATION

CASH ACCT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862843 10100 70862843 10100 70862843 10100 70862843 TOTAL CHECK	09/13/2024 09/13/2024 09/13/2024 09/13/2024	130395 130395	LUHDORFF & SCALMANI LUHDORFF & SCALMANI LUHDORFF & SCALMANI LUHDORFF & SCALMANI	60310 60310	53230 53230 53230 53230	41768 41768 41768 41768	0.00 0.00 0.00 0.00 0.00	9,228.75 9,474.57 29,497.59 66,155.39 114,356.30
TOTAL CASH ACCOUNT							0.00	114,356.30
TOTAL FUND							0.00	114,356.30

PAGE NUMBER: 49 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 605 - TC SANITATION DIST #1

CASH ACC	CT CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100	70862551	09/09/2024	112395	HOME DEPOT CREDIT S	60510	53140	5514563	0.00	35.39
10100	70862552	09/09/2024	112395	HOME DEPOT CREDIT S	60510	53140	7511381	0.00	13.63
10100	70862602	09/10/2024	115951	FRONTIER	60510	53120	5305953420-09/05	0.00	107.28
10100	70862853	09/13/2024	101226	PACE ENGINEERING IN	60510	53230	50956	0.00	634.00
10100	70862854	09/13/2024	101232	PACIFIC GAS & ELECT	60510	53300	6227122645	0.00	422.91
TOTAL CA	ASH ACCOUNT							0.00	1,213.21
TOTAL FU	JND							0.00	1,213.21

PAGE NUMBER: 50 TEHAMA COUNTY ACCTPA21

DATE: 09/16/2024 TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 613 - FARMER PROGRAM GRANT

C	ASH ACCT	T CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1	0100	70862683	09/11/2024	132168	HARBINDER JANDA	61310	55520	FARMER	0.00	48,586.00
1	0100	70862719	09/12/2024	136585	ANTONIO BELO	61310	55520	FARMER	0.00	51,494.00
1	0100	70862721	09/12/2024	136587	JAMES BINGHAM	61310	55520	FARMER	0.00	54,840.00
Т	OTAL CAS	SH ACCOUNT							0.00	154,920.00
Т	OTAL FUN	ND							0.00	154,920.00

PAGE NUMBER: 51 DATE: 09/16/2024 TEHAMA COUNTY ACCTPA21

TIME: 15:27:08 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '101' and '615' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00:0 ACCOUNTING PERIOD: 3/2025

FUND - 615 - CARB WOODSMOKE GRANT

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862676	09/11/2024 128141	HEAT TECH INDUSTRI	E 61510	55520	TC 3-042 YR3	0.00	5,000.00
TOTAL CASH ACCOUNT						0.00	5,000.00
TOTAL FUND						0.00	5,000.00
TOTAL REPORT						0.00	1,245,061.21

PAGE NUMBER: 1 DATE: 09/16/2024 TEHAMA COUNTY ACCTPA21

TIME: 15:32:15 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '700' and '8999' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00: ACCOUNTING PERIOD: 3/2025

FUND - 712 - TEHAMA MAJOR CRIMES UNIT

	CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
	10100	70862541	09/09/2024	т0042853	ENTERPRISE CAR RENT	71210	53290	90162875509	0.00	182.49
	10100	70862804	09/13/2024	117161	AT&T MOBILITY/CINGU	71210	53120	834696643x090620	0.00	541.72
	TOTAL CAS	SH ACCOUNT							0.00	724.21
TOTAL FUND 0.00					0.00	724.21				

PAGE NUMBER: 2 DATE: 09/16/2024 TEHAMA COUNTY ACCTPA21

TIME: 15:32:15 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.fund between '700' and '8999' and transact.ck\_date between '20240908 00:00:00.000' and '20240914 00:00: ACCOUNTING PERIOD: 3/2025

FUND - 895 - CAVALLERO, LINDA

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	BUDGET UNIT	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
10100 70862798	09/13/2024 134133	4417 CUBESMART	895	301800	5004358477/UNIT5080	0.00	123.00
TOTAL CASH ACCOUNT						0.00	123.00
TOTAL FUND						0.00	123.00
TOTAL REPORT						0.00	847.21



# **Tehama County**

Agenda Request Form

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

File #: 24-1606 Agenda Date: 10/1/2024 Agenda #: 2.

# **AUDITOR'S CLAIM**

# Requested Action(s)

a) Court Operations, 2026-53221, John Hamel & Associates, \$2,400

# **Financial Impact:**

As Listed.

# **Background Information:**

Click here to enter Background Info.

#### **COUNTY OF TEHAMA**

STATE OF CALIFORNIA

CLAIM/AUTHORIZATION FOR RELEASE OF FUNDS

CLAIMANT'S NAME: John Hamel & Associates

ADDRESS: DBP: 35 Arbor Court, Cotati, CA 94931

JUA	DITORS USE ONLY						
COUNTY CLAIM NO:							
VENDOR NO: 127054	KP & VERIFIED:						

(Do not addres	s if transaction	is between county	departments)		C	DEPARTMENT USE		
DEPARTMENT:		Defense C	ounsel		PURCHASE ORDER/AGREEMENT NO:			
FUND/DEPT	ACCT. NO 52320	PROJECT NO.	ACCT. NO.	WA	RRANT DESRIPTI	ONS (25 positions)	AMOUNT	NΛ
2026	53221				fornia v. \$240 e # 21CR003112			
								¥
	DESCRIPTIO	DN - CLAIMS MUST	BE ITEMIZED A	ND INVOIC	ES ATTACHED.	TOTAL >	\$	
DATE		2,400.00						
8/12/24 <b>-</b> 9/10/24	Consultation Services							
,	Ex-Parte Appointment of Expert Services							
	Purchase	Order Required	:		Agreement I	Required:		
	<ul><li>Supplies</li><li>Supplies</li><li>One-time</li></ul>	over allowed maxim + labor or installatic Services (Ins. must ). Number above &	num on charges t be on file)		<ul><li>All services (</li><li>Insurance m</li></ul>	except one-time		

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

AUDITOR USE ONLY	_
I hereby certify that the above claim was examined and approved by this office.  LEROY ANDERSON	1 the
By AZ 9/17/24 Auditor/Controller	CLAIMANT 6/11/24
Deputy County Auditor BOARD OF SUPERVISORS	I hereby certify, under penalty of perjury, that I have not violated any of the previsions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. Code, Futhermore,
Approved: Date	that the articles of services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above that the articles or services have been delivered or performed as stated hereon except as
Chairman	otherwise indicated by me.
SIGNED	



# **Tehama County**

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

# Agenda Request Form

File #: 24-1525 Agenda Date: 10/1/2024 Agenda #: 3.

#### **ADMINISTRATION**

# Requested Action(s)

- a) AGREEMENT Request approval and authorization for the Chair to sign the Agreement with Bowlin Investigations for the purpose of providing investigative services to indigent persons in Tehama County Courts for a term of 10/1/24 through 9/30/27 (subject to receipt of required insurance documentation)
  - 1) Shannon Bowlin Investigative Services in the amount of: \$42,000 per annum for the time period of 10/1/24 through 9/30/25;
    - \$48,000 per annum for the time period of 10/1/25 through 9/30/26;
    - \$48,000 per annum for the time period of 10/1/26 through 9/30/27

# **Financial Impact:**

Funding has been appropriated in the Fiscal Year 2024/25 Public Defender budget unit 2026-53230 and will be budgeted for each subsequent year of this agreement.

# **Background Information:**

Investigative services shall be provided upon request by any attorney who is either under contract with the County or appointed by the Superior Court of Tehama County to represent indigent clients in Tehama County Courts. Since 2019, Bowling Investigations has been dedicated to delivering high-quality investigative services. To ensure ongoing consistency and reliability, we are seeking a multi-year agreement. For the first year of this agreement, the monthly compensation will increase from \$3,000 to \$3,500. In the subsequent two years, the monthly compensation will increase from \$3,500 to \$4,000. The compensation outlined in this agreement is comprehensive and includes payment for all services rendered, including hourly rates, mileage, per diem, meals, and any other incurred expenses.

# AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND BOWLIN INVESTIGATIONS

This agreement is entered into between the County of Tehama ("County") and Bowlin Investigations ("Contractor") for the purpose of providing investigative services to indigent persons in Tehama County Courts.

#### 1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide investigative services upon request of any attorney in any proceeding where that attorney is under contract with the County or the Tehama County Superior Court to provide services for indigents before the Tehama County Courts. It shall be the obligation of the Contractor to provide such services and in such manner as reasonably requested by said attorney. Additionally, investigative services shall be provided in the same manner to any attorney appointed by the Superior Court of Tehama County to represent indigent persons before the Court, regardless of any contractual relationship with the Court or County. Contractor shall be available at such reasonable times and places so as to meet the need of the attorneys utilizing their services. Contractor shall not be required to provide services to attorneys representing indigents under private representation or *pro bono*.

It is the intent of this contract to provide, except as set forth herein, investigative services to be utilized by attorneys under public defender contract and by such other attorneys appointed by the Court to represent defendants in proceedings where the Defendant, as determined by the Court, is indigent. Such services would be provided in, but not limited to, criminal, juvenile, custody, paternity, guardianship, contempt, habeas corpus, and LPS conservatorship proceedings.

County has determined, in consultation with the Tehama County Superior Court, to provide such services through contracts with licensed private investigators such as Contractor. Contractor shall be responsible for one-half of the investigative caseload for these services.

# 2. **RESPONSIBILITIES OF THE COUNTY**

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

#### 3. COMPENSATION, BILLING, AND PAYMENT

County shall pay to Contractor the sum of \$3,500 monthly. For the term from October 1, 2024, to September 30, 2025, compensation shall, for the full year, be in the amount of \$42,000;

County shall pay to Contractor the sum of \$4,000 monthly. For the term from October 1, 2025, to September 30, 2026, compensation shall, for the full year, be in the amount of \$48,000;

County shall pay to Contractor the sum of \$4,000 monthly. For the term from October 1, 2026, to September 30, 2027, compensation shall, for the full year, be in the amount of \$48,000.

The compensation paid to the Contractor pursuant to this contract is to be the total compensation and includes payment for any hourly rate, mileage, per diem, meals, or any other expenses incurred by Contractor.

# 4. TERM OF AGREEMENT

This agreement shall commence on October 1, 2024 and shall terminate September 30, 2027, unless terminated in accordance with section 5 below.

## 5. <u>TERMINATION OF AGREEMENT</u>

A party to this contract may without cause terminate their rights and obligations under this contract upon sixty (60) days written notice to the other party. County shall terminate the contract if Contractor is determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this agreement immediately 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 Tehama County Chief Administrator.

#### 6. 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.

#### 7. **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.

#### 8. **RECORD KEEPING**

Contractor shall keep such records as may be required by the Tehama County Superior Court to enable the Court in appropriate proceedings to determine the amount of reimbursement which may be ordered pursuant to Penal Code §987.8, or any other statute. Such record keeping shall include, but not necessarily be limited to, the time spent by Contractor and any expenses incurred by Contractor. It shall be the responsibility of the Contractor and any other Court-appointed investigators to meet and confer and to devise a method by which the relative workload of each investigator will be essentially equal. In so doing, investigators are entitled to secure cooperation between attorneys presently under contract with the County of Tehama to make such record keeping and to coordinate such records.

# 9. <u>EMPLOYMENT STATUS</u>

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

## 10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify the County of Tehama, the Tehama County Superior Court, and their respective elected and appointed officials, officers, and employees, agents and volunteers (collectively the "County affiliates") against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County affiliates), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County affiliates) 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 affiliates against any adverse Page 3 of 10

determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County affiliates with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

#### 11. **INSURANCE**

Contractor shall procure and maintain liability and errors and omissions insurance in the form and amounts set forth in the Certificate of Liability Insurance attached hereto as Exhibit "A."

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."

#### 12. **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.

# 13. 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.

#### 14. 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.

15. **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.

16. <u>LAW AND VENUE</u>

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:

County of Tehama

County Administration Office

Attention: Chief Administrator

727 Oak Street

Red Bluff, CA 96080

With a copy to:

**Tehama County Superior Court** 

Attention: Presiding Judge

1740 Walnut Street

Red Bluff, CA 96080

If to Contractor:

**Bowlin Investigations** 

2717 West Highway 3

Yreka, CA 96097

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

Page 5 of 10

**70** 

# 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. <u>COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING</u>

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

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

	COUNTY OF TEHAMA	
Date:		
	Chair, Board of Supervisors	

#### **BOWLIN INVESTIGATIONS**

Date: 201401 Det 16, 2024	Shanner	Bowlin	
7	Shannon Bowlin		

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

130112

Vendor/Contractor Number

2026-53230

**Budget Account Number** 

Dowlin in westigations 90 aginail. CEM Vendor/Contractor email address

(530) 905-0775 Vendor/Contractor phone 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 hability 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.

# E-Contract Review Approval as to Form

Department Name: Administration

Vendor Name: Bowlin Investigations

Contract Description: For the purpose of providing investigative services to

indigent persons in Tehama County Courts

APPROVED AS TO FORM:

Date: 09/12/2024

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



### **Tehama County**

Agenda Request Form

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

File #: 24-1526 Agenda Date: 10/1/2024 Agenda #: 4.

#### **ADMINISTRATION**

#### Requested Action(s)

- a) AGREEMENT Request approval and authorization for the Chair to sign the Agreement with Ken Bowlin Investigations for the purpose of providing investigative services to indigent persons in Tehama County Courts for a term of 10/1/24 through 9/30/27: (subject to receipt of required insurance documentation)
  - 1) Ken Bowlin Investigative Services in the amount of:
    - \$42,000 per annum for the time period of 10/1/24 through 9/30/25;
    - \$48,000 per annum for the time period of 10/1/25 through 9/30/26;
    - \$48,000 per annum for the time period of 10/1/26 through 9/30/27

#### **Financial Impact:**

Funding has been appropriated in the Fiscal Year 2024/25 Public Defender budget unit 2026-53230 and will be budgeted for each subsequent year of this agreement.

#### **Background Information:**

Investigative services shall be provided upon request by any attorney who is either under contract with the County or appointed by the Superior Court of Tehama County to represent indigent clients in Tehama County Courts. Since 2019, Bowling Investigations has been dedicated to delivering high-quality investigative services. To ensure ongoing consistency and reliability, we are seeking a multi-year agreement. For the first year of this agreement, the monthly compensation will increase from \$3,000 to \$3,500. In the subsequent two years, the monthly compensation will increase from \$3,500 to \$4,000. The compensation outlined in this agreement is comprehensive and includes payment for all services rendered, including hourly rates, mileage, per diem, meals, and any other incurred expenses.

## AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND KEN BOWLIN INVESTIGATIONS

This agreement is entered into between the County of Tehama ("County") and Ken Bowlin Investigations ("Contractor") for the purpose of providing investigative services to indigent persons in Tehama County Courts.

#### 1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide investigative services upon request of any attorney in any proceeding where that attorney is under contract with the County or the Tehama County Superior Court to provide services for indigents before the Tehama County Courts. It shall be the obligation of the Contractor to provide such services and in such manner as reasonably requested by said attorney. Additionally, investigative services shall be provided in the same manner to any attorney appointed by the Superior Court of Tehama County to represent indigent persons before the Court, regardless of any contractual relationship with the Court or County. Contractor shall be available at such reasonable times and places so as to meet the need of the attorneys utilizing their services. Contractor shall not be required to provide services to attorneys representing indigents under private representation agreements or *pro bono*.

It is the intent of this contract to provide, except as set forth herein, investigative services to be utilized by attorneys under public defender contract and by such other attorneys appointed by the Court in to represent defendants in proceedings where Defendant, as determined by the Court, is indigent. Such services would be provided in, but not limited to, criminal, juvenile, custody, paternity, guardianship, contempt, habeas corpus, and LPS conservatorship proceedings.

County has determined, in consultation with the Tehama County Superior Court, to provide such services through contracts with licensed private investigators such as Contractor. Contractor shall be responsible for one-half of the investigative caseload for these services.

#### 2. **RESPONSIBILITIES OF THE COUNTY**

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

#### 3. COMPENSATION, BILLING, AND PAYMENT

County shall pay to Contractor the sum of \$3,500 monthly. For the term from October 1, 2024, to September 30, 2025, compensation shall, for the full year, be in the amount of \$42,000;

County shall pay to Contractor the sum of \$4,000 monthly. For the term from October 1, 2025, to September 30, 2026, compensation shall, for the full year, be in the amount of \$48,000;

County shall pay to Contractor the sum of \$4,000 monthly. For the term from October 1, 2026, to September 30, 2027, compensation shall, for the full year, be in the amount of \$48,000.

The compensation paid to the Contractor pursuant to this contract is to be the total compensation and includes payment for any hourly rate, mileage, per diem, meals, or any other expenses incurred by Contractor.

#### 4. TERM OF AGREEMENT

This agreement shall commence on October 1, 2024 and shall terminate September 30, 2027, unless terminated in accordance with section 5 below.

#### 5. <u>TERMINATION OF AGREEMENT</u>

A party to this contract may without cause terminate their rights and obligations under this contract upon sixty (60) days written notice to the other party. County shall terminate the contract if Contractor is determined by the Superior Court not to be properly performing their duties hereunder. County may terminate this agreement immediately 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 Tehama County Chief Administrator.

#### 6. 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.

#### 7. **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.

#### 8. **RECORD KEEPING**

Contractor shall keep such records as may be required by the Tehama County Superior Court to enable the Court in appropriate proceedings to determine the amount of reimbursement which may be ordered pursuant to Penal Code §987.8, or any other statute. Such record keeping shall include, but not necessarily be limited to, the time spent by Contractor and any expenses incurred by Contractor. It shall be the responsibility of the Contractor and any other Court-appointed investigators to meet and confer and to devise a method by which the relative workload of each investigator will be essentially equal. In so doing, investigators are entitled to secure cooperation between attorneys presently under contract with the County of Tehama to make such record keeping and to coordinate such records.

#### 9. EMPLOYMENT STATUS

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

#### 10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify the County of Tehama, the Tehama County Superior Court, and their respective elected and appointed officials, officers, and employees, agents and volunteers (collectively the "County affiliates") against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County affiliates), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County affiliates) 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 affiliates against any adverse Page 3 of 10

determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County affiliates with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

#### 11. **INSURANCE**

Contractor shall procure and maintain liability and errors and omissions insurance in the form and amounts set forth in the Certificate of Liability Insurance attached hereto as Exhibit "A."

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."

#### 12. **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.

#### 13. **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.

#### 14. 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.

15. **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.

16. <u>LAW AND VENUE</u>

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:

County of Tehama

County Administration Office

Attention: Chief Administrator

727 Oak Street

Red Bluff, CA 96080

With a copy to:

**Tehama County Superior Court** 

Attention: Presiding Judge

1740 Walnut Street

Red Bluff, CA 96080

If to Contractor:

Ken Bowlin Investigations

2717 West Highway 3

Yreka, CA 96097

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

Page 5 of 10

82

#### 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. <u>COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING</u>

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

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

COUNTY OF THIAMA

	COUNTIOF IEHAMA	
Date:		
	Chair, Board of Supervisors	

KEN BOWLIN INVESTIGATIONS

Date: 9-16-24

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

132334

**Vendor/Contractor Number** 

2026-53230

**Budget Account Number** 

KENSHORSESEKBE COMMIL-COM

Vendor/Contractor email address

530 905 059A Vcndor/Contractor phone 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-incensed 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 Page 9 of 10

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.

# E-Contract Review Approval as to Form

Department Name: Administration

Vendor Name: Bowlin Investigations

Contract Description: For the purpose of providing investigative services to

indigent persons in Tehama County Courts

APPROVED AS TO FORM:

Date: 09/12/2024

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



## **Tehama County**

Agenda Request Form

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

File #: 24-1407 Agenda Date: 10/1/2024 Agenda #: 5.

#### **CHILD SUPPORT SERVICES**

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair and the Director to sign the Agreement with Peerless Building Maintenance Company, for the purpose of providing janitorial services at 1005 Vista Way Suite A, Red Bluff, with total maximum compensation not to exceed \$15,120, effective 11/1/24 and shall terminate 10/31/25

#### **Financial Impact:**

The Department of Child Support Services has budgeted for this expense within the FY 2024/25 budget calculations, account 5015-53140. The Department of Child Support Services is a state and federally funded program, and this expenditure will not affect the general fund.

#### **Background Information:**

Peerless Janitorial has provided custodial services for Child Support Services for more than 15 years and the department has been happy with the services provided. Their staff have been trained in mandated information safeguarding training as per state policy.

## AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PEERLESS BUILDING MAINTENANCE

This agreement is entered into between the County of Tehama, through its department of Child Support Services, ("County") and Peerless Building Maintenance Company, ("Contractor") for the purpose of janitorial services located at 1005 Vista Way, Suite A, Red Bluff, California.

#### 1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

Provide County with list of employees who will gain access to the building to provide janitorial service.

#### TWICE WEEKLY

- a. Empty all waste baskets, replacing plastic bags if used, and take waste to the dumpster.
- b. Clean and polish restroom fixtures, mirrors, and floors. Clean restroom toilet fixtures with antibacterial solution, refill dispensers.
- c. Vacuum all carpets, including under desks and behind doors. Dust and mop tile/linoleum floors.
- d. Dust tables, counters and spot clean as needed. Remove smudges from doors, doorframes, light switches, and Formica surfaces.
- e. Disinfect all door handles.
- f. Wash front Reception glass doors inside and out.

#### WEEKLY SERVICES

- a. Wet mop linoleum floors, check for and remove cobwebs, (2) bathrooms, (1) kitchen/breakroom and (1) lobby.
- b. Wipe down bathroom stalls.

#### **MONTHLY SERVICES**

a. Spot clean walls, dust areas above height including door tops, desk and shelving units upper areas, air conditioning vents, etc.

#### **QUARTERLY SERVICES**

a. Wash windows, inside and out.

#### 2. **RESPONSIBILITIES OF THE COUNTY**

County shall make the building at 1005 Vista Way, Suite A accessible to employees of Contractor. County shall compensate Contractor for its services pursuant to Sections 3 and 4 of this agreement.

#### 3. <u>COMPENSATION</u>

After satisfactorily completing the duties described in this Agreement, Contractor shall be paid \$1,118.92 for the months of November and December 2024. For January 2025 through October 2025, the Contractor shall be paid monthly rate per attached proposal, Exhibit B. The Maximum Compensation payable under this Agreement shall not exceed \$15,120. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

#### 4. <u>BILLING AND PAYMENT</u>

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

#### 5. <u>TERM OF AGREEMENT</u>

This agreement shall commence on November 1, 2024 and shall terminate October 31, 2025, 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 Child Support Services Director or his/her designee.

#### 7. <u>ENTIRE AGREEMENT; MODIFICATION</u>

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. <u>EMPLOYMENT STATUS</u>

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

#### 10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board

and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

#### 11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to <u>Exhibit A</u>, "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. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>

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: Tonya Moore, Director

Tehama County Child Support Services

1005 Vista Way, Suite A Red Bluff, CA 96080

If to Contractor: Peerless Building Maintenance

4655 Mountain Lakes Blvd.

Redding, CA 96003

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. <u>LICENSING OR ACCREDITATION</u>:

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. <u>HAZARDOUS MATERIALS</u>:

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. <u>COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING</u>

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. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to perform janitorial services. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
  - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
  - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have inadvertently become aware of information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

#### 28. GOVERNMENT CODE SECTION 31000 FINDING

By approving this contract, the Board of Supervisors finds that all existing County maintenance and custodial employee resources located in proximity to the facilities served by this contract are fully committed to serving other County buildings, and that each of the facilities served by this contract is therefore remote from any available county employee resources. The Board further finds that the County's economic interests are best served by this contract rather than by paying additional travel and subsistence expenses to existing county maintenance and custodial employees.

#### 29. <u>INFORMATION SECURITY</u>

In performance of this contract, the Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosures of returns and return information may also result in an award of

civil damages against the officer or employee in an amount not less than \$1000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n) 1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C.552a(i)(l), which is made applicable to contractors by 5 U.S.C. 552a(m)(l), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The Contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The Contractor should not wait to conduct an internal investigation to determine if FTI was involved.

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

**COUNTY OF TEHAMA** 

Date:		
	Chairman, Board of Supervisors	
Date:		
	Tonya Moore, Director	
	PEERLESS	
Date:		
	Terry Tuttle, Manager	

101267 Vendor Number

<u>53140</u>

Budget Account Number

 $Standard\ Form\ of\ Agreement-Services\ adopted\ 12\text{-}08\text{-}22$ 

#### 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.



August 15, 2024

Tehama Co. DCSS Attn: Beatrice Bradley 1005 Vista Way, Suite A Red Bluff, CA 96080

#### Dear Beatrice:

As you probably are aware, the minimum wage is increasing on January 1, 2025 from \$16.00 per hour to \$16.50 per hour. Since our janitors are paid minimum wage, this has a direct impact of 3.25% on our labor cost. This cost goes directly to the bottom line. Therefore, I am asking for a 3.25% increase. Your current monthly price of \$1,118.92 will increase as of January 1, 2025 to the new price of \$1,155.30. If the minimum wage goes from \$16.00 per hour to \$18.00 per hour, it will be a 12.5% increase and your current monthly price of \$1,118.92 would increase as of January 1, 2025 to the new price of \$1,258.79.

In closing, most of my long term clients know we do not ask for increases <u>ever</u> unless the minimum wage increases or there is a change in service. In the same respect, there is never a good time for an increase. If necessary, we are willing to renegotiate the level of service provided or the frequency of service to offset the increase.

We at Peerless strive to provide the highest quality service we can and we hope to keep your valued business. Please respond to this letter by 9/30/24 by phone, mail, fax or email (peerlessnorth@yahoo.com).

Thank you for your time and consideration.

Sincerely,

Terry Tuttle, Owner/Manager

# E-Contract Review Approval as to Form

Department Name: Child Support Services

Vendor Name: Peerless Building Maintenance

Contract Description: For the purpose of providing janitorial services

APPROVED AS TO FORM: Date: 08/22/2024

Office of the Tehama County Counsel Margaret Long, County Counsel



## **Tehama County**

#### Agenda Request Form

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

File #: 24-1505 **Agenda Date:** 10/1/2024 **Agenda #:** 6.

#### **FIRE**

#### Requested Action(s)

- a) Request approval and authorization for the Fire Chief to accept grant funding in the amount of \$20,000 through the California Department of Forestry Volunteer Fire Capacity Grant to be used for the purchase of fire protection gear for Tehama County Volunteers
- b) AGREEMENT / RESOLUTION Request adoption of a resolution approving and authorizing the Fire Chief to execute Grant Agreement #7GF24318 with the Department of Forestry and Fire Protection relative to disbursement of Volunteer Fire Capacity funds for the maximum amount not to exceed \$20,000, effective upon the last signatory date, terminating 6/30/25

#### **Financial Impact:**

This grant requires a 50/50 match. Grant provides funding of \$20,000 with an additional \$22,222.67 requested in the FY 2024-25 budget, account 2042-53110.

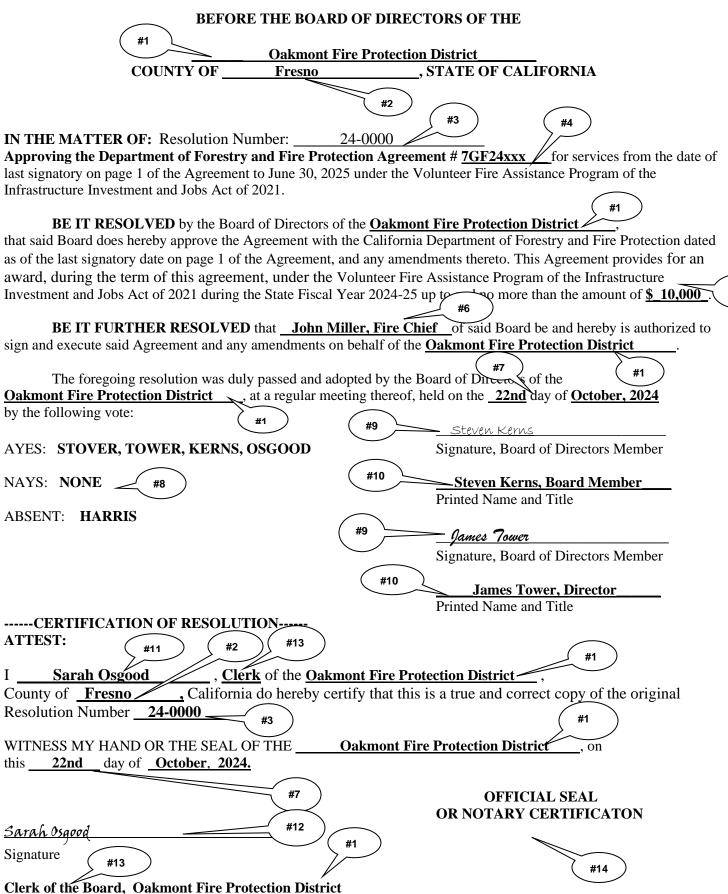
#### **Background Information:**

Previously known as the Volunteer Fire Assistance Grant and the Rural Fire Capacity Grant, the Fire Department has been receiving this grant for 20+ years. Grant award will help fund the purchase of fire protection gear for the Tehama County Volunteers including structure jackets and pants, wildland shrouds, and headlamps. Approval to apply for the grant was given by the Board on May 21, 2024.

## BEFORE THE BOARD OF SUPERVISORS OF THE TEHAMA COUNTY FIRE DEPARTMENT COUNTY OF TEHAMA, STATE OF CALIFORNIA

IN THE MATTER OF:	
Resolution Number:Approving the Department of Forestry and Fire Protection Ag signatory on page 1 of the Agreement to June 30, 2025 under the V Investment and Jobs Act of 2021.	
<b>BE IT RESOLVED</b> by the Board of Supervisors of the <u>T</u> that said Board does hereby approve the Agreement with the Califo as of the last signatory date on page 1 of the Agreement, and any a award, during the term of this Agreement, under the Volunteer Fire and Jobs Act of 2021during the State Fiscal Year 2024-25 up to an	ornia Department of Forestry and Fire Protection dated mendments thereto. This Agreement provides for an e Assistance Program of the Infrastructure Investment
<b>BE IT FURTHER RESOLVED</b> that MONTY SMITH, F Agreement and any amendments on behalf of the TEHAMA COU	
The foregoing resolution was duly passed and adopted by a <u>TEHAMA</u> , at a regular meeting thereof, held on the day of _by the following vote:	
AYES:	
NAVO.	Signature, Chair Board of Supervisors
NAYS:	
ABSENT:	Printed Name and Title
	Signature, Board of Supervisors Member
	Printed Name and Title
CERTIFICATION OF RESOLUTION ATTEST:	
I, Clerk of the BOARD OF hereby certify that this is a true and correct copy of the original Res	SUPERVISORS, County of <u>TEHAMA</u> California do solution Number
WITNESS MY HAND OR THE SEAL OF THE BOARD OF SUI this day of,	PERVISORS, on
	OFFICIAL SEAL OR NOTARY CERTIFICATON
Signature	

Title and Name of Local Agency



Title and Name of Local Agency

#5

#### KEY FOR COMPLETION OF SAMPLE RFC RESOLUTION

#### Electronic Signatures are acceptable

- #1 Enter the official name of the county, city, district, fire dept., etc.
- #2 Enter the name of the county in which the local agency is located.
- #3 Enter the resolution number.
- #4 Enter the grant number from Agreement, Page 2, Upper Right Conner. (i.e. 7GF24xxx)
- #5 Enter the award amount from the Agreement. (i.e. \$10,000)
- #6 Enter the name and title of official who is authorized by the Board to sign the contract.
- #7 Enter the date, month and year of the Board meeting at which the resolution is adopted.
- #8 Enter the vote. Use either the names of the Board Members or the number vote in each category (i.e. Ayes: 4, Nays: 0, Absent: 1)
- #9 Signatures of Board Members signing resolution. <u>Must be different</u> than the official authorized to sign the Agreement in number 6.
- #10 Enter printed names of the Board Members signing resolution.

#### CERTIFICATION OF RESOLUTION SECTION

## This section is not required if there is an official seal or a notary certification provided in the OFFICAL SEAL OR NOTARTY CERTIFICATION SECTION.

- #11 Enter the printed name of official Certifying Resolution. This must be a different official than the Board Members signing the resolution in #9 and whose names are printed in #10
- #12 Signature of the official certifying the resolution.
- #13 Enter the title of the official signing Certification of Resolution.

#### OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION

The Official Seal or Notary Certification is NOT required if the CERTIFICATION OF RESOLUTION SECTION is completed.

#14 Stamp or emboss the official seal or provide a notary certification below the OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION heading.

# State of California Department of Forestry and Fire Protection (CAL FIRE) Cooperative Fire Protection GRANT AGREEMENT

TEHAMA COUNTY FIRE DEPARTMENT

APPLICANT:

Signature of CAL FIRE Accounting Officer

PROJECT TITLE: Volunteer Fire Assistance **GRANT AGREEMENT:** 7GF24318 PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2025. Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated. PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection. **Total State Grant not to exceed \$** (or project costs, whichever is less). \$20,000.00 \*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement. STATE OF CALIFORNIA **DEPARTMENT OF FORESTRY** TEHAMA COUNTY FIRE DEPARTMENT AND FIRE PROTECTION Applicant Ву By Signature of Authorized Representative Title: David Scheurich Title Staff Chief, Cooperative Fire Programs FIRE CHIEF Date Date **CERTIFICATION OF FUNDING GRANT AGREEMENT NUMBER** PO ID SUPPLIER ID FUND NAME FUND General Fund 0001 ACTIVITY ID AMOUNT OF ESTIMATE FUNDING PROJECT ID 354024DG2012171 SUBGNT \$ 20000 **BUD REF** CHAPTER ADJ. INCREASING ENCUMBRANCE **GL UNIT** 3540 001 35 \$ 0.00 PROGRAM NUMBER **ENY** ADJ. DECREASING ENCUMBRANCE 9999000FED 2024 \$ 0.00 UNENCUMBERED BALANCE ACCOUNT ALT ACCOUNT 5340580 5340580002 \$ 20000 REPORTING STRUCTURE SERVICE LOCATION 35409206 92766

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Date

#### VOLUNTEER FIRE ASSISTANCE PROGRAM TERMS AND CONDITIONS

#### DEPARTMENT OF FORESTRY AND FIRE PROTECTION

#### STATE OF CALIFORNIA Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and <a href="TEHAMA COUNTY FIRE DEPARTMENT">TEHAMA COUNTY FIRE DEPARTMENT</a> hereinafter called "LOCAL AGENCY", covenants as follows:

#### **RECITALS:**

- 1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Assistance program in California, hereinafter referred to as VFA, authorized by the Cooperative Forestry Assistant Act of 1978 (PL 95-313, 92 Stat, 365, 16 U.S.C. 2106 as amended).
- 2. This is a subaward under the 2024 Volunteer Fire Assistance Grant #24-DG-11052012-171 awarded to STATE by the Forest Service on August 23, 2024. The Federal Assistance Listing for the award is 10.698, Cooperative Fire Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
- 3. LOCAL AGENCY desires to participate in said VFA and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Assistance Program 2024.

NOW THEREFORE, it is mutually agreed between the parties as follows:

- 4. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
- 5. <u>INCORPORATION</u>: The Procedural Guide for Volunteer Fire Assistance Program 2024, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
- 6. <u>TIMELINESS</u>: Time is of the essence in this Agreement.
- 7. <u>FORFEITURE OF AWARD</u>: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2024 or LOCAL AGENCY will forfeit the funds.

8. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2024** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

- 9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$20,000.00 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2025. This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2025 in order to receive the funds. The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
- 10. <u>LIMITATIONS</u>: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interested in accordance with paragraph 17 below.
- 11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

12. <u>ADDRESSES</u>: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: <u>TEHAMA COUNTY FIRE DEPARTMENT</u>

604 ANTELOPE BLVD.

RED BLUFF, CA 96080

Attention: Laurianne Griffin

Telephone Number(s): (530) 528-5118

E-mail Laurianne.Griffin@fire.ca.gov

STATE: Department of Forestry and Fire Protection

**Grants Management Unit, Attn: VFA** 

P. O. Box 944246

Sacramento, California 94244-2460

E-MAIL: CALFIRE.GRANTS@fire.ca.gov

- 13. <u>PURPOSE</u>: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
- 14. <u>COMBINING</u>: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 15. <u>OVERRUNS</u>: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 16. <u>UNDERRUNS</u>: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

- 18. <u>EQUIPMENT INVENTORY</u>: Any single item purchased in excess of \$5,000 will be assigned an VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFA Property Number assigned.
- 19. <u>AUDIT</u>: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY 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, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- 20. <u>DISPUTES</u>: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
- 21. <u>MONITORING</u>: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
- 22. <u>INDEMNIFICATION</u>: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
- 23. <u>CIVIL RIGHTS</u>: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
- 24. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drugfree workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 25. <u>TERM</u>: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2025.
- 26. <u>TERMINATION</u>: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 27. <u>AMENDMENTS</u>: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 28. <u>INDEPENDENT CONTRACTOR</u>: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
- 29. <u>INDIRECT RATE</u>: LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFA program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

6

- 30. <u>MEDIA</u>: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.
  - It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.
- 31. <u>ASSIGNMENT</u>: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

## E-Contract Review Approval as to Form

Department Name: Tehama County Fire

Vendor Name: Department of Forestry and Fire Protection

Contract Description: For the purpose of use of Volunteer Fire Capacity funds

APPROVED AS TO FORM: Date: 09/05/2024

Office of the Tehama County Counsel Margaret Long, County Counsel

## TEHAMA COUNTY AUDITOR'S OFFICE GRANT FUNDING INFORMATION

(Attach full copy of application and/or Notice of Award)

AUDITOR	USE ONLY
Rec'd By:	

DEPARTMENT FIRE	I				NUMBER 28-5199	T UN 42	IT		
TITLE OF GRANT Volunte	er Fire Cap	oacity							
GRANTOR AGENCY	Californi	a Departme	nt of Forest	ry and Fire	Protection				
GRANT OBJECTIVES	Structure	jackets and p	oants, shroud	s, and headl	amps				
GRAND I.D. NO.					Federal Cata applicable):	•			
GRANT PERIOD From:	7/1/2024	7/1/2024 To: 6/30/2025				Applicable Code and/or Legislative Reference:			
DATE APPLICATION APPRO	OVED BY E	BOARD:			Legislative i	Keierence:			
DATE BOARD ACCEPTED I	FUNDS OR	APPROVED	CONTRAC	CT:			ī		
IS GRANT RENEWABLE?	Yes	No	Annually	Indefinite	Specific N	lo. of Years			
(Check all applicable)		X	0.1/0.7	_					
GRANT FUNDING FEDERAL		Fiscal Year:	24/25		Fiscal Year:				
STATE		\$20,000.00							
OTHER		\$20,000.00							
1. TOTAL GRANT FUNDS		\$20,000.00							
COUNTY FUNDING									
HARD MATCH (dollars)		\$22,222.67							
SOFT MATCH (In-kind)	<b>T</b>								
2. TOTAL COUNTY MATCH	1	\$22,222.67							
USE OF FUNDS					1				
PERSONNEL (attach detail) SERVICES/SUPPLIES									
EQUIPMENT		\$42,222.67							
OTHER CHARGES		Ψπ2,222.07							
TOTAL FUNDS (must also =	1+2 above)	\$42,222.67							
IF HARD MATCH REQUIRED,	IDENTIFY	_							
FUNDING SOURCE:		2042-53110	)						
IS MATCH FUNDING APPRO	OPRIATED	WITHIN EX	KISTING BU	JDGET?	Yes		No Y	<b>K</b>	
METHOD OF PAYMENT OF	GRANT FU	JNDS:	Reimburse	X	Advance				
ANTICIPATED DATE(S) OF	RECEIPT C	OF GRANT I	FUNDS:		6/30/	2025			
EXPENDITURE DEADLINE:				6/30	/2025				
IS INTEREST EARNING ON	GRANT FU	JNDS REQU	JIRED BY L	AW?	Yes		No	X	
WILL THERE BE IMPACTS	TO HOUSIN	NG, STAFF	OR OTHER		Yes		No	X	
COUNTY SUPPORT SERVICE	CES? (If yes,	please expla	in. Use atta	chment if ne	eeded.)				
DocuSigned by:									
Monty Smith					5/2/2024				
DEPARTMEN 256 PP 1558 PP 145 IGN	ΔTURE			Ī	DATE	Form A-135	(Day 8	21.07)	



## **Tehama County**

Agenda Request Form

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

File #: 24-1600 **Agenda Date: 10/1/2024** Agenda #: 7.

#### LIBRARY

#### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement with Tehama County Department of Education, for the purpose of providing IT support for the Tehama County Library, at the rate of \$75 per hour, with maximum compensation not to exceed \$15,000, effective on 7/1/24, and shall terminate 6/30/25

#### **Financial Impact:**

Funding for this MOU is included in the FY 2024-25 budget.

#### **Background Information:**

The Tehama County Library has worked with the Department of Education for IT support for many years. This collaboration has been very successful in meeting the technological needs of the library.

## MEMORANDUM OF UNDERSTANDING

#### BETWEEN THE COUNTY OF TEHAMA AND THE

## TEHAMA COUNTY DEPARTMENT OF EDUCATION FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated July 1, 2024, and made between the COUNTY OF TEHAMA ("Tehama") and the TEHAMA COUNTY DEPARTMENT OF EDUCATION ("Education"). This MOU is made in reference to the following facts:

#### **RECITALS:**

- (a) Tehama requires information technology support services for the Tehama County Library.
- (b) Education presently employs information technology staff with the expertise and capability to provide the necessary services to Tehama.
- (c) Tehama desires to structure and manage its information technology in accordance with the "best practices" in the industry.
- (d) The parties desire to enter into an MOU authorizing the staff of Education to assist Tehama in carrying out said services.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The above recitals are hereby incorporated into this Agreement.
- 2. This MOU is authorized by Government Code sections 6500 et seq. This MOU shall be administered by Education, and does not create a public agency separate from the parties hereto.
- 3. Upon request from Tehama, appropriately qualified staff of Education shall plan, organize, and coordinate with the Tehama County Librarian to direct overall IT operations at all branches of the Tehama County Library.
- Upon request from Tehama, appropriately qualified staff of Education will assist the Librarian in coordinating technology functions and the oversight of IT contracts.
- Upon request from Tehama, Education staff will assist the librarian in IT purchases in accordance with bidding regulation and other procedures applicable to such purchases by the County of Tehama, including but not limited to Chapter

- 4.24 of the Tehama County Code.
- 6. Upon request from Tehama, appropriately qualified staff of Education shall provide the following LAN/desktop support services including but not limited to:
  - a. Personal Computer setup/installation/maintenance.
  - b. Local desktop software installation and configuration.
  - c. Operating system setup and installation.
  - d. Network based software installation and configuration.
  - e. Local printer installation and setup.
  - f. Server based printer installation.
  - g. Individual staff technology in-service.
  - h. Project management and purchasing recommendations.
  - i. Troubleshoot PC hardware problems.
  - j. Routine PC replacement.
  - k. Installation and configuration of LAN switching equipment.
  - I. DHCP server(s).
  - m. Network troubleshooting.
  - n. Microsoft Active Directory administration.
  - o. Microsoft File Server installation and configuration.
  - p. Microsoft Active Directory support.
  - q. Microsoft Server installation and configuration.
  - r. Management of backup software/hardware.
  - s. Google Apps setup and configuration/support.
  - t. Food service software setup and configuration/support.
  - u. Projector/media system design and support.
  - v. Wireless network design, installation, and support.
  - w. Testing and assessment system support
  - x. Autodialer software support
  - y. Data integration and automation with SIS system
- 7. Upon request from Tehama, appropriately qualified staff of Education shall provide the following server hosting support services but not limited to:
  - a. Hosting of servers on colocation or in a virtual environment located at the Tehama County Department of Education datacenter.
  - b. Backup servers at Tehama County Department of Education.
- 8. Education will respond to the following emergency situations within four business hours of notification by the Tehama County Librarian if the situation is related to incidents where the Network Server or the Local Area Network is down.
- 9. Tehama agrees to reimburse Education for the services set forth above, at the all-inclusive rate of \$75.00 per hour. The amount payable to Education under this MOU shall not exceed Fifteen Thousand Dollars (\$15,000) without further amendment in writing, by the parties hereto.

- 10. Each quarter, Education shall submit to Tehama a statement of services rendered, if any. Tehama shall make payment of all undisputed amounts within 30 days of receipt of Education's statement.
- 11. This agreement shall become effective as of July 1, 2024, and shall remain in effect until June 30, 2025, unless terminated due to conditions set forth herein.
- 12. Either party may terminate this MOU on 30 days' written notice. Additionally, either party may terminate this agreement immediately upon oral notice should their respective legislative body decline to appropriate funding or reduce any funding previously appropriated for this agreement or any activity hereunder in any fiscal year.
- 13. Education shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Tehama to exercise discretion or control over the professional manner in which Education performs the services which are the subject matter of this contract. Education staff performing services under this MOU shall at all times remain employees of Education, and shall not be deemed employees of Tehama for any purpose. Education shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any Education employee providing services under this MOU.
- 14. In lieu of and not withstanding 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:

Tehama shall hold harmless, defend, and indemnify Education, 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 Education) being damaged by the negligent acts, willful acts, or errors or omissions of Tehama, or any person employed by or under Tehama 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 Education.

Education shall hold harmless, defend, and indemnify Tehama, 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 Tehama) being damaged by the negligent acts, willful acts, or errors or omissions of Education, or any person employed by or under Education 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 Tehama.

- 15. Tehama and Education 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, including coverage for owned and nonowned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
- 16. 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 purporting to act.
- 17. All services to be performed pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.
- 18. 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.

**IN WITNESS WHEREOF**, Tehama and Education have executed this Memorandum of Understanding on the day and year set forth below.

Date:	COUNTY OF TEHAMA
	By: Chair, Tehama County Board of Supervisors
Date:	TEHAMA COUNTY DEPARTMENT OF EDUCATION
	By  Rich Duvarney, Superintendent of Schools Tohama County Department of Education

## E-Contract Review Approval as to Form

Department Name: Tehama County Library

Vendor Name: Tehama County Department of Education

Contract Description: For the purpose of providing IT support for the Tehama

County Library

APPROVED AS TO FORM:

Date: 09/12/2024

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



## **Tehama County**

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

#### Agenda Request Form

File #: 24-1601 **Agenda Date:** 10/1/2024 **Agenda #:** 8.

#### LIBRARY

#### Requested Action(s)

- a) Request approval and authorization for the County Librarian to sign Letter of Agency (LOA) to confirm Tehama County Library's participation in the Corporation for Education Network Initiatives in California (CENIC), effective 7/1/23 and shall terminate 6/30/28
- b) AGREEMENT Request approval and authorization for the County Librarian to sign Agreement between Tehama County Library and the Imperial County Office of Education for the provision, installation, and maintenance of advanced network (data) service, effective 3/1/24 until the termination of all services

#### **Financial Impact:**

Funding is included in the FY 2024-25 budget.

#### **Background Information:**

California Library Connect (CLC) is a California State Library initiative which was established in 2014 to bring high-speed broadband to all California public libraries. CLC enables libraries and other institutions to access the California Research and Education Network (CalREN), which is a highcapacity, 8,000-mile fiber-optic network. CalREN is operated by the non-profit Corporation for Education Network Initiatives in California (CENIC) with support for broadband connectivity funding coming through E-Rate (the Federal Communications Commission's Universal Service Program for Schools and Libraries) and the California Teleconnect Fund (CTF).

In March 2024, the California State Library selected the Imperial County Office of Education (ICOE) to serve as the Broadband Access Aggregator (BAA), the purpose of which is to help connect more public libraries to the high-speed network used by the state's universities, community colleges, and public schools.

While an agreement was in place between Tehama County Library and the former BAA, during this changeover it was discovered that the former agreement had not gone through the County's approval process. These action items remedy that issue and put us into compliance to ensure continuing broadband services at our libraries.



1398 Sperber Road, El Centro, CA 92243 Phone: (760) 312-6464 Fax: (760) 312-6565 www.icoe.org

#### **Letter of Agency**

Please complete and return this Letter of Agency (LOA) via DocuSign by August 15, 2024.

If preferred, you may:

Mail to: California Library Connect c/o Imperial County Office of Education 1398 Sperber Road El Centro, CA 92243 OR Email to: admin@californialibraryconnect.org

From:

Tehama County Library

Name of Library Jurisdiction (Organization)/Library System

This Letter of Agency (LOA) is to confirm our Organization's participation in the Corporation for Education Network Initiatives in California (CENIC) Consortium as an eligible member entity for the purpose of receiving E-Rate and California Teleconnect Fund (CTF) discounts.

#### E-Rate

This Letter of Agency is enacted for the following E-Rate Funding Years: 2023-24, 2024-25, 2025-26, 2026-27, and 2027-28.

I authorize CENIC (E-rate Entity No. 225495) to act on our Organization's behalf in matters related to the federal E-Rate discount program for the purposes of securing those discounts on eligible telecommunications/data transmission services for eligible library locations. I understand that in submitting E-Rate forms, which include us in the consortium, CENIC is making certifications for our library or library system. By signing this LOA, I make the following certifications on behalf of our Organization:

- 1.1 certify that our library or library system is eligible for assistance from a State Library Administrative Agency under the Library Services and Technology Act of 1996, Pub. L. No. 104-208, § 211 et seq., 110 Stat. 3009 (1996), which do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to, elementary, secondary schools, colleges, or universities).
- 2. I certify that our Organization has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services acquired by CENIC on our behalf. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this

Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

- 3. I certify that the services the Organization purchases or receives at discounts provided by 47 U.S.C.§ 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500 (et seq.).
- 4. I certify that our Organization has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- 5. I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- 6. I certify that our Organization will retain the required documents for at least ten years after the last day of service delivered. I certify that our Organization will retain all documents necessary to demonstrate our participation in the consortium and compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries Program.
- 7. I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, and that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions, and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and civil violations of the False Claims Act.
- 8. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- 9. I certify that, to the best of my knowledge, the service provider will not pay the non-discount portion of the costs for eligible services. I acknowledge that the provision by the provider of a supported service of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

- 10. I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to CENIC for E-Rate submission is true and correct.
- 11. I understand that because CENIC must prepare its statewide application in advance, CENIC relies on data that is reported by participating schools and libraries in the E-Rate Productivity Center of the Universal Service Administrative Company. I therefore agree in advance that whatever NSLP data CENIC uses and can verify to the satisfaction of Universal Service Administrative Company/ Schools and Libraries Division (USAC/SLD) shall be the correct NSLP data for CENIC's consortium application for our entity.
- 12. I authorize CENIC, as the consortium lead, to have rights under the Universal Service Administrative Company's E-rate Productivity Center, or any future iterations of E-rate application processing, to act on behalf of my entity in activities related to the consortium, including but not limited, to filing, submitting and certifying forms.
- 13. I understand that persons willfully making false statements on the E-Rate forms or through this Letter of Agency can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C.

#### California Teleconnect Fund (CTF)

We, the undersigned, authorize the Imperial County Office of Education (ICOE) and the Corporation for Education Network Initiatives in California (CENIC), to act on our behalf to complete, sign, and submit application(s) and supporting documentation for the California Teleconnect Fund (CTF) to the California Public Utilities Commission for the purpose of receiving CTF discounts on eligible communications services. We also authorize ICOE and CENIC to access the electronic Claim and Application Portal (eCAP), or any future iterations of CTF application processing, on our behalf to manage and facilitate applications and active status for our Organization's eligible locations.

#### **Certification for E-Rate and CTF**

We certify that the information provided herein is true and correct to the best of our knowledge and belief. Any acts carried out by ICOE and/or CENIC on our behalf pursuant to this authorization shall remain in effect until revoked by the undersigned in writing.

## **Tehama County Library**

1. Printed Name of Library/Library System or Jurisdiction – should match how it appears in USAC's system (Required)

#### 0014337224

2. Library/Library System FCC Registration Number (Required)

#### 144761

3. USAC/E-rate Entity # (Required)

4. Signature of authorized person (Required) Date Signed

### Alicia Meyer

5. Printed name of authorized person (Required)

## **County Librarian**

6. Title or position of authorized person (Required)

## countylibrarian@tehamacountylibrary.org

7. Printed e-mail for authorized person (Optional)

#### 530-527-0604

8. Phone for Library/Library System (Required)

#### same

9. Printed name of contact person, if different from No. 5 above (Required)

#### same

10. Title or position of contact person (Required)

#### same

11. Phone for contact person (Required)

#### same

12. Printed e-mail for contact person (Optional)

# AGREEMENT BETWEEN TEHAMA COUNTY LIBRARY AND THE IMPERIAL COUNTY OFFICE OF EDUCATION FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF ADVANCED NETWORK (DATA) SERVICE

This Agreement, hereinafter referred to as "Agreement," is entered into as of March 1, 2024, by and between the Imperial County Office of Education, hereinafter referred to as "ICOE," and Tehama County Library, hereinafter referred to as "Library". ICOE and Library are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties". All written communications between the parties shall be addressed as follows unless and until amended in writing by the respective party.

Tehama County Library Alicia Meyer County Librarian 545 Diamond Avenue Red Bluff, CA96080 Imperial County Office of Education Luis Wong CEO, Network Initiatives 1398 Sperber Road El Centro, CA 92243 admin@californialibraryconnect.org

#### WITNESS THAT

WHEREAS, ICOE is the Statewide Broadband Access Administrator for the California State Library Broadband Services Project ("Project"); and

WHEREAS, ICOE, on behalf of the California State Library, has contracted with the Corporation for Education Network Initiatives in California ("CENIC") and its subsidiaries to provide high-speed networking to libraries in California; and

**WHEREAS**, the Library desires to enter into an agreement with ICOE to obtain one or more data circuits to connect the Library to the CENIC high-speed broadband fiber network, CalREN, and, if specified in Appendix #1, attached, to connect the Library to other library sites as identified in said Appendix for the purpose of connecting to CalREN.

**NOW, THEREFORE**, the Library and ICOE enter into this Agreement:

#### 1. Purpose

It is the purpose of this Agreement to set forth the terms and conditions applicable to the provision of communications and related network services to the Library under the Project.

#### 2. Services to be Provided

Parties understand that the primary communications infrastructure CENIC provides is the California Research and Education Network ("CalREN"). Services that CENIC will provide to Libraries will include the use of CalREN and contracting for and provision of data circuits supplied by network service providers.

ICOE, on behalf of Library, will contract with CENIC for such data circuits. Specific circuits and their costs are included in Appendix #1 attached, which may be amended from time to time by

mutually signed Addenda ("Services"). ICOE assures Library that CENIC or ICOE will notify Library of installation requirements and necessary maintenance instructions. Neither CENIC nor ICOE shall be responsible for operating or maintaining software, equipment, or cabling that connects equipment or network services not provided by CENIC for the Services unless specifically agreed to in writing by CENIC.

Parties agree to provide notice to the other Party within 10 calendar days of a failure by CENIC or the network service provider to deliver Services or otherwise comply with the terms described in this Agreement, including Appendix #1 and subsequent Addenda. If noticed non-performance is not cured in a timely manner, Parties agree to meet within 10 days of said notice and discuss appropriate remedies, including but not limited to cancellation of related services or service credits as specified in the underlying agreements between CENIC and its network service provider and ICOE and CENIC.

Library is responsible for calculating and paying any early termination penalties that might apply due to the cancellation of existing connections so that it may receive Services under this Agreement.

Library is responsible for completing, signing, and submitting any required Letter of Agency or related documentation to confirm its participation in and eligibility for the E-rate Consortia and to authorize CENIC, as the E-rate Consortia lead, to act on its behalf as described under the Letter of Agency for the purpose of securing E-rate discounts.

Library is further responsible for completing, signing, and submitting any responsible Letter of Authorization, or related documentation, to the California Public Utilities Commission to authorize ICOE and CENIC to act on its behalf to submit an application and supporting documentation for the purpose of receiving discounts on eligible network services as part of the California Teleconnect Fund program.

If the Library is currently receiving E-rate funding for its existing services, the Library remains responsible for continuing to apply for that E-rate funding until all CENIC Services are turned up and existing E-rate supported services are canceled.

#### 3. Term and Termination of this Agreement

- (a) TERM OF THIS AGREEMENT. This Agreement shall be in effect from March 1, 2024, until the termination of all Services, including the circuits ordered under this Agreement (as defined in Appendix #1: CENIC Circuit Quote and any subsequent Addenda under this Agreement), or unless otherwise terminated by a Party pursuant to the terms of this Agreement. Specific terms for the circuits provided pursuant to this Agreement shall depend on the specific date such circuit is "handed off" to Library pursuant to Appendix #1 or subsequent Addenda or as noticed in writing by CENIC to Library.
- **(b)** TERMINATION. Termination of this Agreement prior to the end date of any given circuit, as described in Appendix #1 or subsequent Addenda, shall result in Library paying any applicable circuit telecommunications carrier termination charges or similar early termination charges that ICOE incurs under its agreement with CENIC resulting from early termination of the Service.
- (c) Notwithstanding the above, upon a sixty (60) days written notice prior to the second and each

following June 30 after a circuit is installed, Library may cancel a circuit without penalty if it verifies to ICOE and CENIC that funding to pay for that circuit is not available and Library agrees that for at least 12 months after said notice it will not order or otherwise obtain a replacement circuit or substantially similar services in place of the canceled circuit.

- (d) Library may terminate this Agreement with no penalty if non-recurring, one-time costs for all circuits included in Appendix #1 and any subsequent Addenda are materially increased by the telecommunications carrier from the amount shown in Appendix #1.
- (e) ICOE may terminate this Agreement or assign its rights and responsibilities under this Agreement to a third party upon no less than sixty (60) days written notice to Library in the event of termination or expiration of its duties and obligations under the Project and with written approval of the California State Library.

#### 4. Payment

ICOE bills quarterly in arrears. Payment for services shall be due within thirty (30) days of receipt of an ICOE invoice reflecting the provision of the services for which the invoice is sent or as otherwise agreed to by the Library and ICOE. Except for non-recurring costs, if any, costs in Appendix #1 and any subsequent Addenda shall only begin upon installation of circuit(s). The Library will put forth reasonable efforts to make payments within thirty (30) days after receipt of the invoice. The Library understands and agrees that ICOE will only make payment to CENIC for services upon receipt of related payments from the Library. If the Library fails to make payments within thirty (30) days after receipt of the invoice, it agrees to pay any reasonable late payment fees incurred by ICOE under its agreement with CENIC.

Unless otherwise agreed to between the Parties, all circuit deployment fees, if any, as set forth in Appendix #1 and subsequent Addenda, are non-cancelable and non-refundable. Upon termination of this Agreement, or any Services provided under this Agreement, any outstanding circuit deployment fees, outstanding recurring charges, non-recurring fees, applicable circuit termination charges, and applicable early termination penalties shall become due and payable immediately upon termination.

#### 5. Miscellaneous

- (a) CONDITIONS OF USE. Library agrees to conform to the CENIC Appropriate Use Policy located at <a href="https://cenic.org/network/policies/acceptable-use-policy">https://cenic.org/network/policies/acceptable-use-policy</a> (revised September 13, 2004) and to any specific conditions of use imposed by network service providers or subcontractors providing communications services to CENIC as may be in force at the time such services are made available, including pursuant to an Addendum to this Agreement. If CENIC, subcontractors, or network service provider conditions of use are modified, Library will be notified and if Library believes it can no longer conform to their requirements, Library shall have one hundred eighty (180) days from the notice of the modification to terminate the affected Service(s) without penalty. Library must provide a 30-day written notice of its termination under this provision to ICOE and CENIC. If Library does not elect to terminate the Service(s), Library must conform to the revised conditions of use. If Library fails to conform to the revised conditions of use, the Services may be subject to termination upon sixty (60) day notice to Library from ICOE or CENIC.
- (b) CONFLICTING CLAUSES. If any clause in this Master Agreement is in conflict with a clause in an Addendum to this Agreement, the language in the Addendum shall take precedence only for the service defined in that Addendum.

- (c) FORCE MAJEURE. Neither Party shall be responsible for the performance of its obligations hereunder where prevented, delayed, or hindered by war, riots, embargoes, strikes involving third parties, acts of third-party communications service providers, including any local access provider, or of their vendors, or suppliers unrelated to the services offered under this Agreement, acts of unrelated third parties, accidents, cable cuts by third parties not related to services provided under this Agreement, natural disasters, act(s) of God or any other event beyond the reasonable control of the Parties.
- (d) GOVERNING LAW. The laws of the State of California shall govern this Agreement.
- (e) NON-LIBRARY USES: Library understands that this agreement covers only library use of CalREN and of circuits provided hereunder and Library agrees that no other uses will be made of the services provided herein.

#### 6. Entire Agreement

This Agreement and any Addenda contemporaneously or subsequently executed by the parties constitute the entire Agreement between the parties regarding the subject matter of this Agreement and supersede all prior written or oral agreements with respect to such. This Agreement may not be modified orally, and no modification or amendment shall be binding unless in writing and signed by authorized representatives of both parties.

#### 7. General Provisions

- 7.1 Nondiscrimination: During the performance of this Agreement,
  - (a) ICOE and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex.
  - (b) ICOE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 7.2 Severability: It is expressly agreed and understood by the Parties hereto that if any provision of this Agreement is held to be or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.
- 7.3 Rights and Remedies: The rights and remedies of the Parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 7.4 Prior Agreements: The Library agrees that any prior agreements entered between any entity that previously served as the Broadband Administrator and the Library for the purpose of participating in the CENIC E-Rate Consortium or receiving services pursuant to that program have been terminated.

#### 8. Indemnification

Library agrees to indemnify, defend and save harmless ICOE, its officers, agents, and employees from any and all claims, losses, and liabilities accruing or resulting to ICOE and any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Library in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Library, its officers, agents, or employees. ICOE agrees to indemnify, defend,

and save harmless Library, its trustees, officers, agents, and employees from any and all liabilities accruing or resulting to Library and any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by ICOE in the performance of this Agreement, but only in proportion to and in the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ICOE, its officers, agents, or employees.

#### 9. Insurance

- (a) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily Injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.
- (b) Nothing in this Insurance section shall reduce a party's liabilities or obligations under the Indemnification section of this Agreement.
- (c) The Parties acknowledge that ICOE is permissibly self-insured under California law.
- (d) Upon request, each Party shall provide proof of insurance to the other Party.
- (e) Library will be named as additional insured.
- (f) Each party shall obtain, pay for, and maintain in effect during the life of this Agreement workers compensation coverage as required by California Law. This requirement may be met with a combination of insurance and/or self-insurance. A waiver of subrogation will apply to workers' compensation coverage.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

For Tehama County Library	For Imperial County Office of Education
Signature	Signature
Name	Name
Title	Title
Date	Date

# Appendix #1 Provision, Installation, and Maintenance Of Advanced Network (Data) Services: Reimbursement of Circuit Costs

This Appendix lists the circuits contracted for by CENIC on behalf of ICOE and the Library for connecting CENIC's fiber optic backbone to the Library and for library connections that are not direct connections to CENIC's fiber optic backbone, e.g., direct connections between libraries (defined as "Services" in the Agreement). Library understands that CENIC will bill ICOE, and ICOE will bill Library for the costs of circuits charged by network service providers, including any taxes and surcharges and any one-time installation fees. Prior to approval of CENIC's E-rate Consortium Library Application, not all applicable E-rate and CTF discounts will be reflected on invoices. After the E-rate Application for any given year is approved, the network service provider will coordinate with CENIC to provide appropriate credits and such credits will be passed from CENIC to ICOE and from ICOE to the Library. Such credits are typically issued sometime during the fiscal year after the year in which the circuits are installed, and Services are first provided. In subsequent years, credits continue to be issued in the fiscal year after the year for which Services have been provided. Library further understands that the exact discounted cost of circuits will not be known until after the E-rate Consortium Library Application is approved. The actual start date of the Service, and therefore of circuit costs, will depend on coordination among CENIC, the Library, and the network service provider. Any one-time (Non-recurring or NRC) costs included below are typically invoiced by carriers prior to circuit installation and will be invoiced to the Library upon receipt of the invoice to CENIC from the network service provider.

## **Items to Consider While Reviewing Quotes**

- Pricing does NOT include applicable taxes, surcharges, and fees. These costs may vary and will be included in invoices at CENIC's actual cost.
- •If an Out of Band line is required, Associate must provide a phone line for OOB or allow CENIC to order one and be reimbursed for both the one-time installation and ongoing monthly recurring costs.
- •Annual Recurring Costs (ARC) items are invoiced annually.
- •Non-Recurring Costs (NRC) items are one-time costs billed upon execution of contract.
- •Monthly Recurring Costs (MRC) items are billed quarterly, first billing will occurr after handoff.
  - oE-rate discount: percent discount indicated is an estimate based on data available at the time the quote was generated.
- oActual discount percentage will be identified by USAC at a later point. E-rate and CTF reimbursements are dependent upon the continued funding of these programs. CENIC/Broadband Access Administrator cannot guarantee the E-rate and CTF discounts, and these discounts are subject to change. E-rate % noted is based on current FY estimate and CTF is a 50% discount of the remaining cost after E-rate has been applied.

oDue to the consortial nature of CENIC's E-rate application, the E-rate discount level may not be finalized until next Spring of the following year (late March or early April).

•E-rate Costs may take up to 18 months to activate due to USAC processing time. Please budget for the full undiscounted costs for the initial period.

## CENIC

Associate: Tehama County Library

**Budget Summary Description:** 

Quote Date: FY 22-23

Quote Expiration: Contract Number:

	Line Item	NRC Non-Recurring Cost	MRC Monthly Recurring Cost	ARC Annual Recurring Cost	Term Length
[1]	. Equipment				
Ã	Equipment Maintenance				
3	Facilities				
[2]	Circuit deployment Fee	\$7,650.00			
į.	Circuit		\$2,405.70		
	Total	\$7,650.00	\$2,405.70	\$0.00	

Annual Cost	\$28,868.40
Discounted Annual Cost	\$1,443.42
Total for Year 1	\$36,518.40
Discounted Annual Cost Year 1	\$1,443.42

[1] CENIC pays for equipment, maintenance and installation of initial CalREN connection.

[2] The California State Library requested, and received funding through the Budget Act of 2021, AB 128, Chapter 21, 2021 Statute, to pay for Circuit Deployment Fees (CDF) on behalf of public libraries connecting to CalREN. The full text can be found here: <a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?</a><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?</a><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?</a><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?</a><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a>?<a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a>?<a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a>?<a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a>?<a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml</a><a href="https://legislature.ca.gov/faces/billTextClient.xhtml">https://legislature.ca.gov/faces/billTextClient.xhtml</a><a href="htt

CENIC					*Pricing does not in at CENIC's actual co		es, surcharges, and fe	es. These costs may	vary and will be in	cluded in invoices			n estimate based on data available identified by the E-rate authorities	
LOC A	LOC Z				Carrier Info				CENIC - Cro	ss Connect	E-rate Discount	90.00%	Total Discounted MRC (CTF & E-rate)*	Total Discounted NRC*
Site Name	Site Name	Service Provider	Service Type	Requested Bandwidth	Est Contract End Date	Non Recurring Cost*	MRC for 5 year term*	Add'I MRC (e. g. Collector Circuit)	NRC	MRC	Discounted NRC*	Discounted MRC*	\$120.29	\$0.00
Tehama County Library - Red Bluff Branch	Tehama COE	AT&T	Lit Circuit	1 Gbps	7/1/2027	\$0.00	\$801.90				\$0.00	\$40.10	Upgrade	
Tehama County Library - Corning Branch	Tehama County Library - Red Bluff Branch	AT&T	Lit Circuit	1 Gbps	7/1/2027	\$0.00	\$801.90				\$0.00	\$40.10	Upgrade	
Tehama County Library - Los Molinos Branch	Tehama County Library - Red Bluff Branch	AT&T	Lit Circuit	1 Gbps	7/1/2027	\$0.00	\$801.90				\$0.00	\$40.10	Upgrade	

## E-Contract Review Approval as to Form

Department Name: Tehama County Library

Vendor Name: Imperial County Office of Education

Contract Description: For the purpose of provision, installation, and maintenance

of advanced network services.

APPROVED AS TO FORM:

Date: 09/12/2024

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



## **Tehama County**

Agenda Request Form

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

File #: 24-1586 **Agenda Date: 10/1/2024 Agenda #:** 9.

#### PERSONNEL / COUNTY COUNSEL

#### Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint the candidate as Office Manager II, Range 31, Step B, effective 10/1/24, or upon successful completion of all pre-employment requirements

#### **Financial Impact:**

The annual cost at Step A is \$55,681.60 and the annual cost for placement at Step B is \$58,448, which results in a \$2,766.40 annual difference. The Department's budget reflects the additional cost, and have reduced other budget units such as training and extra help in order to accommodate it.

#### **Background Information:**

The selected candidate has three (3) years of previous management experience, which has involved running a busy and client-focused chiropractic office. The candidate also has 5.5 years of Tehama County experience, which includes 1.5 years in the Tehama County Office of County Counsel. This candidate is familiar with the operations of the department and has the knowledge to provide direction and support to department staff. If the requested action is not approved, the County will lose the opportunity to hire a highly qualified applicant for this position.

The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 31, Step B upon successful completion of all pre-employment requirements.



Department Head Signature

## OTHER THAN "A" STEP REQUEST

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

\*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

of Supervisors/Personnel Office
est to hire an applicant in the following classification:  Office Manager II at other than "A" step.
e following questions so that the Board may more objectively assess the request. Send the completed the Agenda Request Form to the Personnel office, allowing sufficient time for review and val prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda
Step A Request: \$ <u>28.10</u> Step <u>B</u>
cations received during recruitment for this position:  oer of "qualified" applicants: Interviewed  3
for requesting higher step than A: ndidate has three (3) years of previous management experience, which has involved and client-focused chiropractic office. The candidate also has 5.5 years of Tehama nce, which includes 1.5 years in the Tehama County Office of County Counsel. This niliar with the operations of the department and has the knowledge to provide upport to department staff. If the requested action is not approved, the County will runity to hire a highly qualified applicant for this position.  Department budgeted for this additional cost? cts this additional cost, and we have reduced other budget units like training and extra help nmodate it. The annual cost at Step A is \$55,681.60 and the annual cost for placement at B
f in t



### **Tehama County**

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

### Agenda Request Form

File #: 24-1557 **Agenda Date: 10/1/2024** Agenda #: 10.

### PERSONNEL / PUBLIC GUARDIAN / PUBLIC ADMINISTRATION

### Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Conservator/Public Guardian/Public Administrator, Range 33, Step B, upon successful completion of all pre-employment requirements

### **Financial Impact:**

The annual salary at Step A is \$58,489.60 and the annual salary at Step B is \$61,422.40, which is a \$2,932.80 difference. The position is included in the FY 2024/25 budget. The salary saving from July-October will be used to cover the cost of the onboarding.

### **Background Information:**

The candidate has over ten years of experience in investigating. The applicant meets all the qualifications for this position. It would be a loss to the department and the County if we were unable to hire this highly qualified applicant. The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 33, Step B upon successful completion of all pre-employment requirements.



### OTHER THAN "A" STEP REQUEST

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

\*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is

	n and of itself, a sufficient compelling reason to start an employee at higher than "A" step.
FROI TO:	M: Public Guardian/Public Administrator Melani Kain Board of Supervisors/Personnel Office
RE:	Request to hire an applicant in the following classification:  Deputy Conservator/Public at other than "A" step.  Guardian/Public Administrator
form appro Supe	se answer the following questions so that the Board may more objectively assess the request. Send the completed along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and oval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of ervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda opproval.
2.	\$ 28.12 Step A Request: \$ 29.53 Step B  Total applications received during recruitment for this position: 6  Total number of "qualified" applicants: 3  Instification for requesting higher step than A:
This	candidate has over 10 years in investigations and has worked for two law enforcement agencies vo different counties. She will be an asset to our department and our county as a majority of work includes investigations.
	ow has the Department budgeted for this additional cost?
Ther	e is no additional cost to the department as this position is included in FY24/25 budget. The salary

Department Head Signature

savings from July-October can be used for onboarding.



### **Tehama County**

Agenda Request Form

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

Agenda #: 11. File #: 24-1678 **Agenda Date: 10/1/2024** 

### **APPROVAL OF MINUTES**

### Requested Action(s)

a) Waive the reading and approve the minutes of the regular meeting held 9/10/2024

### **Financial Impact:**

None

**Background Information:** 

Tehama County Tuesday, September 10, 2024 9:00 AM Board of Supervisors Meeting Minutes



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

William Moule, District 1
Candy Carlson, District 2
Pati Nolen, District 3
Matt Hansen, District 4, Vice Chair
John Leach, District 5, Chairman

Gabriel Hydrick Chief Administrator

Margaret Long County Counsel

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

### 9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

**Present:** Supervisor William Moule, Supervisor Candy Carlson, Supervisor Pati

Nolen, Vice Chair Matt Hansen, and Chairperson John Leach

Chairman Leach presided. Present in the chambers were Clerk of the Board Sean Houghtby by Deputy Mary DiMaggio, County Counsel Margaret Long by Deputy Andrew Plett, and Chief Administrator Gabriel Hydrick.

### ANNOUNCEMENT OF AGENDA CORRECTIONS

Chairman Leach announced Public Comment will be heard after 10:00 A.M. time certain from Department of Agriculture.

# PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION None.

### **BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE**

Fire Committee (Standing) (Leach, Hansen) - Met last Monday.

Public Works Committee (Standing) (Leach, Nolen) - Met last month.

Veterans Halls Advisory Committee (Standing) (Carlson, Leach) - Met July 8th.

Rescue Act Ad Hoc Committee (Carlson, Moule) - Not met.

Public Safety Tax Initiative Working Group (Hansen, Moule) - Meeting on Monday.

Personnel Procedures & Guidelines Ad Hoc Committee (Hansen and Carlson) -Meeting on Monday.

### **REPORTS OF MEETINGS ATTENDED INCLUDING AB1234**

Supervisor Moule - None.

Supervisor Carlson - None.

Supervisor Nolan - Sierra Nevada Conservancy and Skyview Community Water District Meeting.

Supervisor Hansen – Collaborate Meeting with Glenn County and State Water Control Board regarding Black Butte Lake.

Chairman Leach - None.

### ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Environmental Health / Code Enforcement Director Tia Branton announced the Park Fire phase one cleanup of hazardous waste cleanup and assessment is almost completed in Campbellville and started cleanup in Paynes Creek.

In addition, Ms. Branton encourages residents affected by the Park Fire to contact Environmental Health and discussed a fire recovery link attached to the Tehama County website about the cleanup.

Administrative Services Director Tom Provine announced the Chamber of Commerce working on assistance and grant opportunities for businesses and restaurants impacted by the Park Fire.

Sheriff Dave Kain announced the Sheriff's department has made budget adjustments regarding the aviation budget and being able to transfer between non-general funds and other funding; as well as the ability to track project numbers for public transparency.

### **CONSENT AGENDA**

Approval of the Consent Agenda.

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

**RESULT:** APPROVED THE CONSENT AGENDA

MOVER: William Moule SECONDER: Pati Nolen

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

### 1. GENERAL WARRANT REGISTER - 8/11/24 - 8/24/24

24-1410

### AUDITOR'S CLAIMS

2.

24-1361

- a) Court Operations, 2026-53221, Law Office of Bruce W. Ebert, \$ 700
- b) Court Operations, 2026-53221, Law Office of Bruce W. Ebert, \$ 1,125
- c) Court Operations, 2026-53221, John Hamel & Associates, \$ 2,362.50
- d) Court Operations, 2026-53221, Law Office of Benjamin E. Magid, \$10,144
- e) Court Operations, 2026-53221, Law Office of Benjamin E. Magid, \$12,016

### 3. ADMINISTRATION

24-1364

a) AGREEMENT - Approval and authorization for the Chair to sign the amendment with the Sacramento River Discovery Center (Misc. Agree. #2024-185) to include other necessary supplies for the completion of the project to be included as reimbursable with no increase to the maximum compensation of the original agreement. Enactment No: MISC. AGR 2024-284

### 4. DEPARTMENT OF AGRICULTURE

24-1371

a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign

an agreement with the California Department of Food and Agriculture for the provision of conducting Pierce's Disease Control Program within Tehama County, for the amount not to exceed \$27,448, effective 7/1/24 and shall terminate 6/30/25.

Enactment No: MISC. AGR 2024-285

### 5. DEPARTMENT OF AGRICULTURE

24-1374

a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign cooperative agreement with the California Department of Food and Agriculture for the provision of the Certified Farmers Market Inspection Program in an amount not to exceed \$2,625, effective 7/1/24 through 6/30/25.

Enactment No: MISC. AGR 2024-286

### 6. DEPARTMENT OF AGRICULTURE

24-1375

a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign cooperative agreement with the California Department of Food and Agriculture (CDFA) for the provision of costs incurred relative to enforcement activities of the California Organic Foods and Farming Act in an amount not to exceed \$5,640, effective 7/1/24 through 6/30/25.

Enactment No: MISC, AGR 2024-287

### 7. DEPARTMENT OF AGRICULTURE

24-1377

a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign standard agreement, with the California Department of Food and Agriculture (CDFA), for the Industrial Hemp Cultivation Program, for a maximum compensation amount not to exceed \$5,963.38, effective 7/1/24 and shall terminate 6/30/26.

Enactment No: MISC. AGR 2024-288

### 8. HEALTH SERVICES AGENCY / ENVIRONMENTAL HEALTH

24-1431

a) AGREEMENT - Approval and authorization for the Health Services Agency Executive Director and the Environmental Health Director to sign amendment #1 to the employment agreement with Timothy Peters, M.D. (Misc. Agree. #2024-36) for the position of Tehama County Health Officer, effective 3/1/24 through 2/29/28.

Enactment No: MISC. AGR 2024-289

### 9. HEALTH SERVICES AGENCY / PUBLIC HEALTH

24-1433

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Future of Public Health (FoPH) Funding Acknowledgement of Allocation Letter and the Annual Certification for the Future of Public Health Funding Award Number FoPH-055 for the maximum amount of \$278,095 per fiscal year, effective 7/1/24 and shall terminate 6/30/26.

Enactment No: MISC, AGR 2024-290

### 10. PERSONNEL / PUBLIC WORKS

24-1381

a) Approval to appoint the candidate as an Engineering Technician II at Salary Range 33, Step B, effective 9/22/24 or upon successful completion of all pre-employment requirements.

### 11. SHERIFF / PERSONNEL

24-1445

a) OTHER THAN "A" STEP - Approval to appoint applicant as Correctional Deputy I, Range 28, Step 2, upon successful completion of all pre-employment Requirements.

### 12. DEPARTMENT OF SOCIAL SERVICES / COMMUNITY ACTION AGENCY 24-1366

a) AGREEMENT - Approval and authorization for the Director to sign Subcontract A23-0057-S004, Amendment 1 with Chico State Enterprises (Misc. Agree. #2023-73) for the Mello-Granlund Senior Nutrition Program Infrastructure Grant to extend the term of the agreement to 9/30/24.

Enactment No: MISC. AGR 2024-291

### **REGULAR AGENDA**

Chairman Leach announced the 9:15 A.M. Public Hearing will be heard after the recess.

### 9:13 A.M. RECESS

### 9:18 A.M. RECONVENE

# 13. ADMINISTRATION / COUNTY BUDGET - FISCAL YEAR 2024-25 - 24-1437 Chief Administrator Gabriel Hydrick

a) PUBLIC HEARING - FY 2024-25 Adopted Budget Report and recommendations.

Chief Administrator Gabriel Hydrick read the Tehama County mission statement and discussed the overview of the budget and carryover.

b) Introductory session to present the proposed revisions to the Recommended Budget and administrative recommendations.

Chief Administrator Gabriel Hydrick discussed the revisions and updates for the Recommended Budget and total appropriations.

In addition, Mr. Hydrick discussed the reserve policy and the costs coming of the Park Fire regarding FEMA reimbursements and recommends putting money aside for Park Fire costs for economic purposes.

Mr. Hydrick proceeded in discussing the budget for the Position Allocation List.

c) Call for public comments.

Louise Wilkinson read a letter from Jenny Alexander regarding the budget and costs and discussed loss of property value from Park Fire homes.

In response to Mrs. Wilkinson, Mr. Hydrick stated the assessor is currently making adjustments of the tax roll for property owners affected by the Park Fire.

Auditor-Controller Krista Peterson stated her department is working alongside the assessor regarding the identified the values for the calamity for roll corrections and currently working with Butte County.

Penny Beans commented on the budget regarding eminent domains and the volunteer Tehama County Sheriff Stars Program.

Sheriff Dave Kain discussed the volunteer programs and working through the donation process for fixed assets for the volunteer projects and to keep the volunteer programs in mind for access to one-time dollars.

Ed Baker thanked the Tehama County Sheriff Star program and other volunteer programs and discussed the budget cognization for vehicle replacement.

Michael Kain commented on the inadequacy of the current County budget presentation.

Administrative Services Director Tom Provine discussed initial damage estimate for public funds (roads, culvers, tree clearing) and added they are actively seeking FEMA aid.

In response to Supervisor Moule, Mr. Provine stated the 175 million is a preliminary estimate on how much damage there is on road conditions and does not include individual assistance to private property owners since it's a separate cost.

d) Request Board consensus to either accept or modify the administrative recommendations for revisions to the FY 2024-25 Recommendation Budget.

Supervisor Carlson thanked Auditor-Controller Krista Peterson, Fiscal Manager Orepa Mamea and department heads for the information provided and thanked the Tehama County Sheriff Stars program and other volunteer programs.

In addition, Supervisor Carlson discussed discretionary funds, deficit numbers, and future funding.

In response to Supervisor Carlson, Supervisor Hansen discussed transparency on the budget process, and thanked the department heads for their efforts and discussed the emergency funding.

In response to Supervisor Carlson, Mr. Hydrick stated this is an addition to the Park Fire Incident as well as any future disasters.

In response to Supervisor Carlson, Mrs. Peterson stated the addition to the Park Fire emergency is referring to the budget unit and to set up a future reserve for current and future emergency damages.

Discussion took place about economic uncertainty funds and disaster funds.

The Board accepted the administrative recommendations for the revisions to the FY 2024-25 Recommendation Budget (Consensus received).

Chairman Leach announced the Public Hearing for 10:00 A.M. will be heard.

### 10:22 A.M.

- 15. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES 24-1465
  Director of Animal Services Tom Moss and Animal Care Center Manager Christine
  McClintock
  - a) PUBLIC HEARING Consider adoption of the proposed ordinance setting fees to be charged by the Tehama County Department of Agriculture, Division of Animal Services in connection with spaying/neutering of dogs and cats adopted from the Tehama County Animal Care Center.

Animal Care Center Manager Christine McClintock presented the new daily rates for spaying and neutering of dogs and cats.

- b) ORDINANCE NO. 2138 Adoption of an ordinance setting fees to be charged by the Tehama County Department of Agriculture, Division of Animal Services in connection with spaying/neutering of dogs and cats adopted from the Tehama County Animal Care Center.
  - 1) Waive the reading.
  - 2) Accept the introduction.
  - 3) Adopt the ordinance.

**RESULT:** APPROVED IN ONE MOTION

MOVER: Pati Nolen
SECONDER: Candy Carlson

**AYES:** Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

Enactment No: ORDINANCE No. 2138

### **PUBLIC COMMENT**

Scott Camp led a prayer and discussed being notified when issues and allegations are being addressed.

Kathy Nelson commented on the county department employees working for free and the funds used for the road department.

Louise Wilkinson commented on Lake California Road repair cost and thanked Informational Systems Manager David Bliss for the prior meetings as well as discussed, the certification from the Building Official.

Michael Kain commented on Budget Hearing heard at the beginning of the meeting and the Budget Hearing held on 8/27/24 night meeting.

Supervisor Nolen commented on WeGenerative delivery service of fresh food grade being available in the next 10 days and to contact Molly at (310) 386-5486.

Supervisor Carlson announced there will be a town hall meeting on the fourth Monday of the month at 5:30pm in the Tuscan Room of the Administration building.

Chairman Leach reopened public comment.

Greg Latourell announced there will be a 9/11 observation located at the old courthouse at 7:00am and encouraged the public to attend.

# 14. PROBATION DEPARTMENT - Chief Probation Officer Pam Gonzalez / 24-1386 Tehama Oaks Principal Sommer Grooms

a) INFORMATIONAL PRESENTATION - Regarding the Tehama County Juvenile Detention Facility's school, Tehama Oaks, which includes information on services and programs provided to youths by the Department of Education.

Chief Probation Officer Pam Gonzalez introduced Sommer Grooms.

Tehama Oaks Principal Sommer Grooms presented a presentation for juvenile hall program.

Supervisor Nolen thanked Ms. Grooms for the presentation and efforts involved.

# 16. HEALTH SERVICES AGENCY / MENTAL HEALTH - Executive Director 24-1449 Jayme Bottke

a) Approval to appoint Natalie Shepard as the "Local Director of Mental Health Services" for purposes of Division 5 (commencing with Section 5000) of the Welfare and Institutions Code and Division 1 (commencing with Section 400) of Title 9 of the California Code of Regulations, effective 9/1/24.

Health Service Agency Executive Director Jayme Bottke introduced Natalie Shepard.

Natalie Shepard introduced herself to the Board and the public.

RESULT: APPROVED William Moule SECONDER: Candy Carlson

**AYES:** Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

### 10:58 A.M. RECESS to convene as the Tehama County Air Pollution Control District

### 11:00 A.M. ADJOURN to reconvene as the Tehama County Board of Supervisors

### 18. FIRE - Fire Chief Monty Smith

24-1384

a) BUDGET INCREASE: FIRE, B-1 - Emergency increase to Tehama County Fire Revenue Account Other Fees (2042-461060), \$300,000 and corresponding increase to Miscellaneous Expenditures (2042-53210), \$300,000; thereby revising the Recommended Budget pursuant to Government Code section 29064, subdivision (b) (1) (Requires 4/5's vote).

Fire Chief Monty Smith stated this is a zero net county cost and funded by the California Fire Assistance agreement and this would be used for resources and volunteers.

In response to Supervisor Hansen, Mr. Smith explained the reimbursements for volunteers.

RESULT: APPROVED William Moule SECONDER: Pati Nolen

**AYES:** Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

### 19. ELECTIONS - Clerk & Recorder Sean Houghtby

24-1470

a) PROCLAMATION - Adoption of a proclamation proclaiming September 17, 2024, as National Voter Registration Day.

Clerk and Recorder Sean Houghtby read the Proclamation for National Voter Registration Day.

In response to Supervisor Carlson, Mr. Houghtby stated there will be a voter registration booth on candidates' night.

In response to Supervisor Hansen, Mr. Houghtby explained the online voter registration process.

Louise Wilkenson encouraged the public to volunteer with the elections and encouraged residents to vote.

John Warren encouraged the public to vote and stated that everyone's one vote matters.

Supervisor Nolen encouraged the public to volunteer for elections and jury duty.

Mr. Houghtby stated that anyone interested in poll working to please contact the Tehama County Elections Department.

RESULT: APPROVED
MOVER: Candy Carlson
SECONDER: Pati Nolen

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

# 20. ENVIRONMENTAL HEALTH / PROBATION - Environmental 24-1406 Health/Code Enforcement Director Tia Branton and Corrections Officer Geoffrey Will

 a) Informational Presentation - Providing information concerning the Brickyard Firebreak and Water Way Protection Project behind the High School.

Environmental Health/Code Enforcement Director Tia Branton presented a before and after photos of the clean-up on Brickyard and discussed results and total costs.

Supervisors thanked the Environmental Health/Code Enforcement department for the clean-up at Brickyard.

Ms. Branton thanked the Probation department for their clean-up efforts.

Supervisor Hansen discussed the criminalization of homelessness and the causes in society.

Corrections Probation Officer Geoffrey Will showed a video on the cleanup process at Brickyard and discussed homelessness issues and future plans for clean-up.

In response to Supervisor Nolen, Mr. Will discussed the PATH property, resources and relocation.

Supervisors thanked the Probation department for the clean-up at Brickyard.

Sheriff Dave Kain discussed the criminalization of homelessness and future citations to be given out to individuals and putting these individuals into the work crew to help with clean-up.

# 21. SHERIFF'S OFFICE LANDSCAPE PROJECT COMPLETION - Undersheriff 24-1350 Jeff Garrett

a) NOTICE OF COMPLETION - Approval for the Chairman to sign the Notice of Completion for the Sheriff's Office Landscape Project, as contracted by Cutting Edge Landscape of Red Bluff, California.

Undersheriff Jeff Garrett presented before and after photos of the improvements, and discussed future projects and thanked the crew for putting this project together.

RESULT: APPROVED MOVER: Matt Hansen SECONDER: Pati Nolen

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

### 22. PERSONNEL / SHERIFF'S OFFICE - Sheriff Dave Kain

24-1385

a) Approval of Hiring Freeze Exemption/Exception to fill three (3.00 FTE) Correctional Deputy I allocations.

Sheriff Dave Kain explained the hire exemptions and benefits for allocating the Correctional Deputy positions.

RESULT: APPROVED
MOVER: William Moule
SECONDER: Candy Carlson

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

### 23. PUBLIC WORKS DEPARTMENT - Director Jim Simon

24-1409

a) ROAD AGREEMENT - Approval and authorization for the Director to sign Amendment No. 1 with Henthorn Equipment (Road Agree. #2024-009) for the purpose of storm debris hauling and processing, amending the termination date from 9/1/24 to 6/30/25.

RESULT: APPROVED
MOVER: Pati Nolen
SECONDER: Candy Carlson

**AYES:** Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach Enactment No: ROAD AGR 2024-014

### 24. PERSONNEL / PUBLIC WORKS - Director Jim Simon

24-1436

a) Approval to appoint the candidate as an Accountant I at Salary Range 29, Step C, effective 10/6/24 or upon successful completion of all pre-employment Requirements.

**RESULT:** APPROVED

MOVER: William Moule SECONDER: Pati Nolen

**AYES:** Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

### 25. PERSONNEL / PUBLIC WORKS - Director Jim Simon

24-1458

a) Approval to appoint the candidate as an Engineering Technician III at Salary Range 37, Step C, effective 9/8/24 or upon successful completion of all pre-employment requirements.

RESULT: APPROVED William Moule SECONDER: Candy Carlson

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

# 26. TEHAMA COUNTY LAW ENFORCEMENT MANAGEMENT ASSOCIATION - Personnel Director Coral Ferrin

24-1415

a) AGREEMENT / RESOLUTION - Adoption of a resolution approving the Memorandum of Understanding between the County of Tehama and the Tehama County Law Enforcement Management Association (LEMA), effective 9/1/23 through 6/27/27, and corresponding revisions to the Tehama County Master Salary Schedule.

Personnel Analyst Jenna Madrigal discussed the amendment of the Memorandum of Understanding and Tehama County Law Enforcement Management Association.

RESULT: APPROVED MOVER: Pati Nolen SECONDER: Matt Hansen

**AYES:** Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

Enactment No: MISC. AGR 2024-292 & RESO NO. 2024-076

# 27. ADMINISTRATION / COUNTY COUNSEL - Chief Administrator Gabriel Hydrick

24-1423

a) AGREEMENT - Approval and authorization for Chair to sign the agreement with Amber Z. Lane for the purpose of providing marijuana cultivation abatement Hearing Officer services under Chapter 9.06 of the Tehama County Code with the maximum amount not to exceed \$70,000, effective 9/1/24 and shall terminate 8/31/26.

Chief Administrator Gabriel Hydrick discussed marijuana cultivation abatement Hearing Officer candidate agreement for Amber Lane.

In response to Supervisor Carlson, Mr. Hydrick presented the currently known background information of the candidate.

In response to Supervisor Nolen, Mr. Hydrick confirmed this position is for commercial illegal marijuana cultivation abatement services.

RESULT: APPROVED
MOVER: Matt Hansen
SECONDER: William Moule

AYES: Supervisor Moule, Supervisor Nolen, Vice Chair Hansen, and

Chairperson Leach

ABSTAINED: Supervisor Carlson

Enactment No: MISC, AGR 2024-293

11:50 A.M. RECESS 1:30 P.M. RECONVENE

1:31 P.M. RECESS to convene as the Tehama County Board of Equalization

1:35 P.M. ADJOURN to reconvene as the Tehama County Board of Supervisors

### **FUTURE AGENDA ITEMS**

Supervisor Carlson asked for a section on the agenda to address previous public comment questions (Consensus not received).

Supervisor Carlson asked for discussion for extending the soft hiring freeze (4-1 Consensus Received).

Supervisor Hansen requested for an AB1168 support letter of opposition to be sent to the state government (Consensus Received).

### REPORTABLE ACTIONS FROM CLOSED SESSION

28. CLOSED SESSION 24-1071 a) PERSONNEL/PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part One of the Tehama County Health Services Agency Director Annual Performance Evaluation Process.

Report Out: Evaluation held.

29. CLOSED SESSION 24-1073 a) PERSONNEL/PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part Two of the Tehama County Child Support Services Director Annual Performance Evaluation Process.

Report Out: Evaluation held.

30. CLOSED SESSION 24-1389 a) PERSONNEL/PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957) Title: Director of Planning.

**Report Out:** Item continued to 9/17/24 agenda.

31. CLOSED SESSION 24-1394 a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Interim Building Official (New Appointment Onboarding).

**Report Out:** Supervisor Moule recused himself and did not participate in the session. Onboarding held.

32. CLOSED SESSION 24-1444 a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Matthew Goitia Agency claimed against: Tehama County

Report Out: Item continued to 9/17/24 agenda.

33. CLOSED SESSION 24-1448 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Pelorus Terminals LLC. Agency claimed against: Tehama County

Report Out: Item continued to 9/17/24 agenda.

34. CLOSED SESSION 24-1448 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Peaker Energy Agency claimed against: Tehama County

Report Out: Item continued to 9/17/24 agenda.

### **ADJOURN**

1:58 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: September 13, 2024	
	APPROVED
	Chairman of the Board

SEAN HOUGHTBY, Clerk
of the Board of Supervisors
by\_\_\_\_\_\_ Deputy

Page 1 of 14

of Supervisors



### **Tehama County**

Agenda Request Form

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

File #: 24-1679 **Agenda Date: 10/1/2024** Agenda #: 12.

### **APPROVAL OF MINUTES**

### Requested Action(s)

a) Waive the reading and approve the minutes of the regular meeting held 9/10/2024

### **Financial Impact:**

None

**Background Information:** 

# MINUTES OF THE MEETING OF THE TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT TUESDAY, SEPTEMBER 10, 2024

The Tehama County Air Pollution Control District met in regular session at 10:58 A.M. on Tuesday, September 10, 2024 with the following Board members present: Directors John Leach, Matt Hansen, Bill Moule and Pati Nolen and Candy Carlson.

Chairman John Leach presided. Present were Clerk of the Board Sean Houghtby by Deputy Mary DiMaggio, County Counsel Margaret Long by Deputy Andrew Plett and Chief Administrator Gabriel Hydrick.

## 17. AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer 24-1405 Joe Tona

a) Confirmation for Air Pollution Control Specialist Brian Marquardt to travel out of state to New Orleans, Louisiana from August 12-15, 2024, to attend the Environmental Protection Agencies National Ambient Air Monitoring Conference.

Air Pollution Control Officer Joe Tona stated this is a fully funded travel expense by the 103 grant that pays for EPA training.

RESULT: APPROVED
MOVER: Pati Nolen
SECONDER: Candy Carlson

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair

Hansen, and Chairperson Leach

11:00 A.M. There being no further business before the Board, the meeting was adjourned.



### **Tehama County**

Agenda Request Form

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

File #: 24-1649 **Agenda Date: 10/1/2024 Agenda #:** 13.

### TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT

### Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign a Carl Moyer/FARMER Low-Emission Equipment Incentive Program Amendment No. 2 with Julissa Garcia (Misc Agree #2024-106 amended by Misc. Agree #2024-220) to decrease the maximum incentive amount from \$32,696 to \$29,522 and to change the minimum year usage from 200 hours to 170 and to increase the recapture amount from \$54.49/hr to \$57.88/hr

### **Financial Impact:**

FARMER funding and associated agreements are budgeted annually by the District.

### **Background Information:**

The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program), Funding Agricultural Replacement Measures for Emission Reductions (FARMER) and Local AB 923 incentive programs have been highly successful for many years in reducing air pollution in Tehama County. The FARMER program provides funding through air districts for agricultural harvesting equipment, heavy-duty trucks, agricultural pump engines, tractors, and other equipment used in agricultural operations. The agreement with Julissa Garcia will be funded by FARMER Program funds and will help replace a 1975 Ford 5000 Tractor, equipped with a diesel-fired 69-horsepower engine with a New Massey Ferguson 2607H Tractor, equipped with a 74-horsepower diesel-fired engine.

### 2<sup>nd</sup> AMENDMENT

## TO THE AGREEMENT BETWEEN TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT AND JULISSA GARCIA

This Amendment to Agreement Number 2024-106 and 1<sup>st</sup> Amendment Number 2024-220, dated March 30, 2024 and July 2, 2024, respectively, by and between the Tehama County Air Pollution Control District (District) and Julissa Garcia to replace an agricultural tractor, shall be amended as follows:

### From Item 1:

- A. Increase the Maximum Incentive Amount from \$29,522 to \$43,006.
- B. Remove one "Massey Ferguson 2607H Tractor, equipped with a 74-horsepower diesel-fired engine" and add one "John Deere 5075E Utility Tractor, equipped with a 75-horsepower diesel-fired engine".

#### From Item 2:

A. Increase the agreement term from 3 years to 4 years.

### From Item 10:

A. Increase the reporting term from 3 years to 4 years.

### From Exhibit "A":

- A. Remove one "Massey Ferguson 2607H Tractor, equipped with a 74-horsepower diesel-fired engine" and add one "John Deere 5075E Utility Tractor, equipped with a 75-horsepower diesel-fired engine".
- B. Change the Minimum Year Usage from 170 hours to 175 hours.
- C. Increase the Project Life from 3 years to 4 years.
- D. Increase the Recapture Amount from \$57.88/hr to \$61.43/hr.
- E. Increase the Maximum Incentive Amount from \$29,522 to \$43,006.

It is mutually agreed that all other terms and conditions of Agreement Number 2024-106 and 1st Amendment Number 2024-220 shall remain in full force and effect.

**IN WITNESS WHEREOF**, District and Participant have executed this agreement on the day and year set forth below.

### **TEHAMA COUNTY APCD**

Date: 9-10-24

Joseph H. Tona, Air Pollution Control Officer

**JULISSA GARCIA** 

Date: 71.30 24

Signature and Title



### **E-Contract Review** Approval as to Form

Department Name: Air Pollution Control

Vendor Name: Julissa Garcia

Contract Description: For the purpose of Carl Moyer/FARMER Low-Emission Equipment Incentive Program

### APPROVED AS TO FORM:

Date: 09/09/2024 Office of the Tehama County Counsel

Margaret E. Long, Interim County Counsel

### 1st AMENDMENT

# TO THE AGREEMENT BETWEEN TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT AND JULISSA GARCIA

This Amendment to Agreement Number 2024-106, dated March 30, 2024, by and between the Tehama County Air Pollution Control District (District) and Julissa Garcia to replace an agricultural tractor, shall be amended as follows:

From Item 1 and Exhibit "A":

A. Decrease the Maximum Incentive Amount from \$32,696 to \$29,522.

From Exhibit "A":

- A. Change the Minimum Year Usage from 200 hours to 170 hours.
- B. Increase the Recapture Amount from \$54.49/hr to \$57.88/hr.

It is mutually agreed that all other terms and conditions of Agreement Number 2024-106 shall remain in full force and effect.

**IN WITNESS WHEREOF**, District and Participant have executed this agreement on the day and year set forth below.

Date: _	6-19-24	TEHAMA COUNTY APCD
		Joseph H. Tona, Air Pollution Control Officer  JULISSA GARCIA
	1 1-	JULISSA GARCIA
Date: _	5 30 24	AM AM
	,	Signature and Title

# E-Contract Review Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Julissa Garcia

Contract Description: For the purpose of Carl Moyer/Farmer low-emission equipment

incentive program

APPROVED AS TO FORM:

Date: 4/11/2024

Office of the Tehama County Counsel Margaret E. Long, County Counsel

# E-Contract Review Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Julissa Garcia

Contract Description: For the purpose of Carl Moyer/Farmer low-emission equipment

incentive program

APPROVED AS TO FORM:

Date: 4/11/2024

Office of the Tehama County Counsel Margaret E. Long, County Counsel

### TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT

### FARMER EQUIPMENT INCENTIVE PROGRAM

#### **AGREEMENT**

This Agreement (Agreement) is between the Tehama County Air Pollution Control District (District), a public agency of the State of California, and Julissa Garcia, (Participant) the original applicant to the FARMER Program:

WHEREAS, Pursuant to California Health and Safety Code section 44275 et seq., the District may undertake programs that include, but are not limited to, financial assistance or other incentives to fleet operators and individuals for the purchase, conversion, or operation of low-emission motor vehicles and for the purchase and/or retrofit of heavy-duty engines; and

WHEREAS, on December 10, 2019 the Tehama County Air Pollution Control District Board of Directors approved Resolution 2019-129 authorizing the FARMER Program; and

WHEREAS, the FARMER Program provides incentives to fleet operators and individuals for the purchase and/or retrofit of heavy-duty engines, equipment operating at low-emission levels and zero emission UTV's; and

WHEREAS, Participant represents that the purchase described herein is NOT required by any local, state, and/or federal rule or regulation. For public agencies, controlling board policy does NOT require the purchase; and

WHEREAS, the California Air Resources Board (CARB), as an intended third party beneficiary, shall have the right to audit and enforce the terms of the Agreement at any time during the Agreement term to ensure emissions reductions are obtained;

NOW THEREFORE, the parties agree as follows:

- 1. Participant agrees to accept in full satisfaction thereof, an amount up to \$32,696.00 for the purchase of a new Massey Ferguson 2607H Tractor, equipped with a 74-horsepower diesel-fired engine, subject to the terms of this Agreement.
- 2. This Agreement shall begin upon the execution of the Agreement by both parties and terminates three (3) years from the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection conducted in accordance with the FARMER Program and Carl Moyer Air Quality Standards Attainment Program guidelines, rules, regulations, policies and procedures. The foregoing term of the Agreement shall be divided into two timelines. The "project completion" timeline shall begin upon the execution of the Agreement and shall terminate on the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection. This timeline shall be completed no later than 180 days after execution of the Agreement unless extended by the Air Pollution Control

Officer. The "project implementation" timeline shall begin upon the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection and shall terminate upon termination of this Agreement as set forth above.

- 3. All payments shall be made directly to the Participant. Payments shall be made only when Participant has previously paid for the purchase and the payment to Participant is a reimbursement. Participant also agrees that any work done prior to execution is at the Participants own cost and will not be reimbursed under this Agreement. Additionally, before any payment is made hereunder, an eligible invoice must be received by the District, and the District's post-inspection must be successfully completed to document the completion of the work specified in the invoice. The equipment/engines(s) must be operational before the payment is issued. Participant must submit an itemized invoice from the engine supplier (for repowers or retrofits) or paid invoices from the equipment owner (for new equipment) to receive final payment.
- 4. The Participant must submit copies of invoices that confirm installation of a digital odometer/hour meter. Each invoice must include an identification number, new engine and equipment serial numbers, odometer reading, and date service was provided. The Participant must also provide copies of any financing documents for the equipment described in Exhibit A.
- 5. The low-emission technology of the engine(s) shall be certified for sale or under experimental permit for operation in California and show at least a 30% reduction of NOx emissions compared to the applicable standard for that engine year and application in one of three ways:
  - California Air Resource Board (CARB) certification testing.
  - U.S. Environmental Protection Agency certification testing.
  - Emission testing at a laboratory approved by the U.S. Environmental Protection Agency, CARB, and or the District. The testing must be performed in a manner acceptable to the Air Pollution Control Officer.
- 6. Participant agrees that engine(s)/equipment covered under this Agreement meet all the eligibility requirements and shall be operated in a manner consistent with those eligibility requirements as described in the FARMER Program guidelines, rules, regulations, policies and procedures.
- 7. Participant shall cooperate with the District and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits from the project are real, quantifiable, surplus, and enforceable.
- 8. (Initial) The Participant agrees to the following motor vehicle title and or lien requirements:
  - If the vehicle type is issued a title by the Department of Motor Vehicles (DMV), the Participant will provide a copy of the replacement vehicle's title to the District. If the vehicle is not financed, the District shall be named as a lien holder for the vehicle. If the vehicle type is not issued

### Agreement Number 2024 - 106

- a title by the DMV, a Uniform Commercial Code (UCC) filing will be required.
- The Participant must be the legal owner of the replacement vehicle described in Exhibit A through the length of this Agreement.
- If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must add the District as lien holder and ensure that the District remains a lien holder on the replacement vehicle through the remainder of the Agreement's project implementation timeline.
- If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the reimbursement formula described in Exhibit A.
- If the equipment described in Exhibit A is repossessed by another lienholder, or otherwise levied upon, attached, seized, or removed from the Participant's possession through legal process, the Participant must reimburse the District in accordance with the Section 18 of this Agreement.
- 9. If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or reasonably suspects, that the event has occurred or is likely to occur:
  - The Participant suffers a catastrophic financial loss that impairs the Participant's ability to perform the conditions of this Agreement; or
  - The Participant files for bankruptcy; or
  - Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.
- 10. Participant shall complete and return all requested information and surveys sent from the Tehama County Air Pollution Control District, yearly, for at least three (3) years from the commencement of operation. Noncompliance with the reporting requirements shall require on-site monitoring or inspection by the District. Participant shall also maintain records related to this project and retain those records for at least three years after expiration of the term of this Agreement or three years after final payment hereunder, whichever is later. The District, CARB, or the conduct a fiscal audit of the project and/or otherwise examine Participant's records at any time.
- 11. The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A:
  - Hours and location (s) of operation and Type of maintenance performed.
- 12. Participant shall maintain the equipment/engine(s) according to the manufacturer's specifications for the life of the project, and shall not tamper with the equipment/engine(s) in any manner. Participant agrees to maintain a working engine hours meter and/or an approved usage-measuring device on all engines for the duration of the contract and allow the District access

### Agreement Number 2024 - 106

to the meter. If the hour meter fails, Participant shall immediately notify the District, and remains responsible for validating any hours not recorded by the hour meter. Participant must either repair or replace the non-operating meter or provide other documentation of equipment operating hours acceptable to the District.

- 13. Participant agrees that the District, CARB, or their designee will have access to project site to perform necessary monitoring and enforcement during the term of this Agreement.
- 14. The District and CARB shall have the authority to fine Participant and/or seek any other remedies available under the law for noncompliance with FARMER Program requirements or failure to fully perform under this Agreement.
- 15. Participant agrees that the replacement equipment/engine(s), authorized under this agreement by the Tehama County Air Pollution Control District FARMER Program, will be operated and maintained at least 75% of the time within the boundaries of the State of California throughout the life of the contract.
- 16. Participant agrees that the original equipment/engine(s) to be replaced by this program is the same as the equipment/engine(s) stated in Participant's application and restated in "Exhibit A" hereto. Said equipment/engine(s) will be destroyed immediately or otherwise rendered unusable immediately after new equipment/engine installation. The equipment/engine must be destroyed at a District approved dismantler and proof of destruction or usability shall be submitted to the District within 30 days of new equipment/engine installation.
- 17. Participant shall defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from any and all losses, costs, damages, fines, or expenses (including attorney fees, court costs, and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any act or omission of Participant related to this Agreement, or which are related in any way to the engine(s) for which financial assistance or other incentives are received from the District by Participant.
- 18. (Initial) Participant agrees that each engine will operate a minimum amount of usage as shown in Exhibit "A"- Performance Requirements during the term of this Agreement. Upon termination of this Agreement, if the engine fails to fulfill the minimum required operation, Participant shall return to the Tehama County Air Pollution Control District an amount based on the difference between the required operation amount and the actual amount operated, times the payback factor shown in Exhibit "A". The District reserves the right, in its sole discretion, to extend the duration of the contract if the engine fails to fulfill the minimum required operation.

- 19. Participant acknowledges that receipt of this incentive prohibits application for any form of emission reduction credits for this project including: Emission Reduction Credit (ERC), Mobile Emission Reduction Credit (MERC) and/or Certificate of Advanced Placement (CAP), for all time, from Tehama County Air Pollution Control District or any other Air Quality Management or Air Pollution Control District.
- 20. (Initial) Participant agrees, by signing this contract for this project, the owner (or designee) shall not submit another application or sign another contract for the same specific equipment/engine(s) with any other source of FARMER or Carl Moyer funds, including but not limited to, other Districts or the Air Resources Board for a multi-District solicitation. Participant further certifies that Participant has not received any other incentive funding for the equipment/engine(s) covered under this Agreement. Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same equipment/engine(s) shall, at a minimum, be disqualified from funding for that equipment/engine(s) from all sources and may also be banned from submitting future applications to any and all FARMER or Carl Moyer Program solicitations. In addition, the District or CARB may levy fines and/or pursue other civil or criminal remedies for such conduct.
- 21. Participant agrees that if funds are not available from CARB, or the Tehama County Air Pollution Control District Board of Directors otherwise declines to appropriate funding for this Agreement, the District shall have the right to cancel this Agreement immediately without cost or penalty to the District or CARB.
- 22. Participant agrees that the District shall have the right to cancel this contract or withhold payment for non-compliance if the Participant does not meet the obligations of the contract.
- 23. Participant agrees to be responsible for all applicable taxes on all equipment/engine(s) purchased.
- 24. Participant hereby asserts that the purchase of low NOx emission engine(s) is a completely voluntary act; and the District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low NOx emission engine purchased by Participant.
- 25. This Agreement and any payments to Participant for compensation and expenses are subject to the provisions and limitations imposed by the California Health and Safety Code. District shall have no liability for payment of any compensation and expenses that are found to be in contravention to the California Health and Safety Code. Participant shall reimburse District for any compensation and expenses paid by District to Participant and later determined to be in contravention to the Health and Safety Code.

### Agreement Number 2024 - 106

- 26. The representative of Participant signing this Agreement on behalf of Participant (authorized signature) affirmatively states that he or she has legal authority to bind Participant to the terms of this Agreement.
- 27. Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Alicia Helfrick Tehama County Air Pollution Control District P.O. Box 1169 Red Bluff, CA 96080 Phone: (530) 527-3717	Julissa Garcia 25635 Moller Avenue Orland, CA 95963 Phone: (530) 321-8112

The address and/or contacts may be changed by written notice to the other party. Nothing shall preclude the giving of this information by personal service.

- 28. Participant shall maintain in force at all times during the term of this Agreement and extensions or modifications thereto, insurance in accordance with Exhibit "B". In the event Participant does not have the required certificate of insurance, or if the required insurance lapses, this Agreement shall be terminated immediately.
- 29. This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 30. No performance to be rendered or payment due under this Agreement may be delegated or assigned.
- 31. 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 or 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.

Approved:	CDYW MAN	Date_	3.7.24
	Julissa Garcia⊖ V		
Approved:	Joseph H. Tona, Air Pollution Cont	Date_ rol Officer	4-12-24

## EXHIBIT "A" PERFORMANCE REQUIREMENTS

### PROJECT ID 25-016

The below listed equipment/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 18 of this Agreement.

Equipment/Engine Make and Model	Serial Number*	Minimum Yearly Usage (hours)	Project Life (years)	Recapture Amount (Payback Factor) (\$/hr/yr)	Maximum Incentive Amount
New Massey Ferguson 2607H Tractor, equipped with a 74- horsepower diesel- fired engine	TBD	200	3	\$54.49	\$32,696.00

<sup>\*</sup>Serial Number will be filled in by the Tehama County Air Pollution Control District upon verification of project completion.

### **EXISTING ENGINE SPECIFICATIONS**

The below listed equipment/engine(s) specifications must match the specifications turned in with the application, and be running at the time of preinspection.

Equipment/Engine Make, Model, and Year	Serial Number
1975 Ford 5000 tractor, equipped with a diesel- fired, 69-horsepower engine	5D11C / C468488

#### **EXHIBIT "B"**

### **INSURANCE REQUIREMENTS**

1. During the "project completion timeline," or for one year from the execution of this Agreement, whichever is longer, Participant shall, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

COMMERCIAL/GENERAL LIABILITY: Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

WORKERS COMPENSATION: If Participant has employees, he/she shall obtain and maintain continuously workers' compensation insurance as required by California law to cover Participant and Participant's employees and partners.

- 2. Participant shall maintain in force at all times during the term of this Agreement property insurance in an amount of not less than the replacement value of the equipment/engine(s) subject to this Agreement, and covering all risks of loss, damage or destruction of such equipment/engine(s). The policy shall list the Tehama County Air Pollution Control District as loss payee.
- 3. With regard to all insurance provided as required hereunder:

Notice of Cancellation: Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of Participant's insurance premium is permissible.

Supplementary Payments: The above-stated limits of liability coverage for Commercial/ General Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.

Participant's Insurance Primary: The Participant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT,

### Agreement Number 2024-106

it officials, trustees, agents, employees or volunteers shall be excess to the Participants insurance and shall not contribute with it.

Acceptability of Insurer: Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.

Exceptions: Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT.

### 4. Verification of Coverage:

Participant shall furnish the DISTRICT with insurance or self-insurance and/or original endorsement(s) and/or binder(s) affecting coverage required herein, as directed by the DISTRICT. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to effect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If Participant provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess Participant's capability of providing such self-insurance. The APCO may reject self-insurance coverage where he finds that sufficient coverage will not be afforded to the DISTRICT.

n neim



### **Tehama County**

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

### Agenda Request Form

File #: 24-1585 **Agenda Date:** 10/1/2024 Agenda #: 14.

### PUBLIC WORKS / PURCHASING- Director Jim Simon

### Requested Action(s)

- a) Request approval of specifications for the purchase of two (2) new \(^3\)4 ton 4x2 Extended Cab Long Bed Pickup Trucks, one (1) new ½ ton 4x2 Extended Cab Standard Bed Pickup Truck, one (1) new ¾ ton 4x2 Extended Cab 4-Door Long Bed Pickup Truck with 8' Utility Bed and one (1) new \(^3\)4 ton 4x4 Extended Cab Long Bed Pickup Truck
- b) Request authorization for Purchasing to solicit bids for two (2) new \(^3\)4 ton 4x2 Extended Cab Long Bed Pickup Trucks, one (1) new ½ ton 4x2 Extended Cab Standard Bed Pickup Truck, one (1) new ¾ ton 4x2 Extended Cab 4-Door Long Bed Pickup Truck with 8' Utility Bed and one (1) new \(^3\)4 ton 4x4 Extended Cab Long Bed Pickup Truck with the bid opening set for 3pm on 10/15/24 at Tehama County Administration, 727 Oak St., Red Bluff, CA 96080

### **Financial Impact:**

The 4x2 and 4x4 pickups will be purchased with funds budgeted for planned vehicle replacements. All purchases are budgeted in Road account 3011-57605 and will not impact the General Fund.

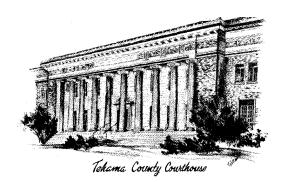
### **Background Information:**

The new pickups will be replacing the following vehicles that all have outlived their useful life and have an excessive number of miles on them and/or serious mechanical issues that aren't financially prudent based on the vehicle's current value/mileage.

- 1- #41 is a 1992 Chevy ½ ton with 221,000 miles on it and it needs the transmission replaced
- 2- # 42 is a 1992 Chevy ½ ton with 228,000 miles on it and it needs a new engine and the interior replaced
- 3- # 173 is a 1995 Chevy \(^3\)4 ton with 157,000 miles on it and it needs the interior replaced and it has transmission issues
- 4- #174 is a 1995 Chevy \(^3\)4 ton with 217,000 miles on it and it needs the engine replaced
- 5- #75 is a 1998 Chevy \(^3\)4 ton with 226,00 miles on it and it needs a paint job, front end work and the interior replaced

# Board of Supervisors COUNTY OF TEHAMA

District 1 – Bill Moule
District 2 – Candy Carlson
District 3 – Pati Nolen
District 4 – Matt Hansen
District 5 – John Leach



Gabriel Hydrick Chief Administrator

### COUNTY OF TEHAMA LEGAL NOTICE ADVERTISEMENT FOR BID

**NOTICE IS HEREBY GIVEN** that bids shall be received until 3:00 p.m., October 15, 2024, in the Administration Office, 727 Oak Street, Red Bluff, CA 96080 for the purchase of two (2) new ¾ ton 4x2 Extended Cab Long Bed Pickup Trucks, one (1) new ½ ton 4x2 Extended Cab Standard Bed Pickup Truck, one (1) new ¾ ton 4x2 Extended Cab 4-Door Long Bed Pickup Trucks with 8' Utility Bed and one (1) new ¾ ton 4x4 Extended Cab Long Bed Pickup Truck for the Public Works Department

All bids must be in the custody of the Purchasing Department at the designated time. In addition to mailed bid submittals, email submittals will be accepted at dschmidt@tehama.gov. Bids shall be submitted on the form provided ONLY.

Bid specifications are available by contacting the Purchasing Department at the above address, or by calling (530) 527-3365.

The Board of Supervisors reserves the right to waive informalities and irregularities in any bids received.

Debbie Schmidt Signer ID: HLWOTCGI12...

Debbie Schmidt - Deputy Purchasing Agent

Publish in the Daily News on October 2, 2024. Send proof of publication and statement to Tehama County Purchasing Dept., 727 Oak Street, Red Bluff, CA 96080

#### TEHAMA COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS FOR: TWO (2) 3/4 TON 4X2 EXTENDED CAB LONG BED PICKUP TRUCKS

**GENERAL SPECIFICATIONS:** This vehicle must be new. The vehicle furnished under this specification shall be the manufacturer's conventional design for the type of vehicle specified, complete with all necessary operating accessories customarily furnished, whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

**Body:** 3/4 Ton 4X2 Extended Cab Long Bed Pickup Truck

**Engine:** Gasoline, 6.0 L, Minimum

**Transmission:** 6-Speed Automatic, Minimum

**Drive Train:** Two Wheel Drive

Anti-Lock Braking System

Tire Pressure Monitoring System 9,000 lbs. GVWR, Minimum

Color: Exterior - White

#### Includes the Following:

- Vinyl Floor Covering
- A/C
- AM/FM Stereo, Fixed Mast Antenna
- Power Steering, Windows, Door Locks and Mirrors
- Vinyl Seats 40/20/40
- Tilt Wheel, Cruise Control
- Driver and Passenger Air Bags
- Day Light Running Lights
- Cargo Lamp w/High Mount Stop Light
- Full Size Spare Tire and Jack
- Tow Package w/Hitch and Wiring Plug
- Rear Step Bumper
- Tinted Windows
- Running Boards
- Electric Brake Controller
- Factory Installed Back up Camera
- Complete Set of Service Manuals

**Warranty:** Please state factory warranty provided and costs for extended warranty, if available.

ANY EXCEPTIONS TO THE ABOVE SPECIFICATIONS MUST BE EXPLAINED IN DETAIL

### TEHAMA COUNTY PUBLIC WORKS DEPARTMENT TWO (2) NEW 3/4 TON 4X2 EXTENDED CAB LONG BED PICKUP TRUCKS

#### Bids to be received on or before 3:00 P.M. on 10/15/24

TWO (2) NEW: MODEL YEAR MAKE MAKE MODEL DESIGNATION
Price Per Each  Documentation Fee  CA State Sales Tax (7.50%)  Tire Disposal Fee and Delivery Charge to:  9380 San Benito Ave., Gerber, CA  TOTAL BID FOR TWO NEW 3/4 TON 4X2 EXTENDED  CAB LONG BED PICKUP TRUCKS*  * As per specifications
BID SHALL INCLUDE THE COST OF ALL EQUIPMENT MEETING OR EXCEEDING THE REQUIRED SPECIFICATIONS.
**Any additional fees associated with this bid submittal, including State Department of General Services and/or CMAS Contract Fees assessed for contract usage, must be clearly stated and included in the total bid price. Unstated fees will become the responsibility of the bidder. No additional fees will be paid by the County.
The bid, if awarded, will be awarded on the basis of the total cost for the vehicle. The Tehama County Board of Supervisors reserves the right to reject any or all bids and the County assumes no obligation to purchase until awarded and execution of a Purchase Order has been made.
It is mandatory to attach comprehensive specification sheets to this form. Any specifications exceptions must be explained in detail and attached to this sheet. Printed literature and specification information must be submitted with the bid. Failure to include complete information will exclude your bid from an award.
PROPOSED DELIVERY DATE:
DEALER:
PREPARED BY:
ADDRESS:
TELEPHONE NOFAX NO
AUTHORIZED SIGNATURE:DATE:
PLEASE STATE WARRANTY INCLUDED:

\*You may submit bids on more than one vehicle if desired

\*Each submittal must be completed on this form \*Bids can be returned using any of the following:

Email to: dschmidt@co.tehama.ca.us

Mail to: Attn: Public Works Trucks Bid

Tehama County Purchasing

727 Oak Street Red Bluff, CA 96080

### TEHAMA COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS FOR: ONE (1) 1/2 TON 4X2 EXTENDED CAB STANDARD BED PICKUP TRUCK

**GENERAL SPECIFICATIONS:** This vehicle must be new. The vehicle furnished under this specification shall be the manufacturer's conventional design for the type of vehicle specified, complete with all necessary operating accessories customarily furnished, whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

**Body:** 1/2 Ton 4X2 Extended Cab Standard Bed Pickup Truck

**Engine:** Gasoline

**Transmission:** 6-Speed Automatic, Minimum

**Drive Train:** Two Wheel Drive

Anti-Lock Braking System

Tire Pressure Monitoring System

Color: Exterior - White

#### Includes the Following:

- Vinyl Floor Covering
- A/C
- AM/FM Stereo, Fixed Mast Antenna
- Power Steering, Windows, Door Locks and Mirrors
- Cloth Seats 40/20/40
- Tilt Wheel, Cruise Control
- Driver and Passenger Air Bags
- Day Light Running Lights
- Cargo Lamp w/High Mount Stop Light
- Full Size Spare Tire and Jack
- Tow Package w/Hitch and Wiring Plug
- Rear Step Bumper
- Tinted Windows
- Electric Brake Controller
- Factory Installed Back up Camera
- Complete Set of Service Manuals

**Warranty:** Please state factory warranty provided and costs for extended warranty, if available.

ANY EXCEPTIONS TO THE ABOVE SPECIFICATIONS MUST BE EXPLAINED IN DETAIL

### TEHAMA COUNTY PUBLIC WORKS DEPARTMENT ONE (1 ) NEW 1/2 TON 4X2 EXTENDED CAB STANDARD BED PICKUP TRUCK

#### Bids to be received on or before 3:00 P.M. on 10/15/24

ONE (1) NEW: MODEL YEAR MAKE _ MODEL DESIGNATION	
Price Per Each Documentation Fee CA State Sales Tax (7.50%) Tire Disposal Fee and Delivery Charge to: 9380 San Benito Ave., Gerber, CA TOTAL BID FOR ONE NEW 1/2 TON 4X2 EXTENDED CAB STANDARD BED PICKUP TRUCK* * As per specifications	\$ \$ \$ \$
BID SHALL INCLUDE THE COST OF ALL EQUIPMENT EXCEEDING THE REQUIRED SPECIFICATIONS.	MEETING OR
**Any additional fees associated with this bid submittal, in Services and/or CMAS Contract Fees assessed for contract included in the total bid price. Unstated fees will become to additional fees will be paid by the County.	act usage, must be clearly stated and
The bid, if awarded, will be awarded on the basis of the to County Board of Supervisors reserves the right to reject a no obligation to purchase until awarded and execution of	any or all bids and the County assumes
It is mandatory to attach comprehensive specification she exceptions must be explained in detail and attached to thi specification information must be submitted with the bid. will exclude your bid from an award.	is sheet. Printed literature and
PROPOSED DELIVERY DATE:	
DEALER:	
PREPARED BY:	
ADDRESS:	
TELEPHONE NOFAX NO.	·
AUTHORIZED SIGNATURE:	DATE:
PLEASE STATE WARRANTY INCLUDED:	

\*You may submit bids on more than one vehicle if desired \*Each submittal must be completed on this form

\*Bids can be returned using any of the following:

Email to: dschmidt@co.tehama.ca.us Mail to: Attn: Public Works Trucks Bid **Tehama County Purchasing** 727 Oak Street Red Bluff, CA 96080

# TEHAMA COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS FOR: ONE (1) 3/4 TON 4X2 EXTENDED CAB 4-DOOR LONG BED PICKUP TRUCK WITH 8' UTILITY BED

**GENERAL SPECIFICATIONS:** This vehicle must be new. The vehicle furnished under this specification shall be the manufacturer's conventional design for the type of vehicle specified, complete with all necessary operating accessories customarily furnished, whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

**Body:** 3/4 Ton 4X2 Extended Cab, 4-Door Pickup Truck with a Standard

8' Utility Bed

**Engine:** Gasoline, 6.0 L, Minimum

**Transmission:** 6-Speed Automatic, Minimum

**Drive Train:** Two Wheel Drive

Anti-Lock Braking System

Tire Pressure Monitoring System 9,000 lbs. GVWR, Minimum

Color: Exterior - White

#### Includes the Following:

- Vinyl Floor Covering
- A/C
- AM/FM Stereo, Fixed Mast Antenna
- Power Steering, Windows, Door Locks and Mirrors
- Vinyl Seats 40/20/40
- Tilt Wheel, Cruise Control
- Driver and Passenger Air Bags
- Day Light Running Lights
- Cargo Lamp w/High Mount Stop Light
- Full Size Spare Tire and Jack
- Tow Package w/Hitch and Wiring Plug
- Rear Step Bumper
- Tinted Windows
- Running Boards
- Electric Brake Controller
- Utility Box w/Minimum 6 side Doors, 2 Full Length Top Doors Capped With Aluminum and Aluminum Tailgate Cap
- Lumber Rack
- Factory Installed Back up Camera
- Complete Set of Service Manuals

**Warranty:** Please state factory warranty provided and costs for extended warranty, if available.

ANY EXCEPTIONS TO THE ABOVE SPECIFICATIONS MUST BE EXPLAINED IN DETAIL

## TEHAMA COUNTY PUBLIC WORKS DEPARTMENT ONE (1 ) NEW 3/4 TON 4X2 EXTENDED CAB 4-DOOR LONG BED PICKUP TRUCK WITH 8' UTILITY BED

#### Bids to be received on or before 3:00 P.M. on 10/15/24

ONE (1) NEW: MODEL YEAR MAKE _ MODEL DESIGNATION	
Price Per Each Documentation Fee CA State Sales Tax (7.50%) Tire Disposal Fee and Delivery Charge to: 9380 San Benito Ave., Gerber, CA TOTAL BID FOR ONE NEW 3/4 TON 4X2 EXTENDED CAB UTILITY BED PICKUP TRUCK* * As per specifications	\$\$ \$\$ \$\$
BID SHALL INCLUDE THE COST OF ALL EQUIPMENT EXCEEDING THE REQUIRED SPECIFICATIONS.	MEETING OR
**Any additional fees associated with this bid submittal, in Services and/or CMAS Contract Fees assessed for contract included in the total bid price. Unstated fees will become to additional fees will be paid by the County.	act usage, must be clearly stated and
The bid, if awarded, will be awarded on the basis of the to County Board of Supervisors reserves the right to reject a no obligation to purchase until awarded and execution of	ny or all bids and the County assumes
It is mandatory to attach comprehensive specification she exceptions must be explained in detail and attached to thi specification information must be submitted with the bid. will exclude your bid from an award.	s sheet. Printed literature and
PROPOSED DELIVERY DATE:	
DEALER:	
PREPARED BY:	
ADDRESS:	
TELEPHONE NOFAX NO.	
AUTHORIZED SIGNATURE:	DATE:
PLEASE STATE WARRANTY INCLUDED:	

\*You may submit bids on more than one vehicle if desired

\*Each submittal must be completed on this form

\*Bids can be returned using any of the following:

Email to: dschmidt@co.tehama.ca.us

Mail to: Attn: Public Works Trucks Bid

Tehama County Purchasing

727 Oak Street

Red Bluff, CA 96080

#### TEHAMA COUNTY PUBLIC WORKS DEPARTMENT SPECIFICATIONS FOR: ONE (1) 3/4 TON 4X4 EXTENDED CAB LONG BED PICKUP TRUCK

**GENERAL SPECIFICATIONS:** This vehicle must be new. The vehicle furnished under this specification shall be the manufacturer's conventional design for the type of vehicle specified, complete with all necessary operating accessories customarily furnished, whether stipulated herein or not, with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Additionally, the vehicle furnished shall comply with the most current Federal Vehicle Standards, California Air Resources Pollution Control requirements, the requirements of the California Department of Transportation and the California Vehicle Code. Awarded Bidder is required to process all DMV documentation to complete registration to the County of Tehama.

**Body:** 3/4 Ton 4X4 Extended Cab Long Bed Pickup Truck

**Engine:** Gasoline, 6.0 L, Minimum

**Transmission:** 6-Speed Automatic, Minimum

**Drive Train:** Four Wheel Drive

Anti-Lock Braking System

Tire Pressure Monitoring System 9,000 lbs. GVWR, Minimum

Color: Exterior - White

#### **Includes the Following:**

- Vinyl Floor Covering
- A/C
- AM/FM Stereo, Fixed Mast Antenna
- Power Steering, Windows, Door Locks and Mirrors
- Vinyl Seats 40/20/40
- Tilt Wheel, Cruise Control
- Driver and Passenger Air Bags
- Day Light Running Lights
- Cargo Lamp w/High Mount Stop Light
- Full Size Spare Tire and Jack
- Tow Package w/Hitch and Wiring Plug
- Rear Step Bumper
- Tinted Windows
- Running Boards
- Electric Brake Controller
- Factory Installed Back up Camera
- Complete Set of Service Manuals

**Warranty:** Please state factory warranty provided and costs for extended warranty, if available.

### TEHAMA COUNTY PUBLIC WORKS DEPARTMENT ONE (1) NEW 3/4 TON 4X4 EXTENDED CAB LONG BED PICKUP TRUCK

#### Bids to be received on or before 3:00 P.M. on 10/15/24

ONE (1) NEW: N MODEL DESIGNATI	ODEL YEAR ON	MAKE		<del>-</del>
Price Per Each Documentation Fee CA State Sales Tax Tire Disposal Fee at 9380 San Benito Av TOTAL BID FOR ON CAB LONG BED PIO * As per specification	(7.50%) nd Delivery Charg e., Gerber, CA IE NEW 3/4 TON 4 CKUP TRUCK*	\$_ je to: \$_		
BID SHALL INCLUDEXCEEDING THE R			MEETING OR	
**Any additional fees a Services and/or CMAS included in the total bid additional fees will be p	Contract Fees asse price. Unstated fees	ssed for contract usa	age, must be clearly st	ated and
The bid, if awarded, wi County Board of Super no obligation to purcha	visors reserves the r	right to reject any or	all bids and the Count	y assumes
It is mandatory to attac exceptions must be expecification information will exclude your bid from	plained in detail and n must be submitted	attached to this shee	et. Printed literature a	nd
PROPOSED DELIVE	RY DATE:			
DEALER:				
PREPARED BY:				
ADDRESS:				
TELEPHONE NO		FAX NO		
AUTHORIZED SIGN	ATURE:		DATE:	
PLEASE STATE WA	RRANTY INCLUC	)ED:		

\*You may submit bids on more than one vehicle if desired

\*Each submittal must be completed on this form \*Bids can be returned using any of the following:

Email to: dschmidt@co.tehama.ca.us

Mail to: Attn: Public Works Trucks Bid

Tehana County Purchasing

727 Oak Street Red Bluff, CA 96080



### **Tehama County**

Agenda Request Form

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

File #: 24-1607 **Agenda Date:** 10/1/2024 **Agenda #:** 15.

#### **PUBLIC WORKS - Director Jim Simon**

#### Requested Action(s)

a) ROAD AGREEMENT - Request approval and authorization for the Director to sign the First Amendment Utility Agreement No. UA 21.003 PG, with Pacific Gas & Electric (PG&E) Company (Misc. Agree #2021-274) for the Evergreen Road Bridge Replacement Project increasing the compensation amount by \$41,274.94, totaling \$75,603.06, for relocation of utilities within the project

#### Financial Impact:

The project is funded through the federal Highway Bridge Program (HBP), additional funding is being requested to cover the overrun costs. This does not impact the General Fund.

#### **Background Information:**

The Board approved the original Utility Agreement UA 21.003 PG (Misc. Agreement #2021-274) with PG&E for costs to remove and relocate one utility pole for the Evergreen Road at SF Cottonwood Creek bridge replacement project at the October 26, 2021, board meeting. The original agreement costs were based on the cost liability letter dated September 9, 2021, for \$34,328.12. This First Amendment Utility Agreement UA 21.003 PG is based on costs in PG&E's cost overrun letter dated March 18, 2024, for the amount of \$75,603.06. The difference to be paid to PG&E is \$41,274.94.

Tehama County Department of Public Works 9380 San Benito Avenue Gerber, CA 96035

County Tehama	Route County Route No. 165	P.M. N/A	Project #316581 EA:02-453964L
Fed. Aid. No. BRLOZB-5908(025)			
Owner's File: PM 35032234			
FEDERAL PARTICIPATION: On the Project: Yes/No			
On the Utilities: Yes/No			

FIRST AMENDMENT TO UTILITY AGREEMENT NO. UA-21.003 PG; LOCAL AGENCY MISC. AGREEMENT #2021-274

WHEREAS, the County of Tehama, acting by and through its Department of Public Works, hereinafter call "LOCAL AGENCY" and Pacific Gas & Electric Company, hereinafter called "OWNER," have entered into that certain Utility Agreement No. UA-21.003 PG, also known as Misc. Agreement #2021-274, dated November 19, 2021, which Agreement sets forth the terms and conditions pursuant to which OWNER has relocated overhead electric facilities according to the attached Bowman/Evergreen Road Project Map "PM35032234" consisting of two sheets dated 6/1/2021, to accommodate the LOCAL AGENCY'S bridge replacement project on Evergreen Road, Project No. 316581; and,

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred due to the fact that the job was estimated in 2021, along with increases in material costs, labor costs, including overtime, flagging, and unaccounted and unanticipated costs for engineering, environmental, and field services; and,

WHEREAS, it has been determined that, final costs have overrun the amount shown in said Agreement by 220.2% and when the increased costs exceed by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the LOCAL AGENCY; and,

WHEREAS, the estimated cost to the LOCAL AGENCY of the work to be performed under said Agreement was \$34,328.12, and by reason of the increased costs referred to above, the amended estimated cost to the LOCAL AGENCY is \$75,603.06.

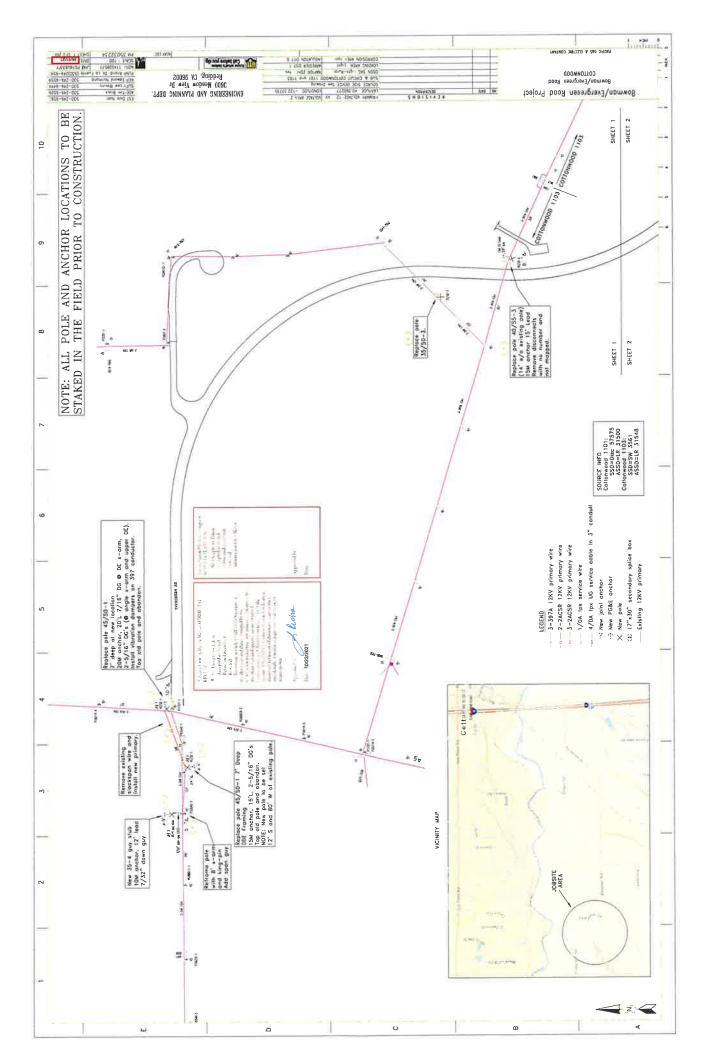
#### **NOW, THEREFORE,** it is agreed between the parties as follows:

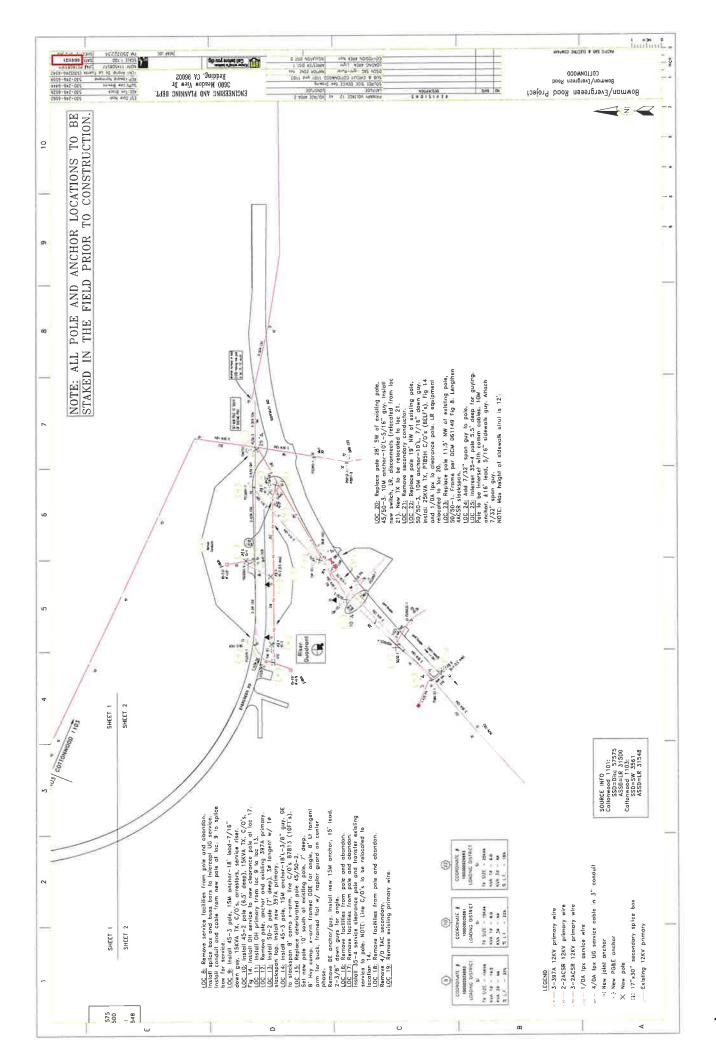
- 1. The estimated cost to the LOCAL AGENCY of \$34,328.12 as set forth in said Agreement is hereby amended to read \$75,603.06.
- 2. All other terms and conditions of said Agreement remain unchanged.

IN WITNESS WEREOF, the parties hereto have executed this First Amendment to Utility Agreement No. UA-21.003 PG, thisday of September, 2024.			
Couty of Tehama Approval Recommended	Pacific Gas & Electric Co.		
By:	By:		
Date:	Date:		
Approval: By:			
James N. Simon, P.E. Director of Public Works			
Date:			

Distribution: 1 original to Utility Owner

1 original to file





# E-Contract Review Approval as to Form

Department Name:

Tehama County Public Works-Road

Vendor Name:

PG&E

Document Description:

Payment for replacement of Utility facilities for Evergreen

APPROVED AS TO FORM:

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel



Jocker Alejandro Land Agent 850 Stillwater Road West Sacramento, CA 95605 Office: 916-936-7806 Email: jocker.alejandro@pge.com

March 18, 2024

Mary Oliver, Engineering Technician & Right of Way Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035

Attention: Ms. Mary Oliver

Engineering Technician & Right of Way

RE: PG&E Facility Relocation Cottonwood Creek Bridge in Tehama County

PG&E's Electric Distribution Job No. PM 35032234

Dear Ms. Oliver:

The attached itemized invoice covers the actual cost incurred by the electric facility relocation work required to accommodate the subject County project construction.

Utility Agreement No. UA 21-003 PG stated that the estimated cost of the electric relocation would be \$274,625 with the County's share at 12.5% or \$34,328.12. As noted on the attached invoice, the actual cost of the electric relocation is \$604,824.44 with the County's share being \$75,603.06..

Contributing factors to the overrun are:

- o Job was estimated in 2019
- Increased material costs
- Increased labor costs including overtime
- Increased flagging costs
- Unaccounted/unanticipated cost for Engineering, Environmental, and Field services

Please prepare and forward an Amendment to Utility Agreement No. UA 21-003 PG reflecting the true cost of the electric relocation for our approval and execution.

Please mail your check in the amount of \$75,603.06 to:

Internal 199

Pacific Gas and Electric Company NEBS Payment Processing PO Box 997300 Sacramento, CA 95899-7300

Please make reference to our billing document (invoice) number # 8279971 and PM 35032234 on your check and on any correspondence, you may send me.

Should you have any questions or concerns, please do not hesitate to contact me at (916) 936-7806.

Sincerely,

Jocker Alejandro

Jocker Alejandro

Attachments:

Land Agent

1.

Internal 200

#### **UTILITY AGREEMENT**

Tehama County Department of Public Works 9380 San Benito Avenue Gerber, CA 96035

County	Route	P.M.	Project #
TEHAMA	County Route No. 165	N/A	EA:02-453964L
Fed. Aid. No. BRLOZB-5908(025)			
Owner's File: PM 35032234			
FEDERAL PARTICIPATION: On the Project: Yes/No			
On the Utilities: Yes/No			

#### UTILITY AGREEMENT NO. UA 21-003 PG

The County of Tehama hereinafter called "LOCAL AGENCY" proposes to replace the South Fork Cottonwood Creek Bridge at Evergreen Road (Bridge No. 08C-0000) located north of Red Bluff, Tehama County, California, and Pacific Gas & Electric Company hereinafter called "OWNER," owns and maintains the overhead electric facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

#### I. WORK TO BE DONE:

In accordance with Notice to Owner No. PGE-01-2021 dated October 18, 2021, OWNER shall relocate electric facilities. All work shall be performed substantially in accordance with OWNER's Plan No. PM 35032234, dated September 9, 2021, consisting of 2 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 9380 San Benito Avenue, Gerber, CA 96035. Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

#### II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 12.5% LOCAL AGENCY's expense and 87.5% OWNER's expense in accordance with the following proration: The agreed upon OWNER's plan consists of eight (8) poles which are involved in the relocation work with one (1) pole on existing PG&E easement with prior rights (1pole at 100% LOCAL AGENCY Expense divided by total 8

poles = 12.5% of work at LOCAL AGENCY expense).

#### III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

#### IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the unform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC), Federal Energy Regulatory Commission (FERC) or Federal Communications Commission (FCC), whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of the progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use

Page 2 | 5

or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in the Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed record from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 102, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, the LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

#### V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of April 25, 2016 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on LOCAL AGENCY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Not withstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

<< SIGNATURES ON FOLLOWING PAGE>>

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

County of Tehama Approval Recommended

By: Jessica Pecha, P.E. Supervising Engineer

Date: 11/19/21

Approval:

James N. Simon, P.E.
Director of Public Works

Date: 11-22-21

Pacific Gas & Electric Co.

E-SIGNED by Dawn Plise on 2021-11-19 22:50:51 GMT

Dawn Plise Manager, Land Rights - North

Date: November 19, 2021

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE -File, 4) District Utility Coordinator - File

## E-Contract Review Approval as to Form

Department Name: PW- Road

Vendor Name: PG&E

Contract Description: Agreement with PG&E for Evergreen Road Bridge

Replacement Project

APPROVED AS TO FORM:

Margaret Long Date: 10/6/21

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel



Jason Thomas Land Agent 3600 Meadow View Dr. Redding, CA. 96002 Land Rights Services

Phone: 530-246-6548 email: jatx@pge.com

September 9, 2021

Mary Oliver, Right of Way Tehama County Public Works 9380 San Benito Avenue Gerber, CA 96035 COST LIABILITY LETTER FOR THE EVERGREEN RELOCATION PROJECT PM# 35032234

RE: Cost Liability Letter, PG&E's Project No. PM# 35032234

Dear Mrs. Oliver:

Attached are 3 prints of PG&E's Plan No. PM 35032234, consisting of 2 sheets, showing the proposed relocation of PG&E's electric distribution facilities to accommodate the above-referenced project.

We have reviewed the plans as to the division of costs and the relocation of one (1) pole as shown upon our plans should be at 100% Agency expense pursuant to the easements granted to Pacific Gas and Electric Company from California Lands, Inc, dated December 21, 1939 (LD# 2429-04-0100) and R.W. Adams and Nellie M. Adams dated October 25, 1939. The relocation of seven (7) electric distribution poles as shown upon our plans should be at 100% PG&E expense as they were installed pursuant to the franchise agreement.

The cost for this work should be at 12.5% Agency expense and at 87.5% PG&E expense. We arrived at this proration by the following method:

#### AGENCY'S LIABILITY AS A PERCENTAGE

1 pole at 100% Agency expense ÷ total 8 poles = 12.5% of work at Agency expense

The total estimated cost to perform this work for PM# 35032234 is currently \$360,241, less Joint Utility Credits (\$22,168), salvage and depreciation (\$42,730) and betterment (\$20,718), totaling \$274,625 of which the Agency's share of the work is 12.5% or \$34,328.12.

Please review the enclosed information and if satisfactory, please issue your Notice to Owner, Encroachment Permit, and Utility Agreement in the amount of \$34,328.12. A Joint Use Agreement will be required for this project.

Sincerely,

Fason Thomas

#### MATERIALS AND LABOR SUMMARY SHEET

PG&E Direct Cost	\$ 96,086
Overheads & Material Burden	\$252,491
Install Revolving Stock	\$ 11,664
Gross Financial Cost Subtotal	\$360,241
Joint Utility Credits	\$ -22,168
Betterment	\$ -20,718
Salvage & Depreciation	\$ -42,730
-	\$274,625
Agency's liability	x 0.125
Estimated Subtotal Cost	\$34,328.12

AGENCY'S LIABILITY \$360,241 - \$22,168 - \$20,718 - \$42,730 = \$274,625 x 0.125 = \$34,328.12

#### **UTILITY AGREEMENT**

Tehama County Department of Public Works 9380 San Benito Avenue Gerber, CA 96035

County	Route	P.M.	Project #
TEHAMA	County Route No. 165	N/A	EA:02-453964L
Fed. Aid. No. BRLOZB-5908(025)			
Owner's File: PM 35032234			
FEDERAL PARTICIPATION: On the Project: Yes/No			
On the Utilities: Yes/No			

#### UTILITY AGREEMENT NO. UA 21-003 PG

The County of Tehama hereinafter called "LOCAL AGENCY" proposes to replace the South Fork Cottonwood Creek Bridge at Evergreen Road (Bridge No. 08C-0000) located north of Red Bluff, Tehama County, California, and Pacific Gas & Electric Company hereinafter called "OWNER," owns and maintains the overhead electric facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

#### I. WORK TO BE DONE:

In accordance with Notice to Owner No. PGE-01-2021 dated October 18, 2021, OWNER shall relocate electric facilities. All work shall be performed substantially in accordance with OWNER's Plan No. PM 35032234, dated September 9, 2021, consisting of 2 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at 9380 San Benito Avenue, Gerber, CA 96035. Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

#### II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 12.5% LOCAL AGENCY's expense and 87.5% OWNER's expense in accordance with the following proration: The agreed upon OWNER's plan consists of eight (8) poles which are involved in the relocation work with one (1) pole on existing PG&E easement with prior rights (1pole at 100% LOCAL AGENCY Expense divided by total 8

poles = 12.5% of work at LOCAL AGENCY expense).

#### III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but work performed directly by Owner's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

#### IV. PAYMENT FOR WORK

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the unform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC), Federal Energy Regulatory Commission (FERC) or Federal Communications Commission (FCC), whichever is applicable.

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more than once a month, but at least quarterly, OWNER will prepare and submit itemized progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of the progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use

Page 2 | 5

or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in the Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from OWNER and approval of documentation by LOCAL AGENCY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed record from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31 by LOCAL AGENCY and/or Federal Auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 102, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse AGENCY upon receipt of AGENCY billing. If OWNER is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, the LPA will ensure that OWNER is compensated for actual cost in performing work under this agreement.

#### V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of LOCAL AGENCY's request of April 25, 2016 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LPA under the terms of this Agreement are subject to the acceptance of the Agreement by LPA Board of Directors or the Delegated Authority (as applicable), the passage of the annual Budget Act by the State Legislature, and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on LOCAL AGENCY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR).

All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will be made available to STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

LOCAL AGENCY further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by LOCAL AGENCY and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Not withstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

<< SIGNATURES ON FOLLOWING PAGE>>

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

County of Tehama Approval Recommended

Supervising Engineer

Approval:

James N. Simon, P.E. Director of Public Works

Date: 11-22-21

Pacific Gas & Electric Co.

E-SIGNED by Dawn Plise on 2021-11-19 22:50:51 GMT

Dawn Plise Manager, Land Rights - North

Date: November 19, 2021

Distribution: 1) Owner, 2) Utility Coordinator, 3) DLAE -File, 4) District Utility Coordinator - File

## E-Contract Review Approval as to Form

Department Name: PW- Road

Vendor Name: PG&E

Contract Description: Agreement with PG&E for Evergreen Road Bridge

Replacement Project

APPROVED AS TO FORM:

Margaret Long Date: 10/6/21

Office of the Tehama County Counsel Margaret E. Long, Interim County Counsel

# E-Contract Review Approval as to Form

Department Name:

Tehama County Public Works-Road

Vendor Name:

PG&E

Document Description:

Payment for replacement of Utility facilities for Evergreen

APPROVED AS TO FORM:

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel



### **Tehama County**

Agenda Request Form

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

File #: 24-1634 **Agenda Date: 10/1/2024 Agenda #:** 16.

#### **PUBLIC WORKS - Director Jim Simon**

#### Requested Action(s)

a) ROAD AGREEMENT - Request approval and authorization for the Director to sign Amendment #4 to the Agreement with GHD, Inc. (Road Agree. #2018-16 as amended by Road Agree #2021-19, Road Agree. #2023-4 and Road Agree. #2023-29) to perform revised engineering design services for the 99W-South Main Street Project due to unforeseen subsurface utility conflicts and guardrail conditions, unsuitable subsurface soil conditions, additional contractor coordination meetings, and revised construction staging, thereby increasing the contract amount by \$90,596.25 for total maximum compensation not to exceed \$1,277,957.33

#### **Financial Impact:**

The Preliminary Engineering on this project is funded 100% using a combination of State Transportation Improvement Funds and exchanged Congestion Mitigation and Air Quality into Surface Transportation Block Grant Program Funds. Funding is budgeted in Road Fund, Professional and Special Services Account, 3011-53230.

#### **Background Information:**

The Board approved the Original Agreement (Road Agreement #2018-16) with GHD, Inc. for the engineering services on the 99W-South Main Street Project at the December 4, 2018 meeting. The Board also approved Amendment No. 1 (Road Agreement #2021-9) at the May 18, 2021 meeting, Amendment No. 2 (Road Agreement #2023-4) at the February 28, 2023 meeting and Amendment No. 3 at the December 12, 2023 meeting.

## AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND GHD, INC.

The Road Agreement Number 2018-16 dated December 4, 2018 was entered into between the County of Tehama, through its Department of Public Works, ("COUNTY") and GHD, INC. ("CONSULTANT"), for the purpose of providing engineering services on the 99W-South Main Street Project and which was amended with Amendment No. 1, dated May 24, 2021 (Road Agreement Number 2021-19), Amendment No. 2, dated March 14, 2023 (Road Agreement 2023-4), and Amendment No. 3, dated December 12, 2023 (Road Agreement 2023-29) (Collectively the original agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are referred to as "AGREEMENT").

Pursuant to ARTICLE XIX CHANGE IN TERMS of the AGREEMENT said agreement is hereby amended as follows:

### ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of \$96,607.48**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- H. The total amount payable by LOCAL AGENCY is amended to provide for an increase of \$90,596.25 as shown on "Attachment V" attached hereto. In no event shall the maximum compensation including the fixed fee exceed \$1,277,957.33.

### ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect on date of signing by LOCAL AGENCY and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end December 31, 2026.

All other terms, conditions, and provisions of the AGREEMENT shall remain unchanged.

This AGREEMENT and Amendment No. 4 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 4 and the AGREEMENT, the provisions of this Amendment No. 4 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to ARTICLE XIX CHANGE IN TERMS.

**IN WITNESS WHEREOF,** COUNTY and CONSULTANT have executed this agreement on the day and year set forth below.

# Date: Date: JAMES N. SIMON DIRECTOR OF PUBLIC WORKS CONSULTANT Date: Russ Wenham PRINCIPAL IN CHARGE

**COUNTY OF TEHAMA** 

GHD INC.

### **ATTACHMENT V CONSULTANT COST PROPOSAL**

Project Budget - Amendment #4

Tehama County

Project No. 2708181 - RPSTPL 5908(100)

Date: 9/4/2024 GHD PRJ No: 2560

		GHD Inc.																	
											Α	В	С	D					
	Class	Principal	Project Manager	Senior Professional Staff	Staff	Technicians	Technical Apprentices		Purchases and Direct Costs	Total	Total Direct	Indirect Costs	Total Direct +	Fee		Sub-Con	sultants	Subtask Totals	Task Tota
ase Task Task Description	Ave. Rate	95.00	65.00	80.00	40.00	42.00	30.00	20.00							GHD TOTAL	Electric	Total		
												1.8263	C+D	0.10	C+D	TJKM	Subs		
6 Assistance During Construction																			\$89,257.3
16.1 Assistance During Construction		40	110	80	200	80				510	28,710.00	52,433.07	7 81,143.07	8,114.31	\$89,257.38			\$89,257.38	
						GHD's A	Anticipated S	Salary Inci	reases from	EX 10H	430.65	786.50	0 1,217.15	121.71	\$1,338.86				\$1,338.8
Purchases and Direct Costs  D Vehicle Mileage  E Employee Per Diem		2,500 mile 5 days @ :	s @ \$0.65/ \$136/day	mile			-	-											
Subtotal	Hours	40	110	80	200	80				510.0									
	<u>D</u> ollars	\$3,800	\$7,150	\$6,400	\$8,000	\$3,360					29,140.65	53,219.57	82,360.22	8,236.02	\$90,596.24				\$90,596.2
																		Total	\$90,596.2

- Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perfom the work.
  - 2. Vehicle mileage will be charged at the IRS rate.
  - 3. Employee per diem will be capped at the State of California's rates.
  - 4. It assumed that the above budgets will be shifted between Phases and Tasks to meet actual project needs.
  - 5. Rates will be increased annually on July 1st.

Project Budget
Tehama County
County Project No. 2708181
Date: 9/4/2024
GHD Prj No. 2560

Contract No. Consultant

GHD Inc.

**Cost Proposal** Exhibit 10-H

220

# DIRECT LABOR

Total Cost	SUBCONSULTANT COSTS  TJKM  Total Subconsultants' Costs  Total Cost	Postage and Courier Services \$ - Reproduction \$ - Lab Tests Vehicle Mileage \$ - Employee Per Diem Total Other Costs	OTHER DIRECT COSTS	Rate Total  10.00% \$ 8,236.02  Total Fee	ect Rate Rate Total ge Benefits+Overhead+G&A)	Subtotal Direct Labor Costs Anticipated Salary Increases (see attached calculation on page 2) Total Direct Labor Costs	510 @ 20.00	e Various 30.00 0 @ 30.00	80 @ 42.00	Assist Prof 30.00  Staff Various 80.00 200 @ 40.00	Various 100.00 80 @ 80.00	er Various 110.00 110 @ 65.00	40 @ 95.00
\$ 90,596.25	s' Costs	<u>«</u>	\$ 90,596.25	tal  236.02    <b>\$ 8,236.03</b>	tal ,219.57 \$ 53,219.57	or Costs \$ 28,710.00 page 2) \$430.65 or Costs \$ 29,140.65	\$ -	\$	\$ 3,360.00	\$ 8,000.00	.00 \$ 6,400.00	.00 \$ 7,150.00	.00 \$ 3,800.00

Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.

County Project No. 2708181

September 4, 2024

GHD Prj No. 2560



Calculation

**Consultant Name:** GHD Inc.

# 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

DL <u>Su</u> Cost
DL <u>Subtotal</u> per Cost Proposal
Total Hours per Cost Proposal
Avg Hourly Rate

# 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg l	าourly Rates		Proposed Escalation			
Year 1	\$56.29	+	3%	II	\$57.98	Year 2 - Avg Hrly Rate
Year 2	Year 2 \$57.98	+	3%	II	\$59.72	Year 3 - Avg Hrly Rate
Year 3	\$59.72	+	3%	II	\$61.51	Year 4 - Avg Hrly Rate
Year 4	\$61.51	+	3%	II	\$63.36	Year 5 - Avg Hrly Rate

# 3. Calculate estimated hours per year (Multiply estimate % each year by total hours) Total Hours per Cost

Total 100.0%	Year 5 0.0%	Year 4 0.0%	Year 3 0.0%	Year 2 50.0%	Year 1 50.0%	Completed Each Year	Estimated % of DL
	*	*	*	*	*		
	510	510	510	510	510	Proposal	Total Hours per Cost
Total	II	П	П	П	II		st
510	0	0	0	255	255		
hrs	Estimated Hours Year 5	Estimated Hours Year 4	Estimated Hours Year 3	Estimated Hours Year 2	Estimated Hours Year 1		

# 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours) **Avg Hourly Rate** Estimated hours

\$1,338.86 Estimated total Salary Increases	\$1,338.86	/ Increases	<b>Total Anticipated Salary Increases</b>	Total An		
	\$121.71	Fee				
	\$1,217.15	t + Indirect	Total Direct + Indirect			
	\$786.50	Indirect Costs	lnc			
	\$430.65	ate & Fees	Recalculated Escalation w/o Overhead Rate & Fees	Escalation w	ecalculated I	R
	\$28,710.00	escalation	Direct Labor Subtotal before escalation	rect Labor S	D <u>i</u>	
	\$29,140.65	Escalation	<b>Estimated Direct Labor Costs With Escalation</b>	ed Direct La	Estimato	
	\$0.00	П	0	*	\$63.36	Year 5
	\$0.00	П	0	*	\$61.51	Year 4
	\$0.00	п	0	*	\$59.72	Year 3
	\$14,785.65	п	255	*	\$57.98	Year 2
	\$14,355.00	п	255	*	\$56.29	Year 1
		ove)	(calculated above)	פ	(calculated above	(calc

Amedment 4 Budget.xlsx

# AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND GHD, INC.

The Road Agreement Number 2018-16 dated December 4, 2018 was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and GHD, INC. CONSULTANT"), for the purpose of providing engineering services on the 99W-South Main Street Project and which was amended with Amendment No. 1, dated May 24, 2021 (Road Agreement Number 2021-19), and Amendment No. 2, dated March 14, 2023 (Road Agreement 2023-4)(Collectively the original agreement, Amendment No. 1 and Amendment No. 2 are referred to as "AGREEMENT").

Pursuant to ARTICLE XIX CHANGE IN TERMS of the AGREEMENT said agreement is hereby amended as follows:

### ARTICLE I. INTRODUCTION

B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposals. The approved CONSULTANT's Cost Proposals and Scope of Work are included in Attachment I, Attachment III, Attachment IV and Attachment V (attached hereto) and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this contract, this contract shall take precedence.

### ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of \$88,371.45**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- H. The total amount payable by LOCAL AGENCY is amended to provide for an increase of \$124,285.40 as shown on "Attachment V" attached hereto. In no event shall the maximum compensation including the fixed fee exceed \$1,187,361.08.

### ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect on date of signing by LOCAL AGENCY and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end December 31, 2025.

All other terms, conditions, and provisions of the AGREEMENT shall remain unchanged.

This AGREEMENT and Amendment No. 3 (collectively referred to as the "Modified

Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 3 and the AGREEMENT, the provisions of this Amendment No. 3 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to ARTICLE XIX CHANGE IN TERMS.

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

**COUNTY OF TEHAMA DEPARTMENT OF PUBLIC WORKS** 

VIRECTOR OF PUBLIC WORKS

**CONSULTANT** 

**DOUGLAS J RIES** PRINCIPAL IN CHARGE

GHD, INC.

Date: 11/27/2023

Date: <u>/2-/2-23</u>

### 330 Hartnell Ave, Suite B Redding, CA 96001 www.ghd.com

### ATTACHMENT V



Your ref: 2708181 - RPSTPL 5908(100)

Our ref: 11184667

**16 November 2023** 

Jessica Pecha, PE Tehama County Public Works 9380 San Banito Avenue Gerber, CA 96035

RE: Agreement between the County of Tehama and GHD, Inc. for Engineering Service for 99W-South Main Street – Additional Services #3

Dear Ms. Pecha,

The following is a proposed amendment for additional services for the 99W and South Main Street Project during construction.

### Task 16 – Assistance During Construction

GHD will provide assistance to the County during the construction phase of the project to ensure the contractor understands all technical aspects of the plans and specifications. This work will include the following (as requested by the County):

- Review of technical contractor and supplier submittals
- Provide ongoing consultation and interpretation of contract documents as requested
- Attend in field meetings with County and Contractor
- Visit site to review progress, assist with issues encountered in construction, and clarify design
- Assist the County with submittal reviews, preparation of change orders, and response to requests for information related to technical design issues encountered
- Prepare design clarifications to clarify the design intent
- Prepare as-built drawings per Caltrans standards, as stated in the executed Cooperative agreement 02-0181, following construction, from markups provided by the contractor and resident engineer.

Services under this task will be authorized by the County's Project Manager and an addendum will be prepared if the required services exceed the allowance.

### Task 16 Deliverables

- Construction Support as Requested
- Prepare As-Built Drawings

GHD is also requesting permission to substitute staff. We request to substitute the previously designated Project Manager/Principal-In-Charge, Douglas Ries, with Russ Wenham as Principal-In-Charge. We would also like to further refine the team by naming Meg Sigler as the Project Manager.

The substitution of the Principal-In-Charge/Project Manager is requested because Douglas Ries has announced his retirement and is reducing his work load and hours. This substitution will allow GHD to have the same Principal-In-Charge/Project Manager throughout the construction phase of the project.

Regards,

**Meghan Sigler, PE** Project Manager

Meg S

228 343 6760

Meghan.sigler@ghd.com

Russ Wenham, PE, TE, PTOE

Principal-In-Charge

530 953 6486

Russ.wenham@ghd.com

### Project Budget - Amendment #3

### **Tehama County**

Project No. 2708181 - RPSTPL 5908(100)

11/16/2023 Date: GHD PRJ No: 2560

### ATTACHMENT V

### **CONSULTANT COST PROPOSAL**

GHD Inc.



											Α	В	С	D					
	Class	Principal	Project Manager	Senior Professional Staff	Assistant Professional Staff	Technicians	Technical Apprentices	Admin Support	Purchases and Direct Costs	Total Hours	Total Direct	Indirect Costs	Total Direct + Indirect	Fee		Sub-Cons	sultants	Subtask Totals	Task Totals
Total Books (Sec.	Ave. Rate	95.00	65.00	80.00	40.00	42.00	30.00	20.00							GHD	Florida	<b>T</b> .4.1		
ase Task Task Description												1.8263	C+D	0.10	TOTAL C+D	Electric TJKM	Total Subs		
16 Assistance During Construction																\$15,133.00	\$15,133	\$15,133.00	\$120,401.3
16.1 Assistance During Construction		60	160	80	200	80				580	33,860.00	61,838.52	95,698.52	9,569.85	\$105,268.37			\$105,268.37	
						GHD's A	nticipated S	alary Incr	eases from	<b>EX 10H</b>	507.90	927.58	1,435.48	143.55	\$1,579.03				\$1,579.03
Purchases and Direct Costs																			\$2,305.00
D Vehicle Mileage		2,500 mile	s @ \$0.65/r	nile					\$1,625.00						\$1,625.00			\$1,625.00	
E Employee Per Diem		5 days @ 9	\$136/day						\$680.00						\$680.00			\$680.00	
Subtotal	Hours	60	160	80	200	80				580.0									
	Dollars	\$5,700	\$10,400	\$6,400	\$8,000	\$3,360			\$2,305.00		34,367.90	62,766.10	97,134.00	9,713.40	\$109,152.40	\$15,133.00	\$15,133		\$124,285.
																		Total	\$124,285.4

- Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perfom the work. 2. Vehicle mileage will be charged at the IRS rate.

  - Employee per diem will be capped at the State of California's rates.
     It assumed that the above budgets will be shifted between Phases and Tasks to meet actual project needs.
  - 5. Rates will be increased annually on July 1st.

Exhibit 10-H Cost Proposal

Project Budget Tehama County

County Project No. 2708181

Date: 11/16/2023

GHD Prj No. 2560

Contract No.

Consultant GHD Inc.

ווח	RF	СТ	ΙΔ	R	<b>NR</b>
	_	$\sim$ 1	-		-

Classification	Name	Range (\$)	Hours		Initial Average Hourly Rate (\$)		Total
Principal	Various	75.00 120.00	60	@	95.00	\$	5,700.00
Proj Manager	Various	55.00 110.00	160	@	65.00	\$	10,400.00
Senior Prof Staff	Various	50.00 100.00	80	@	80.00	\$	6,400.00
Assist Prof Staff	Various	30.00 80.00	200	@	40.00	\$	8,000.00
Technicians Technical	Various	20.00 50.00 12.00	80	@	42.00	\$	3,360.00
Apprentice	Various	30.00 12.00	0	@	30.00	\$	
Admin Support	Various Subtotal Hours	50.00	<u>0</u> 580	@	20.00	\$	
	A	Anticipated Salary Increase	s (see attache	ed calcu	irect Labor Costs lation on page 2) irect Labor Costs	\$ \$	33,860.00 \$507.90 34,367.90
Indirect Rate (Fringe Benefits	s+Overhead+G&A)	Tot	Rate 182.63% al Indirect Cos	its	Total \$ 62,766.10	\$	62,766.10
FEE			Rate 10.00% Total Fee		Total \$ 9,713.40	\$	9,713.40
GHD SUBTOTA	AL DIRECT LABOR	+ INDIRECT + FEE					
						\$	106,847.40
OTHER DIREC	T COSTS						
Postage and Co Reproduction Lab Tests Vehicle Mileage Employee Per I	•	Tot	al Other Costs	ı	\$ - \$ - \$ - \$ 1,625.00 \$ 680.00	<u>\$</u>	2,305.00
SUBCONSULT	ANT COSTS						
	TJKM		Tota	al Subc	onsultants' Costs	<b>\$</b>	15,133.00 15,133.00
Total Cost							
Total Cost						\$	124,285.40

Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.

Project Budget Tehama County

County Project No. 2708181

Date: November 16, 2023

GHD Prj No. 2560

Exhibit 10-H
Salary Increases
Calculation

Consultant Name: GHD Inc.

### 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	DL <u>Subtotal</u> per		Total Hours per Cost			
	Cost Proposal		Proposal		Avg Hourly Rate	
\$	33,860.00	/	580	=	\$58.38	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg	hourly Rates		Proposed Escalation			
Year 1	\$58.38	+	3%	=	\$60.13	Year 2 - Avg Hrly Rate
Year 2	\$60.13	+	3%	=	\$61.93	Year 3 - Avg Hrly Rate
Year 3	\$61.93	+	3%	=	\$63.79	Year 4 - Avg Hrly Rate
Year 4	\$63.79	+	3%	=	\$65.71	Year 5 - Avg Hrly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estim	ated % of DL		Total Hours per Cost			
Comple	ted Each Year		Proposal			
Year 1	50.0%	*	580	=	290	Estimated Hours Year 1
Year 2	50.0%	*	580	=	290	Estimated Hours Year 2
Year 3	0.0%	*	580	=	0	Estimated Hours Year 3
Year 4	0.0%	*	580	=	0	Estimated Hours Year 4
Year 5	0.0%	*	580	= _	0	Estimated Hours Year 5
Tota	l 100.0%		Т	otal	580	hrs

### 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg	Hourly Rate	-	Estimated hours	5		
(calcu	ılated above)	(c	alculated above	e)		
Year 1	\$58.38	*	290	=	\$16,930.00	
Year 2	\$60.13	*	290	=	\$17,437.90	
Year 3	\$61.93	*	0	=	\$0.00	
Year 4	\$63.79	*	0	=	\$0.00	
Year 5	\$65.71	*	0	= _	\$0.00	_
	Estimated	Direct Labo	r Costs With Esc	calation	\$34,367.90	
	Direc	t Labor Sub	total before esc	calation	\$33,860.00	
Re	calculated Esc	alation w/o	Overhead Rate	& Fees	\$507.90	
			Indire	ct Costs	\$927.58	
			Total Direct + I	Indirect	\$1,435.48	
				Fee	\$143.55	
		Total Antici	pated Salary In	creases	\$1,579.03	Estimated total Salary Increases



November 3, 2023

Meghan Sigler, PE GHD 330 Hartnell Avenue, Suite B Redding, CA 96002 Meghan.Sigler@ghd.com

### **Subject:**

Amendment 1 – Request for Construction Support on the Tehama County 99W and South Main Street Reconstruction Project, Tehama County, CA

This amendment request is in regards to providing Tehama County and GHD with Construction Support Services for the above referenced project that has completed design. TJKM will provide construction support services and anticipates the following but not limited to tasks:

- Respond to Contractor RFI
- Attend three (3) site meetings for any questions that may come up during construction
- Review shop drawings for the electrical design elements
- Assist GHD in preparing bid addenda documents, if required
- Review and provide recommendations regarding any change order proposals by Contractor
- Prepare final set of record drawings based on Contractor mark-ups

To accomplish the work noted above TJKM is requesting to add \$15,133 to the current Contract with GHD and Tehama County. This will update the existing contract total for TJKM from \$71,322 to \$86,455. TJKM will continue to bill GHD and Tehama County for rates noted in the cost file attached after this proposal for a not to exceed fee of \$86,455. If any further services are required not explicitly mentioned above another amendment will be required. Please feel free to contact Rutvij Patel at 408-507-6827 or by email at <a href="mailto:RPatel@tjkm.com">RPatel@tjkm.com</a> for any comments and clarification. We look forward to continue working with you.

Sincerely,

Rutvij Patel,

Senior Project Manager

### EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark	-ups are Not Allowed	X Prime Consultant			2nd Tier Subconsultant	
	CML 5008(148)		Contract No.		Date <u>3/16</u>	/2022
DIRECT L	AROR					
	sification/Title	Name		hours	Actual Hourly Rate	Total
	cipal-In-Charge	Nayan Amin, T	E*	2		\$220.00
	QA/QC	Ruta Jariwala, PE,		4	\$110.00	\$440.00
Pro	ject Manager	Rutvij Patel, Eľ	T*	40	\$79.33	\$3,173.20
Pro	ject Engineer	Manuel Monter	ro	40	\$50.23	\$2,009.20
				0	\$0.00	\$0.00
LABOR CO						
*	Direct Labor Costs				\$5,842.40	
b) Anticipa	ted Salary Increases (se				\$0.00	
			c) TOTAL DI	RECT LABO	R COSTS [(a) + (b)]	\$5,842.40
INDIRECT						
d) Fringe B		45.11%		Fringe Benefits		
f) Overhead		90.36%	٠,	erhead [(c)x(f)]	·	
h) General	and Administrative	(Rate: )	i) Gen & Ad	lmin [(c) x (h)]	\$ -	
					5 . 5	
					Costs $[(e) + (g) + (i)]$	\$7,914.70
FIXED FE	E k) TOTAI	L <b>FIXED PROFIT</b> [(c) + (	j)] x fixed fee	10%		\$1,375.71
		RECT COSTS (ODC) - I		_		
Description			Quantity	Unit(s)	Unit Cost	Total
Mileage Co					0.566	\$0.00
	Rental and Supplies - I	Oata Collection				\$0.00
Permit Fees						\$0.00
Plan Sheets					\$18.00	\$0.00
Test						\$0.00
			1) <b>T</b>	OTAL OTHE	CR DIRECT COSTS	\$0.00
) CEUD CO	NAME OF A DESCRIPTION OF A SECOND	30 (4.11. 111.1	••			
		S (Add additional pages i	if necessary)			¢0.00
Subconsulta						\$0.00
Subconsulta						\$0.00 \$0.00
Subconsulta Subconsulta						\$0.00
Subconsulta	IIII 4.			SURCONSU	LTANTS' COSTS:	\$0.00
	1	n) TOTAL OTHER DIRE				\$0.00
	·	i) TOTAL OTHER DIKI			[(c) + (j) + (k) + (p)]	\$15,133
			-	21.12.0001	(-) · () · (A) · (P)	Ψ10,133
NOTES:						
1	Key personnel must be marke	d with an asterisk (*) and employees th	hat are subject to prev	ailing wage requirem	ents must be marked with two asterisk	rs (**).
	All costs must comply with th	e Federal cost principals. Subconsultar	nts will provide their o	own cost proposals.		
2	The cost proposal format shall	not be amended. Indirect cost rates sh	all be updated on an a	nnual basis in accord	ance with the consultant's annual acco	ounting
	period and established by a co	gnizant agency or accepted by Caltran	s.			
3	Anticipated calary increases of	alculation (nage 2) must accompany				

### EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

### 1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour

Direct Labor Subtotal	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$5,842.40	86	=	\$67.93	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$67.93	+	0%	=	\$67.93	Year 2 Avg Hourly Rate
Year 2	\$67.93	+	0%	=	\$67.93	Year 3 Avg Hourly Rate
Year 3	\$67.93	+	0%	=	\$67.93	Year 4 Avg Hourly Rate
Year 4	\$67.93	+	0%	=	\$67.93	Year 5 Avg Hourly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated %		Total Hours		<b>Total Hours</b>	
	Completed Each Year		per Cost Proposal		per Year	
Year 1	100.00%	*	86.0	=	86.0	Estimated Hours Year 1
Year 2	0.00%	*	86.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	86.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	86.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	86.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	86.0	

### 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$67.93	*	86	=	\$5,842.40	Estimated Hours Year 1
Year 2	\$67.93	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$67.93	*	0	=	\$0.00	Estimated Hours Year 3
	Total Dire	ect Labor Cost v	vith Escalation	=	\$5,842.40	
	Direct La	bor Subtotal bef	Fore Escalation	=	\$5,842.40	
	Estimated total o	f Direct Labor S	Salary Increase	=	\$0.00	Transfer to Page 1

### NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
  - (i.e.  $$250,000 \times 2\% \times 5 \text{ yrs} = $25,000 \text{ is not an acceptable methodology})$
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be approved.

### **Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principals (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 Letting of Contract
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principals and Procedures
- 5. 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and

Design Related Services

### ATTACHMENT V

6. 48 Code of Federal Regulations Part 9904 - Cost Accouting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### **Prime Consultant or Subconsultant Certifying:**

Name:	Nayan Amin	Title:	President	
Signature:	N Popular	Date of Certification (mm/dd/yyyy):	11/3/2023	
Email:	namin@tjkm.com	Phone Number:	925.463.0611	
Address:		4305 Hacienda Drive, Suite 550 Pleasanton, CA 94	1588	

List of services the consultant is providing under the proposed contract:

Traffic Engineering

<sup>\*</sup>An individual executive or financial officer of the consultant's or subconsultant's organization at a levelno lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

## E-Contract Review Approval as to Form

Department Name:

Tehama County Public Works-Road

Vendor Name:

GHD, Inc.

Document Description:

3rd Amendment to the Engineering Design Services Agreement

Date: 12/24/23

APPROVED AS TO FORM:

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

# AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND GHD, INC.

The Road Agreement Number 2018-16 dated December 4, 2018 was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and GHD, INC. ("CONSULTANT"), for the purpose of providing engineering services on the 99W-South Main Street Project and which was amended with Amendment No. 1, dated May 24, 2021 (Road Agreement Number 2021-19) (Collectively the original agreement and Amendment no. 1 are referred to as "AGREEMENT").

Pursuant to ARTICLE XIX CHANGE IN TERMS of the AGREEMENT said agreement is hereby amended as follows:

### ARTICLE I. INTRODUCTION

B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposals. The approved CONSULTANT's Cost Proposals and Scope of Work are attached hereto (Attachment I, Attachment III and Attachment IV) and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this contract, this contract shall take precedence.

### ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of \$78,658.05**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$1,063,075.68.

All other terms, conditions, and provisions of the AGREEMENT shall remain unchanged.

This AGREEMENT and Amendment No. 2 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 2 and the AGREEMENT, the provisions of this Amendment No. 2 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to ARTICLE XIX CHANGE IN TERMS.

**IN WITNESS WHEREOF,** COUNTY and CONSULTANT have executed this agreement on the day and year set forth below.

### COUNTY OF TEHAMA DEPARTMENT OF PUBLIC WORKS

JAMÉS N. SIMON

DIRECTOR OF PUBLIC WORKS

Date: 3-14-23

**CONSULTANT** 

DOUG RIES PRINCIPAL

GHD, INC.

Date

### **Project Understanding**

### Goals:

The County desires to:

- 1. Rehabilitate the pavement on 99W, from Gyle Road to the I-5 overcrossing.
- 2. Improve capacity and safety within the city limits.
- 3. Improve the freeway ramp intersection to result in improved safety and to meet future traffic growth.
- 4. Minimize environmental impacts.
- 5. Meet the overall schedule and budget.

### Scope:

- 1. Determine the most cost effective rehabilitation strategies and limits to stay within budget.
  - a. Consider cold-in-place recycling and hot-mix overlays.
  - b. No widening in the unincorporated County.
  - c. Reconstruct and/or overlay existing driveways.
- 2. Widen the roadway, to provide a 5-lane section with bike lanes, from the Red Bluff city limits to the new modern roundabout at the freeway ramps.
  - a. Widen along the easterly side to accommodate the additional lanes.
  - b. Reconstruct the traffic signal at the Sister Mary Columbia Drive intersection.
  - c. Consider restricting turns at Sutter Street.
- 3. Provide a modern roundabout that meets the future traffic demands.
  - a. Provide quality bicycle and pedestrian facilities.
  - b. Reconstruct landscaping.
  - c. Modify the freeway maintenance agreement.
  - d. Provide Caltrans standard lighting.
  - e. Provide stub-outs for future Caltrans ITS.
  - f. Accommodate future traffic growth.
  - g. Accommodate current and future truck traffic.
  - h. Provide a gateway to the City and County areas.

### Funding:

The project is currently programmed with a combination of Federal STIP, Federal Demonstration High Priority Project and Federal CMAQ funds. The current funding includes \$230K for E&P, \$185K for PS&E and \$8,799K for CON (and CE). This amount of money presents a unique opportunity for the County, City of Red Bluff, and Caltrans to realize major enhancements to their facilities. The County will secure additional funding for E&P and PS&E.

### Schedule:

The schedule in large part will be driven by Caltrans NEPA and resource agency permitting. Considering the magnitude of work, a reasonable goal is to have Project construction completed in summer/fall 2021.

### **Caltrans Coordination:**

The Caltrans coordination fits into two distinct areas – (1) Local Assistance and (2) Encroachment Permits. The local assistance coordination will be for Request for Authorizations, invoicing by the County, NEPA approval and CEQA oversight and right of way certification. The encroachment permits coordination will be for traffic operations, maintenance agreement, landscaping, electrical, roundabout, signing, striping, drainage, NPDES, etc. The scope assumes that Caltrans will process the project as an encroachment permit since the project is between \$1M and \$3M in the state's right of way.

### City of Red Bluff Coordination:

A significant portion of the work, from Grasshopper Creek to the I-5 overcrossing, is within the city limits

GHD Scope of Work | Revised February 13,2018 | P8092SCP002 | Page 1

and subject to City reviews/approvals. Coordination with the City will be required at each step in the project delivery.

### **Adjacent Land Owner Coordination:**

Every driveway along the eleven mile project may be modified - even if only slightly. The owners of the driveways will be contacted in writing and granted the opportunity for explanations and/or field meetings. The majority of the driveway impacts will be negligible, but there will likely be some amount that are subject to significant changes.

Modifications to access at Sutter Street are contemplated. Any changes will require focused outreach and add to the complexities of the environmental approvals.

### **Public Presentations:**

Public presentations are planned for the Board of Supervisors, City Council, and County Transportation Commission. The presentations will occur upon completion of the preliminary design and PEER.

### **Resource Agency Permits:**

If required, the County will be the lead for obtaining resource agency permits with support from GHD.

### Right of Way:

The current plan is to construct the project without right of way acquisition. If the design necessitates, right of way acquisition, then an agreement amendment will be required.

### Construction:

The County will advertise, award and administer the construction phase. Encroachment permits are required from the City and Caltrans prior to advertisement.

### Scope of Work

### Task 1 - Project Management, Coordination and Documentation (Both P&E and PS&E Phases)

The following Scope of Work outlines tasks necessary to provide Professional Services for the 99W and South Main Street Reconstruction Project. Our Scope of Services has been developed based upon the Request for Proposal (RFP), visits to the project site, our expertise in roundabout design, and our experience on similar projects.

### Task 1.1 Project Management

GHD will serve as overall Project Manager during the entire duration of the project for the preliminary engineering/environmental phase, preparation of the Plans, Specifications, and Estimates (PS&E) and construction support for the Project. The general project management responsibilities include:

- Develop Project Team and direct the team's activities
- Prepare the Project Scope and ensure adherence to its requirements
- Prepare and keep master Project Schedule, updating as necessary
- Coordinate project status meetings
- Manage subconsultants
- Manage budget
- Implement Quality Assurance and Quality Control Measures
- Make presentations
- Prepare invoices and progress reports



### Task 1.2 Coordination

### Task 1.2.1 Progress Meetings

GHD will provide meeting coordination. At the outset of this project, an initiation meeting will be scheduled to establish the project team; review the scope of work and the project schedule; and establish lines of communications. GHD has budgeted for eight meetings at County Offices (appropriate subconsultants in attendance at up to four meetings - and where possible by teleconference to save cost) and eight meetings in Caltrans District 2 offices in Redding. In addition to the face-to-face meetings, teleconferences, and net-meetings will be conducted, as necessary. GHD will prepare agendas and meeting minutes highlighting decisions made and action items.

### Task 1.2.2 Public Meetings

GHD will attend and assist staff with presentations at the TCTC, Tehama County Board of Supervisors and the Red Bluff City Council. For budgeting purposes, a total of three public meetings are planned with only the GHD project manager in attendance/presenting. The budget also includes preparation of a 15-20 page PowerPoint presentation for these public meetings.

### Task 2 - Surveying, Potholing, Base Mapping, and Right of Way Engineering (Not in Scope)

The scope assumes that the County will provide these work products.

### Task 3 - Pavement Design Investigation/Report (E&P Phase)

GHD will prepare pavement design investigations and document rehabilitation and new structural section recommendations in a Technical Memorandum. The purpose of the investigation is to determine the R-value that will be used for design in the south Red Bluff area and to generate a rehabilitation recommendation based on the County-provided Pavement Engineering Inc. studies. In addition, soil samples will be tested for corrosively for the purposes of drainage system design. It is assumed that a Life Cycle Cost Analysis will not be required. GHD will provide the following scope of services:

### Task 3.1 Site Investigations

- Review available design plans and conceptual layouts to select exploration locations.
- Perform a site reconnaissance to review project limits, determine equipment access, and mark out exploratory boring locations for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- Collect up to four near-surface samples that will be used for corrosively and R-Value tests.
- Log the soils encountered in the borings.
- Perform laboratory tests on selected samples to evaluate corrosively and R-Value.

Note: Since only light grading is anticipated in the south Red Bluff area, it is assumed that a more extensive geotechnical investigation will not be required.

### Task 3.2 Pavement Design Report

GHD will prepare a pavement design memorandum in conformance with the latest Caltrans' guidelines. The report will include (but not be limited to) the following:

- Scope of work summary, project description, and field exploration program summary
- Site Plan showing locations of exploratory samples
- Site geology and subsurface conditions
- Summary of Pavement Engineering Inc.'s previous work
- Soil corrosion screening evaluation
- Pavement structural section recommendations (R value analysis)
- Construction considerations

The Pavement Design Report(s) will address the entire project limits, from Gyle Road to Interstate 5.

GHD will submit a Draft Memorandum for the County and Caltrans review followed by two wet-signed and stamped originals and one electronic copy (PDF format) of the Final Memorandum.

### Task 4 - Plans, Specifications and Engineer's Estimate

### Task 4.1 - Preliminary Engineering (30% Design) (E&P Phase)

GHD assumes that there will be no significant modifications to the design developed as part of the ICE process (per Task 4.1.5) required by Caltrans. GHD will submit up to 12 half-sized (11"x17") plans and landscape concepts (for review by the County, City, and Caltrans), 12 hard copies of the estimate, and electronic copies of each submittal. If requested, up to 3 full-size plan sets will be provided.

### Task 4.1.1 30% Plans and Estimate

GHD will modify the roundabout concept prepared for the proposal to the 30% design level and incorporate any revisions resulting from discussions with County Staff at the Kick-Off Meeting. GHD will revise the draft concept and prepare a preliminary Estimate in support of the Permit Engineering Evaluation Report (PEER) discussed in Task 9. The following plan sheets are anticipated:

Code	Type of Sheet	Number Required
	Title	1
Χ	Typical Cross Section	5
K	Key Map and Line Index	1
CSS	Construction Staking Survey Control Sheet	1
D	Demolition Plans	2
L	Layouts	8
PS	Profile and Superelevation Diagrams	5
С	Construction Details	4
WPC	Temporary Water Pollution Control De-	1
	tails & Quantities	
G	Contour Grading	2
D	Drainage Plans	4
DP	Drainage Profiles	3
DD	Drainage Details	2
U	Utility Plans and Details	6
CS	Construction Area Signs	1
MI	Motorist Information Plans	4
SC	Stage Construction/Traffic Handling Plans & Quantities	12
DE	Detour Plans	4
PD	Pavement Delineation Plans	7
S	Sign Plans	7
SD	Sign Details and Quantities	6
1	Irrigation Notes, Plans and Details	4
Р	Planting Plans and Details	4
EC	Erosion Control Plans & Details	3
E	Electrical Notes	1
Ε	Lighting Plans	5
Ε	City Traffic Signal	2
	Total	105

### Task 4.1.2 Draft Reports/Memorandums

GHD will prepare one Draft and one Final version of the following reports and memorandums, assuming minor comments, for submittal to the County, City, and Caltrans for review:

- Preliminary Drainage Report (See Task 7)
- Preliminary Storm Water Data Report (See Task 7)
- Draft Construction Schedule
- ♦ Documentation of Operational Analysis and Horizontal Review Findings

### Task 4.1.3 Landscape Concept Exhibits

GHD will prepare up to two landscape concepts utilizing drought tolerant planting while providing an envelope showing the area in which public art can be accommodated, should that be something the County wishes to pursue in the future. GHD will also identity potential changes to the existing freeway maintenance agreement between the City and Caltrans, based on landscape features chosen and the changed geometry within the roundabout. The landscape design will assume that existing irrigation connections are available and that no trunk lines will be necessary.

### Task 4.1.4 Traffic Analysis

GHD will prepare traffic forecasts and operations analysis for the Project. The scope assumes that only the 99W/I-5 ramps intersection will be analyzed since all other proposed improvements either improve or have no impact on traffic operations.

The forecasts will assume 2021 for construction completion and 2041 as the design year. Forecasts will be derived by a combination of projecting historical traffic growth and the addition of specific developments that will be agreed upon by the County, City, and Caltrans. GHD will prepare a draft forecasts methodology memorandum that will be submitted for review by the agencies. Upon receipt of comments from the agencies, the final forecasts methodology memorandum will be prepared and submitted. Based upon the final forecasts methodology memorandum, forecasts will be prepared in draft, for agency review, and then finalized by GHD.

GHD will first prepare a Draft Traffic Operations Report (TOR) utilizing the information described above to document the existing and future traffic conditions and recommended roundabout and roadway geometry for the Project improvements to provide efficient traffic operations. Preliminary layouts showing both the recommended roundabout layout and approach roadway geometrics will be prepared and provided within the draft TOR. The Draft TOR will also include all supporting capacity calculations. Upon review of the Draft TOR by the County, City, and Caltrans and resolution of all comments, GHD will then prepare an Final TOR for approval.

### Task 4.1.5 Intersection Control Evaluation (ICE)

GHD will use the information described above to prepare an ICE in accordance with Caltrans policies. The ICE will compare a traditional traffic signal vs. a modern roundabout at the 99W/I-5 freeway ramps intersection. The ICE will be prepared in draft and submitted to the County and Caltrans for review. Upon receipt of agency comments, GHD will prepare the Final ICE.

### Task 4.2 through 4.4 Final Design (PS&E Phase)

GHD will submit up to 12 half-sized (11"x17") plans (for review by the County, City and Caltrans), 12 hard copies of the special provisions and estimate, and electronic copies of each submittal. If requested, up to 3 full-size plan sets will be provided. GHD will act as the County's agent and provide the Caltrans encroachment permit application.

### Task 4.2 60% PS&E

GHD will incorporate all revisions based on review comments of the 30% Design, prepare the 60% PS&E,

and revise the draft reports and memos accordingly.

GHD will provide a formal comment resolution table identifying all design review comments received on the 30% submittal.

GHD will prepare landscape architecture construction documents based on the selected landscape concept, planting and irrigation (as required) only. Artistic monuments, sculptures, and/or public art can be incorporated into the design upon approval of an agreement addendum.

### Task 4.3 95% PS&E

The plans prepared as part of the 60% design will be supplemented with additional details and information to respond to comments received. Supplemental reports and other supporting calculations will be updated and resubmitted as part of the 95% PS&E submittal package.

GHD will provide a formal comment resolution table identifying all design review comments received on the design plans and submitted reports. The cost estimate and bid schedules will be revised to incorporate any changes from the 60% submittal.

GHD will revise the special provisions and bid documents per County standards. It is assumed the County will provide any front-end contract boilerplate language for use by GHD.

### Task 4.4 Final PS&E/Bid Document Preparation

GHD will update the 95% PS&E based on the agreement and resolution of comments for final submittal of stamped plans and specifications to the County. This submittal will represent the final contract documents that will be issued by the County for bidding, award, and construction. Included the submittal will be full-size mylars, AutoCAD files, and reproducible documents needed for bidding. The pending 2018 Caltrans standard plans and specifications will be used.

### Task 5 - Utility Coordination & Relocations (Both P&E and PS&E Phases)

### **Task 5.1 Utility Coordination**

GHD will coordinate with the utility purveyors to identify any future plans coordinated with this project and any relocations that are necessary.

### **Task 5.2 Utility Conflict Maps**

GHD will prepare utility conflict maps based on the proposed improvements as part of the 30% plans. These plans will be used to identify potholing requirements and/or confirm conflicts and obtain any comments the utility purveyors may have. One Conflict Map will be prepared for each utility involvement and potholing information will be displayed as part of the 30% plans as well. Potholing services, if required, will be provided by the County.

### Task 5.3 Utility Policy Certification and Utility Matrix

GHD will prepare a draft and a final Utility Policy Certification and Utility Matrix in conformance with the latest Caltrans' guidelines.

### Task 5.4 Preliminary Utility Relocation Plan Coordination and Relocation Letter

This task addresses coordination of the preliminary utility relocation plans with the plans for the project. The affected utility company will complete their relocation plans with input from GHD. For instance, utility sleeves for potential future projects, clearances, and cost and schedules to relocate are typical items addressed under this task. Utility relocations are assumed to be completed prior to construction of the project, or by the utility purveyors' own forces. If it is necessary to perform some of the utility relocations simultaneously with the project construction, coordination of the phasing of utility relocations will be addressed in the special provisions and on the stage construction plans.

GHD will also prepare a relocation letter to be signed and sent by County staff to each utility purveyor addressing the needed relocations, anticipated construction schedule, and liability.

### Task 5.5 Utility Agreement Support and Notice to Owner Letters

GHD will prepare any required utility agreements for the relocation of utilities. GHD will prepare the Notice to Owner letters and provide a copy to the County for signature and subsequent delivery to the utility companies.

### Task 6 - Environmental Services (E&P Phase)

As part of the GHD Team, our subconsultant ENPLAN will provide environmental services related to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. The team will work closely with County staff and Caltrans staff to provide the necessary technical studies and environmental documents. As further described below, we assume that NEPA compliance will consist of a Categorical Exclusion with supporting technical studies. CEQA compliance will consist of a Mitigated Negative Declaration, relying upon the NEPA technical studies.

The following provides an overview of the scope of work required to prepare the CEQA/NEPA documentation:

### Task 6.1 Project Description

ENPLAN will work with the County to finalize the Project Description/Purpose and Need Statement. The project description will describe the operational characteristics of the project. Construction methods, including any staging areas and detours, will be discussed. The Purpose and Need Statement will describe the main transportation problem or problems that point to the need for the project and describe how the project will solve the identified problem or need. The Project Description will include maps of the project location and project footprint, including existing and required right of way.

### Task 6.2 Preliminary Environmental Study (PES) and Field Review

ENPLAN will prepare the PES form on behalf of the County. The PES is used by Caltrans to identify the scope of the environmental analysis (the issues, technical studies required, and the type of environmental document needed for NEPA and CEQA compliance). Using the project description (per the previous task), available information sources, and a field visit, ENPLAN staff will prepare the PES for submission to District 2 staff. ENPLAN will also prepare the Field Review Form to be submitted with the PES, requesting a field review to finalize the PES with District 2 staff. ENPLAN staff will also attend a kick-off meeting with County and Caltrans staff to determine the specific technical studies needed for the environmental document. The scope assumes that the project:

- Could affect water resources
- Is located within a 100-year floodplain
- Could affect special-status species or their habitats
- Could affect nesting migratory birds
- Could affect access to properties or roadways
- Could affect wetlands
- Could introduce or increase the spread of noxious weeds
- Could impact cultural resources
- Could require the acquisition of additional right of way
- Could require permits

### Task 6.3 Technical Studies

Based on the project information included in the RFP, and the Caltrans Local Assistance Procedures Manual, the scope assumes the following technical studies will be required. The type and scope of the technical studies will be confirmed by Caltrans as part of the PES process. Therefore, this scope of work may

be revised following the Field Review and PES approval to reflect the final requirements. All technical studies will be prepared according to the requirements of the Standard Environmental Reference (SER). In addition to the studies listed below, ENPLAN will rely upon the project TOR prepared by GHD.

Air Quality Technical Memorandum.

- The proposed project is not located in a nonattainment or maintenance area for any National Ambient Air Quality Standards (NAAQSs). The only federal nonattainment area in Tehama County is the immediate Tuscan Buttes area at or above 1,800 feet in elevation; this area is nonattainment for 2008 8-hour ozone NAAQS; therefore, air quality conformity requirements do not apply to the proposed project. ENPLAN will prepare the Transportation Air Quality Conformity Findings Checklist in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 11. It is ENPLAN's understanding that the County will be responsible for modeling and documenting air quality impacts for the CEQA analysis.
- Cultural Resources: ASR/HRER/HPSR. The scope of cultural resources assessment is determined by the District's Professionally Qualified Staff (PQS) as part of the PES process. ENPLAN will prepare the Area of Potential Effects (APE) map as part of the consultation process. Based on the nature and location of the project, ENPLAN will assume that no historic structures or other cultural resources would be affected by the project. ENPLAN will conduct a record search and site visit, and document the analysis in and a Historic Property Survey Report (HPSR)/Historical Resources Evaluation Report (HRER)/Archaeological Survey Report (ASR). ENPLAN will contact the Native American Heritage Commission for information relating to any previously recorded sacred sites and to receive a listing of local Native Americans who may wish to express their concerns regarding the project. In accordance with recent Caltrans practice, ENPLAN will draft the letters to Native Americans for Caltrans to sign and send; ENPLAN will then provide follow-up contact with the Native Americans as needed. It is our understanding that the County will be responsible for AB 52 (2014) Tribal Cultural Resources Consultation in accordance with Public Resources Code (PRC) §21084.2, if required. ENPLAN further assumes that neither Section 106 Consultation with the State Historic Preservation Office (SHPO) nor a Section 4(f) determination will be necessary.
- Community Impact Assessment. The adjacent land uses are primarily commercial, with some residential uses in the near vicinity. Right of way acquisition would be limited to commercial parcels, and would not require removal of any structures. If the County proposes to close Sutter Street, ENPLAN will prepare a Community Impact Assessment. This work includes interviews with local business owners, and a brief overview of community issues and attitudes. The assessment will discuss land use and growth effects, social effects, effects on public services, economic effects, pedestrian and bicycle safety, and construction impacts; along with any mitigation strategies.
- Wetland Delineation. ENPLAN will identify the boundaries of all wetlands, other waters, and streamside riparian habitat, in the project limits. This work includes pre-field research, field evaluations, acreage calculations and preparation of a technical report meeting the requirements of the USACE.
- Biological Surveys. ENPLAN will survey for special-status plants, animals, and fish in accordance with USFWS, NMFS and CDFW requirements. This work includes pre-field research, botanical field survey and wildlife field survey.
- Biological Assessment. ENPLAN will prepare a biological assessment to document the results of field surveys and record searches.
- Natural Environment Study, Minimal Impact (NES-MI). ENPLAN will assess potential impacts to

biological resources by preparing an NES-MI.

- Farmland. The scope assumes that the project will not affect farmland and that this assertion will be documented in the PES.
- Floodplain Assessment. It is anticipated that some of the proposed roadway improvements will be located within a 100-year flood hazard zone. The scope assumes that the encroachments into the floodplain will be insignificant and GHD will prepare a Summary Floodplain Encroachment Report.
- Noise Technical Memorandum. A memorandum addressing construction noise will be prepared by ENPLAN, due to the motel uses in the project vicinity. The project would not move vehicle traffic substantially closer to sensitive receptors, so a Noise Study Report is not included in the scope.
- Visual Resources Technical Memorandum. The proposed project would change the horizontal
  alignment of the intersections, and introduce new elements (roundabout, landscaping). As these
  changes would not affect a scenic view, and would likely include beneficial effects (including removal of inconsistent signage), a brief memorandum is the anticipated level of study. GHD will
  prepare a Technical Memorandum, reviewed by a licensed landscape architect.
- Water Quality. GHD will prepare a memorandum based, in part, on information provided as part
  of the Storm Water Data Report (SWDR) to document potential water quality and hydrology impacts associated with the proposed project. The memo will describe any surface waters or floodplains within the project area, potential impacts associated with the project, and project design
  features and/or mitigation measures to address any potential impacts.
- Initial Site Assessment. ENPLAN will prepare the ISA per Caltrans guidance documents, which reference the American Society for Testing and Materials (ASTM). Caltrans documents refer to the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation E 1527 05. However, ASTM has updated this document and is now referenced as ASTM E 1527- 13. Other guidance documents to be used will include the United States Environmental Protection Agency's (USEPA's) All Appropriate Inquiries (AAI) rule. The surveys will include a site history assessment, regulatory research, and a visual site inspection. As part of surveys preparation, copies of pertinent documents will be requested from the City and County.

### Task 6.4 Environmental Document

ENPLAN will assume that an Initial Study, along with the technical reports listed above, will be prepared, leading to a Mitigated Negative Declaration under CEQA, and a NEPA Categorical Exclusion (CE) under 23 CFR 771.117. If Caltrans (as the delegated NEPA lead agency, determines the project cannot be categorically excluded, an initial study/environmental assessment (IS/EA) would be required (and a revised scope of work would be prepared). ENPLAN assumes that all administrative copies will be submitted electronically for County review. The preparation of the IS and MND is described below.

- Draft IS. The County will prepare the Draft IS.
- Public Review. The County will manage and conduct public noticing and reviews.
- Final Document. The County will prepare the final CEQA document.
- ♦ MMRP. The County will prepare the MMRP.
- Final Notices. The County will prepare and submit the NOD.
- Permits. The scope assumes that the County will obtain any necessary resource agency permits.

GHD further assumes that, for purposes of the Nationwide Pollutant Discharge Elimination System (NPDES) requirements, the project would be covered under the Construction General Permit. Per the General Permit, the Contractor would be required to prepare a Stormwater Pollution Prevention Plan (SWPPP).

### Task 7 - Storm Drainage Analysis and Treatment (Both P&E and PS&E Phases)

### Task 7.1 Storm Drainage Analysis and Treatment

GHD will prepare the Drainage Report and the SWDR. Elements for the reports include the existing and proposed drainage shed maps, narrative of the drainage conditions prior to and after the project, determination of pre and post runoff quantities and water quality calculations consistent with Caltrans requirements and the County requirements for Low Impact Design. The scope includes:

### Preliminary Drainage Report

- Drainage Shed Maps (Pre and Post)
- Determination of Incremental Runoff
- Determination of Water Quality Volume
- Initial Design Approach: During & Post Construction

### **Preliminary SWDR**

- Identify Drainage Management Areas
- Construction SWPPP requirements
- Post Construction Features

### Draft/Final Drainage Report

- Response to Preliminary Report, and follow-on drafts, comments
- Hydraulic Grade Line Calculations
- Pipes, Culverts and Swales

### Draft/Final SWDR

- Response to Preliminary Report, and follow-on drafts, comments
- Water Quality Elements sizing and design
- Storm Water Quality Management Plan

### Task 8 - Right of Way Services (PS&E Phase)

The scope assumes that no new right of way nor temporary construction easements will be required, thus the scope only includes preparation of the right of way certification.

### Task 8.1 Right of Way Certification

GHD will prepare a local assistance right of way certification for approval by the County and Caltrans. The scope assumes the County will provide the necessary board resolution that authorizes staff to sign the certification.

### Task 9 - Agency Approval Documents (Both P&E and PS&E Phases)

### Task 9.1 Permit Engineering Evaluation Report (PEER)

The work in the Caltrans right of way qualifies for processing under the encroachment permit manual policies, thus the scope assumes that a PEER will be required that will serve the same purposes of a project report. To that end, GHD will prepare a PEER, per guidelines in Appendix I of the Caltrans Project Development Procedures Manual that documents the engineering analysis of the proposed improvements. The analysis will include review of the proposed improvements to determine drainage, maintenance, operation, and environmental impacts. The approved PEER will provide agreement on the geometric layout, scope of improvements, schedule, and estimated cost of the project. The 30% PS&E submittal, (Task 4), shall be utilized as an attachment to the PEER to document the basis of design.

### **Task 9.2 Nonstandard Design Features**

GHD will prepare a Design Information Bulletin (DIB) 78 "Design Checklist" as required by Caltrans. The roundabout, splitter island areas and ramp curbing (included in the design within the speed control areas) are considered part of the roundabout and typical local street and ramp Highway Design Manual requirements do not apply (HDM 405.10 "Roundabouts"). The scope assumes the preparation of one design standard decision document for up to three exceptions and that the Caltrans district and head-quarters functions are supportive of the exceptions.

### Task 9.3 Roundabout Design Check Exhibits

GHD will evaluate and prepare one draft and one final set of exhibits for the following in order to provide documentation of the roundabout design:

- Fast Path Analysis
- Intersection Site Distance
- Vehicle and Pedestrian Stopping Site Distance
- View Angles
- ♦ Bus/Truck Turns (including STAA trucks)

### Task 10 - Public Outreach (PS&E Phase)

GHD will outreach to adjacent property owners that will have their driveways modified.

### Task 10.1 Mailers and Notices

GHD will send a letter and an exhibit to each owner with an impacted driveway. Ownership will be obtained from County Assessor records. The draft letter will be provided to the County for review prior to mailing by GHD. The letter will describe the project scope, schedule, costs, goals, and features. Owners will be provided with contact information for both the GHD project engineer and the County's project manager. The letter will ask owners to contact either GHD or the County if they have any questions.

### **Task 10.2 Property Owner Coordination**

The scope assumes up to 12 inquiries from the owners, with four of the inquires requiring a field meeting between the owner, County, and GHD.

### Task 11 - Local Assistance Request for Authorization

GHD will prepare the draft request for authorization/allocation forms and paperwork for use by the County.

### Task 11.1 Requests for Authorization

- PS&E allocation/authorization
- CON/CE allocation/authorization

**Project Budget Tehama County** 

Project No. 2708181 - RPSTPL 5908(100)

Date: UPDATED 9/11/18

PRO No. 8092

GHD Inc.



		Class Ave. Rate	Principal 90.00	Project Manager 80.00	Senior Professional Staff 65.00	Assistant Professional Staff 40.00	Technicians	Technical Apprentices 20.00	Admin Support 20.00		Fotal Hours To	A Total Direct In	B nderect Costs	C Total Direct + Indirect	D Fee	QUID.		Sub-Con	sultants		Subtask Totals	Task Totals
Phase Task	Task Description	Ave. Rate	90.00	80.00	65.00	40.00	30.00	20.00	20.00		22 A					GHD	Environmental	Roundabout	Electrical	Total	- 1	1
Filase Task	Task Description												166.980%	C+D	10.00%	TOTAL C+D	ENPLAN	MTJ	TJKM	Subs		1
1 Project	t Management, Coordination	and Docu	mentation										100.30070	0.6	10.0070	O.B	LIVI LAIV	WITO	TOTAL	Cubs		\$35,358.83
1.1	Project Management		6	42	28				4		80	\$5,800.00	\$9,684.84	\$15,484.84	\$1,548.48	\$17,033.32				T	\$17,033.32	700,000.00
1.2	Coordination		2	32	32	22	10	8	4		110	\$6,240.00	\$10,419.55	\$16,659.55		\$18,325.51					\$18,325.51	
	ying, Potholing, Base Mappir		nt of Way E	ngineering	g (Not in Sc	ope)										No. of the last						
3 Paveme	nent Design Investigation/Re	port									300 m											\$18,002.46
3.1	Site Investigations			2	24	24	16	2	2		70	\$3,240.00	\$5,410.15	\$8,650.15	\$865.02						\$9,515.17	(
3.2	Pavement Design Report		1	2	16	20	20	6	4		69	\$2,890.00	\$4,825.72	\$7,715.72	\$771.57	\$8,487.29					\$8,487.29	
4 PS&E																						\$352,817.03
4.1	30% Design		8	62	120	320	320	60	16			\$37,392.33	\$62,437.71	\$99,830.04		\$109,813.04		\$9,822.83	\$13,000.00		\$132,635.87	ĺ
4.2	PS&E		8	88	180	440	520	80	24	1	340	\$54,740.00	\$91,404.85	\$146,144.85	\$14,614.49	\$160,759.34		\$1,100.00	\$58,321.82	\$59,421.82	\$220,181.16	201 200 70
	Coordination & Relocations				40	36	0		2		00	#2 000 00L	↑F 1E0 G0	#0.040.60	<b>*004.07</b>	#0.074.6E			1			\$34,389.70
5.1 5.2	Utility Coordination Utility Conflict Maps			2	18 12	36 36	8	2	2		68 56	\$3,090.00 \$2,540.00	\$5,159.68 \$4,241.29	\$8,249.68 \$6,781.29	\$824.97 \$678.13						\$9,074.65 \$7,459.42	i
5.3	Utility Policy Cert			1	16	12	4	2			1000	\$2,540.00	\$2,938.85	\$4,698.85	\$469.89						\$5,168.74	l
5.4	Prelimin Util Reloc Plan			2	14	20	6	2			44	\$2,090.00	\$3,489.88	\$5,579.88	\$557.99						\$6,137.87	i
5.5	Utiliy Agreement Support			2	18	16	6	2	2		46	\$2,230.00	\$3,723.65	\$5,953.65	\$595.37						\$6,549.02	i
	nmental Services										10	42,200.00	40,,20,11	ψο,οσο	4000.5.	40,0 10.0			THE PARTY		40,010.02	\$96,496.34
6.1	Project Description			2	8	4					14	\$840.00	\$1,402.63	\$2,242.63	\$224.26	\$2,466.89	\$3,900.00			\$3,900.00	\$6,366.89	4,
6.2	PES		1	4	4	4					13	\$830.00	\$1,385.93	\$2,215.93	\$221.59		\$7,100.00			\$7,100.00	\$9,537.52	I
6.3	Technical Studies		2	6	24	40	24	8	4			\$4,780.00	\$7,981.64	\$12,761.64	\$1,276.16		\$59,000.00			\$59,000.00	\$73,037.80	I .
6.4	Environmental Document Su	pport	2	2	8	4			1			\$1,040.00	\$1,736.59	\$2,776.59	\$277.66		\$4,499.88			\$4,499.88	\$7,554.13	
7 Storm Γ	<b>Draiange Analsyis and Treat</b>	ment									1000											\$75,680.83
7.1	Storm Drainage Analysis and	Treatment	1	80	120	220	60	40	4		525	\$25,770.00	\$43,030.75	\$68,800.75	\$6,880.08	\$75,680.83					\$75,680.83	
8 Right of	of Way Services																					\$3,700.35
8.1	Right of Way Certification			3	12	4	2		1		22	\$1,260.00	\$2,103.95	\$3,363.95	\$336.40	\$3,700.35					\$3,700.35	
9 Agency	y Approval Documents										1965 - A											\$43,170.67
9.1	PEER		1	8	80	40	8	10				\$7,970.00	\$13,308.31	\$21,278.31		\$23,406.14					\$23,406.14	1
9.2	Nonstandard Design Feature		1	8	34	40	12	4				\$4,980.00	\$8,315.60	\$13,295.60	\$1,329.56						\$14,625.16	
9.3	Roundabout Design Check E	xhibits		1	6	24	88	4			43	\$1,750.00	\$2,922.15	\$4,672.15	\$467.22	\$5,139.37					\$5,139.37	
	Outreach																					\$13,332.98
10.1	Mailers and Notices			1	12	24	12	8	8			\$2,500.00	\$4,174.50	\$6,674.50	\$667.45						\$7,341.95	
10.2	Property Owner Coordination			6	16	12			2		36	\$2,040.00	\$3,406.39	\$5,446.39	\$544.64	\$5,991.03					\$5,991.03	
2000	Assistance Request for Author	orization				40						22.222.22	27.240.00	22 200 001	2200.00	22 220 04			_	_	1 22 220 04	\$9,926.31
11.1	RFA			2	16	48	δ CUDI:	* 41 - 1 4	1			\$3,380.00	\$5,643.92	\$9,023.92	\$902.39					<u> </u>	\$9,926.31	<b>*= 004 00</b>
							GHD's	Anticipated	Salary In	creases from EX	K 10H	\$2,687.29	\$4,487.23	\$7,174.51	\$717.45	\$7,891.96						\$7,891.96
Purchas	ases and Direct Costs										25	<u> </u>					· · · · · · · · · · · · · · · · · · ·					\$6,482.50
A	Postage and Courier Services		12 each @ \$							\$240.00						\$240.00	To a Time of			Principal Control	\$240.00	
В	Reproduction			es @ \$0.10/d	сору					\$1,000.00						\$1,000.00					\$1,000.00	
C D	Lab Tests Vehicle Mileage		8 tests @ \$4	100/each @ \$0.545/m	:15					\$3,200.00 \$1,362.50		G GREAT SE				\$3,200.00 \$1,362.50					\$3,200.00 \$1,362.50	
D E	Employee Per Diem		z,500 miles ( 5 days @ \$1	_	ille					\$1,362.50 \$680.00						\$680.00			1		\$680.00	
	Employee Fel Diem		J days @ \$1	30/uay						φ000.00	32077					φ000.00					\$000.00	
	Subtotal	Hours	33	360	818	1410	1048	240	79	39	87.6						-7					
		Dollars		\$28,800	\$53,170	\$56,400	\$31,440	\$4,800	\$1,572	\$6.482.50		04 000 00 16	2000 005 70	\$485,475.37	040 547 50	0540 505 40	\$74,499.88	\$10,922.83	\$71,321.82	\$156,744.53		\$697,249.96

Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perfom the work.

2. Vehicle mileage will be charged at the IRS rate.

Employee per diem will be capped at the State of California's rates.
 It assumed that the above budgets will be shifted between Phases and Tasks to meet actual project needs.



Project Budget Tehama County

County Project No. 2708181

Date: UPDATED 9/11/18

PRO No. 8092

Contract No.

Consultant

GHD Inc.

DIRECT LABOR	DI	RE	CT	LA	B	0	F
--------------	----	----	----	----	---	---	---

Classification Name	Range (\$)	Hours			ial Average ırly Rate (\$)		Total	
Principal Various	75.00 110.00	33	@		90.00	\$	2,970.00	•
Proj Manager Various	60.00 95.00	360	@		80.00	\$	28,800.00	•
Senior Prof Staff Various	50.00 90.00	818	@	,	65.00	\$	53,170.00	•
Assist Prof Staff Various	30.00 60.00	1410	@		40.00	\$	56,400.00	
Technicians Various	20.00 50.00	1048	@		30.00	\$	31,440.00	
Technical Apprentice Various	12.00 25.00	240	@		20.00	\$	4,800.00	
Admin Support Various	12.00 30.00	79	@	*)	20.00	\$	1,572.33	
Subtotal Hours		3988	_				ec.	From "Consultant
								Cost Proposal"
Anticinate	d Salary Increase				Labor Costs	_\$_	179,152.33 \$2,687.29	
Antiopate	u Galary Molease				_abor Costs	\$	181,839.62	\$181,839.62
Indirect Rate (Fringe Benefits+Overhead+G&A)	Tot	Rate 166.98% al Indirect Cos	sts	_\$ :	Total 303,635.80	\$	303,635.80	\$303,635.76
FEE		Data			Tatal			
		Rate 10.00% Total Fee		\$	Total 48,547.54	\$	48,547.54	\$48,547.56
GHD SUBTOTAL DIRECT LABOR +	INDIDECT : FE					_Ψ_	40,047.04	ψτυ,υτι.ου
GHD SUBTOTAL DIRECT LABOR F	INDIRECT FE	E						
						\$	534,022.96	\$534,022.93
OTHER DIRECT COSTS								
Postage and Courier Services Reproduction Lab Tests Vehicle Mileage Employee Per Diem				\$ \$ \$ \$	240.00 1,000.00 3,200.00 1,362.50 680.00	,		
	lot	al Other Costs				_\$_	6,482.50	\$6,482.50
GHD TOTAL								
Subtotal GHD Inc. Costs						\$	540,505.46	\$540,505.43

Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.

Project Budget
Tehama County

County Project No. 2708181

Date: UPDATED 9/11/18

PRO No. 8092



**Consultant Name:** 

GHD Inc.

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	DL <u>Subtotal</u> per		Total Hours per Cost			
Cost Proposal			Proposal		Avg Hourly Rate	
\$	179,152.33	/	3987.61672	=	\$44.93	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg hourly Rates		Proposed Escalation				
Year 1	\$44.93	+	3%	=	\$46.27	Year 2 - Avg Hrly Rate
Year 2	\$46.27	+	3%	=	\$47.66	Year 3 - Avg Hrly Rate
Year 3	\$47.66	+	3%	=	\$49.09	Year 4 - Avg Hrly Rate
Year 4	\$49.09	+	3%	=	\$50.57	Year 5 - Avg Hrly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estimated % of DL			Total Hours per Cos	t			
Completed Each Year			Proposal	_			
	Year 1	50.0%	*	3987.61672	=	1993.80836	Estimated Hours Year 1
	Year 2	50.0%	*	3987.61672	=	1993.80836	Estimated Hours Year 2
	Year 3	0.0%	*	3987.61672	=	0	Estimated Hours Year 3
	Year 4	0.0%	*	3987.61672	=	0	Estimated Hours Year 4
	Year 5	0.0%	*	3987.61672	=	0	Estimated Hours Year 5
	Tota	l 100.0%			Total	3987.61672	hrs

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate			Estimated hours			
(calculated above)		e)	(calculated above)			
Year 1	\$44.93	*	1993.80836	=	\$89,576.17	
Year 2	\$46.27	*	1993.80836	=	\$92,263.45	
Year 3	\$47.66	*	0	=	\$0.00	
Year 4	\$49.09	*	0	=	\$0.00	
Year 5	\$50.57	*	0	=	\$0.00	
	lation	\$181,839.62				
Direct Labor Subtotal before escalation				lation	\$179,152.33	
R	ecalculated I	Escalation w/	o Overhead Rate 8	& Fees	\$2,687,29	

### **Tehama County 99W and South Main Reconstruction Project**

### Exhibit 10-H Cost Proposal <u>Actual Cost-Plus-Fixed-Fee</u> or <u>Lump Sum</u> (Firm Fixed Price) Contracts

Note: Mark-ups are Not Allowed

Consultant: ENPLAN

Contract Number: TBD

Date: June 19, 2018

### **DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Environmental Services Manager	Donald Burk	80	\$ 57.00	\$ 4,560.00
Senior Environmental Planner	Carla Thompson	110	\$ 28.85	\$ 3,173.50
Environmental Scientist II	John Luper	160	\$ 28.25	\$ 4,520.00
Environmental Scientist III	Stacey Alexander	200	\$ 20.00	\$ 4,000.00
Cultural Resources Manager/Arch.	Dimitra Zalarvis-Chase	25	\$ 35.00	\$ 875.00
Archaeologist	Jacques Peltier	120	\$ 25.00	\$ 3,000.00
Env Scientist/ESA Manager	Amy Lee	40	\$ 35.00	\$ 1,400.00
GIS Technician	Staff	60	\$ 30.00	\$ 1,800.00
Production Manager	Staff	40	\$ 17.85	\$ 714.00

### LABOR COSTS

a١	Subtotal	Direct	Lahor	Chete
a)	Subiolai	Direct	Labor	COSIS

\$ 24,042.50

b) Anticipated Salary Increases (see page 3)

To Be Determined

	c) TOTA	AL DIRECT LABOR COSTS [(a) + (b)]	\$ 24,042.50
FRINGE BENEFITS d) Fringe Benefits: % Rate=	32.8	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$7,885.94
INDIRECT COSTS  f) Overhead: % Rate= h) General & Administrative: Rate=	90.7 = 50.9	g) Overhead [(c) x (f)] i) Gen & Admin [(c) x (h)]	\$ 21,806.55 \$ 12,237.63
	j) TOTA	L INDIRECT COSTS [(e)+ (g) + (i)]	\$41,930.12
FEE (Profit) q) % Rate: 10	k) <b>TOTA</b>	L FIXED PROFIT [[(c)+ (j)] × (q)]	\$ 6,597.26
OTHER DIRECT COSTS (ODC)  Description  I) Travel/Mileage Costs (supported m) Equipment Rental and Supplies	-	ant actual costs)	\$ 495.00
<ul><li>n) Permit Fees (itemize), Plan she</li><li>o) Laboratories/Services</li><li>o) Subconsultant Costs (attach det</li></ul>			\$ 1,435.00
•	Total Dir	ect Labor Cost	\$ 24,042.50
I	ndirect Ove	erhead Rate @ 174%	\$ 41,930.12

### Tehama County 99W and South Main Reconstruction Project

Overhead rate has not been audited by the Caltrans Division of Audits and Investigations or other equivalent method.



Exhibit 10-H **Cost Proposal** 

**Project Budget Tehama County** 

County Project No. 2708181

Contract No. Consultant	MTJ Engineering, LL	_C			Date	July 31, 2018
		50.000 SC 2000 SC 2000 SC 200 SC 2				
DIRECT LABO	R				Initial	
					Average Hourly Rate	
Classification Roundabout	Name	Range (\$)	Hours		(\$)	Total
Designer/Eng.	Various	75.00 110.00 40.00	54	@	70.00	\$ 3,780.00
Proj. Admin.	Various	65.00 15.00	4	@	31.00	\$ 124.00
CAD Tech.	Various btotal Hours	30.00	12 70	@	25.00	\$ 300.00
			Subt	otal Di	rect Labor Costs	\$ 4,204.00
Indirect Rate (Fringe Benefits	s+Overhead+G&A)		Rate 136.20% Total Indirect Cost	ts	Total \$ 5,725.85	\$ 5,725.85
FEE			Rate 10.00% Total Fee		Total \$ 992.98	\$ 992.98
Postage and Co Reproduction Vehicle Mileage	ourier Services				\$ - \$ - \$ -	
Employee Per [	леш		Total Other Costs		\$ -	\$ -
Total MTJ Cost	s					\$ 10,922.83

Exhibit 10-H1 Cost Proposal

### EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant T J K M	X Prime Consultant   Suoc	consultant	2nd Her Subconsultant	
Project No. CML 5008(148)	Contract No.	***	Date <u>6/18</u>	3/2018
DIRECT LABOR				
Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal-In-Charge	Nayan Amin	2	\$91.54	\$183.08
QA/QC	Ruta Jariwala	15	\$91.54	\$1,373.10
Project Manager	Atul Patel	120	\$78.49	\$9,418.80
Task Lead	Rutvij Patel	116	\$50.28	\$5,832.48
Task Lead	Erik Bjorklund	76	\$54.96	\$4,176.96
Project Engineer	Andrew Dickinson	252	\$30.70	\$7,736.40
Administration	Amber Keiper	10	\$31.00	\$310.00
LABOR COSTS				
<ul> <li>a) Subtotal Direct Labor Costs</li> </ul>			\$29,030.82	
b) Anticipated Salary Increases (s	ee page 2 for sample)		\$0.00	
	c) TOTAL I	DIRECT LABO	R COSTS [(a) + (b)]	\$29,030.82
INDIRECT COSTS				
d) Fringe Benefits (Rate:	34.99% e) Tota	l Fringe Benefits	\$ 10,157.88	
f) Overhead (Rate:	86.16% g) O	verhead [(c)x(f)]	\$ 25,012.95	
h) General and Administrative	(Rate: 0.00% i) Gen & A	Admin [(c) x (h)]	\$ -	
	j)	Total Indirect	Costs $[(e) + (g) + (i)]$	\$35,170.84
FIXED FEE k) TOTAL	L <b>FIXED PROFIT</b> [(c) + (j)] x fixed fee	10%	100	\$6,420.17

Description of Item	Ouantity	Unit(s)	Unit Cost	Total
Mileage Costs			0.54	\$400.00
Equipment Rental and Supplies - Data Collection				\$0.00
Permit Fees	8			\$0.00
Plan Sheets			\$18.00	\$300.00
Test				\$0.00
	1) T	OTAL OTHE	R DIRECT COSTS	\$700.00

### m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Siegfriend		\$0.00
Subconsultant 2: GroundZone		\$0.00
Subconsultant 3:	- Van	\$0.00
Subconsultant 4:		\$0.00
·	m) TOTAL SUBCONSULTANTS' COSTS:	\$0.00
n) TOTAL OTHER	DIRECT COSTS INCLUDING SUBCONSULTANTS	\$700.00
	<b>TOTAL COST</b> $[(c) + (j) + (k) + (p)]$	\$71,321.82

### NOTES:

- Key personnel <u>must</u> be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*).

  All costs must comply with the Federal cost principals, Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- 3 Anticipated salary increases calculation (page 2) must accompany

### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

### 1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour

Direct Labor Subtotal	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$29,030.82	591	=	\$49.12	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.12	+	0%	=	\$49.12	Year 2 Avg Hourly Rate
Year 2	\$49.12	+	0%	=	\$49.12	Year 3 Avg Hourly Rate
Year 3	\$49.12	+	0%	=	\$49.12	Year 4 Avg Hourly Rate
Year 4	\$49.12	+	0%	=	\$49.12	Year 5 Avg Hourly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year		
Year 1	100.00%	*	591.0	==	591.0	Estimated Hours Year 1	
Year 2	0.00%	*	591.0	=	0.0	Estimated Hours Year 2	
Year 3	0.00%	*	591.0	=	0.0	Estimated Hours Year 3	
Year 4	0.00%	*	591.0	=	0.0	Estimated Hours Year 4	
Year 5	0.00%	*	591.0	=	0.0	Estimated Hours Year 5	
Total	100%		Total	=	591.0		

### 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.12	*	591	=	\$29,030.82	Estimated Hours Year 1
Year 2	\$49.12	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$49.12	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct	Labor Cost	with Escalation	=	\$29,030.82	
Direct Labor Subtotal before Escalation				=	\$29,030.82	
Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1	

### NOTES:

- 1 This is not the only way to estimate salary increases, Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- 4 Calculations for anticipated salary escalation must be approved.

### **Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principals (GAAP)
- 2. Terms and conditions of the contract

#### Local Assistance Procedures Manual

Exhibit 10-H1 Cost Proposal

- 3. Title 23 United States Code Section 112 Letting of Contract
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principals and Procedures
- 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Design Related Services
- 6. 48 Code of Federal Regulations Part 9904 Cost Accouting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### Prime Consultant or Subconsultant Certifying:

Name:	Nayan Amin	Title:	President	
Signature:	M. Junior	Date of Certification (mm/dd/yyyy):	6/14/2018	
Email:	namin@tjkm.com	Phone Number:	925.463.0611	
Address:		4305 Hacienda Drive, Suite 550 Pleasanton, CA	94588	

List of services the consultant is providing under the proposed contract:

Traffic Engineering

<sup>\*</sup>An individual executive or financial officer of the consultant's or subconsultant's organization at a levelno lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.



April 7, 2021

Jessica Pecha Senior Civil Engineer Tehama County Public Works 9380 San Benito Avenue Gerber, CA 96035

RE: Amendment to Agreement Between the County of Tehama and GHD, Inc. for Engineering Services for 99W-South Main Street – Additional Services.

Dear Ms. Pecha,

The following is a proposed amendment for additional services for the 99W and South Main Street project.

### Scope of Work - Additional Services - Public Outreach Program

The County desires to develop a public outreach program consisting of holding a stakeholders meeting followed by two or three public workshops to present both the roundabout and traffic signal solutions for the S. Main Street / I-5 Northbound Ramps intersection. The first part of this process will involve working with the County to identify key stakeholders, community groups, and channels of outreach (such as community newspapers, etc.) that will be part of the outreach effort. This list will be used to develop a database of stakeholders, media, elected officials, and other interested parties who wish to be kept apprised of project outreach progress. GHD will work with County staff to implement a public outreach program as detailed below. It is assumed the County will organize and arrange for the specific public meeting venue(s), mailing/advertising meeting notices and maintaining the outreach contact lists. GHD will provide exhibits, education materials, and the presentation(s) on the traffic signal and roundabout alternatives. If desired, GHD can assist County staff in establishing a project website by preparing content to upload to a project website hosted and maintained by the County. To encourage the most engagement possible, it is recommended that the County also plan to host some type of "digital meeting experience". This could be by broadcasting the meeting in a similar fashion to how the Board of Supervisors and/or City of Red Bluff currently broadcast their public meetings during COVID. If desired, GHD can expand this scope and budget to provide a digital platform (Zoom or Teams) and provide separate personnel to facilitate the digital meeting process. For clarification, the Public Outreach Program described in the Amendment dovetails with the existing Agreement Task 1.2.2 Public Meetings, which covers attending and presenting at three Public Agency Meetings: the Tehama County Transportation Commission, the County Board of Supervisors and the City Council at the end of the Public Outreach Program.

### **Task 1.2.3 Stakeholders Meeting**

Before beginning the sequence of general public workshops, a meeting should be held with nearby, major stakeholder who frequently use this intersection; especially those businesses who are associated with large truck usage. The purpose of this meeting will be to show these stakeholders how the various design vehicles are expected to navigate through the intersection, solicit comments/concerns and answer any questions that they have. Potential stakeholders who the County would likely want to include at this meeting are the local emergency response personnel (police and fire) as well as local business including Ben's

Truck Repair, I-5 rentals, Walmart, St. Elizabeth Community Hospital, and other frequent users of this intersection.

### Task 1.2.4 Public Workshop #1

The first public workshop would serve as an introduction of the project to the general public, with an explanation of how the traffic signal and roundabout intersections would operate. The first workshop is intended to be mostly an educational workshop aimed at explaining the project and reviewing the potential solutions. General comparisons of the advantages/disadvantages of each alternative will be presented to the public; followed by "table" time around exhibits where public comments and concerns will be captured on either "sticky notes" applied to the exhibits or written comment cards. We envision two to three separate "stations" where individuals can discuss, one on one, the pros and cons for each alternative. All comments and concerns received from Public Workshop #1 will be summarized for presentation at the second Public Workshop. We will, of course have to determine how we can hold this workshop in a COVID safe manner; otherwise, the exact format previously described may have to be modified. This Public Workshop meeting and all that follow will have to be held in compliance with local and state COVID restrictions. We would look to the County and City personnel to enforce these restrictions and deny entry to any public participant who is not willing to comply.

### Task 1.2.5 Public Workshop #2

The second public workshop will be focused on presenting the "County staff" preferred alternative to the public and offering a second chance for the public to provide comments note concerns. This workshop will also be partially an educational workshop, aimed at explaining the project and reviewing the potential solutions for those who did not attend the first public workshop. Comments received from the first public workshop will be summarized and responses/answers provided during the second public workshop if appropriate. Comments received at the second public workshop, along with those received from the first public workshop, will be summarized for presentation to the Tehama County Transportation Commission (TCTC), the Board of Supervisors, and Red Bluff City Council. The presentations to the TCTC, the Board and Council are already included in the original Scope of Work Task 1.2.2 Public Meetings.

### Task 1.2.6 Public Workshop #3 (Optional)

Depending on the outcome of the first 2 public workshops, GHD is available to prepare for and lead a third public workshop should the County wish to do so. The purpose of these public workshops is to give the public a forum to express their concerns and provide comments. This will allow the project team to incorporate design changes to mitigate concerns, to the extent feasible, early in the design process, regardless of which alternative is ultimately chosen as the "preferred alternative".

#### *Task 1.2.3-1.2.6 Assumptions:*

- City will provide notifications to the meeting attendees.
- City will print and mail and/or email all meeting notices.
- City will provide, manage and update a project website (if desired).

### *Task* 1.2.3 – 1.2.6 *Deliverables:*

• GHD attendance and PowerPoint presentations at the meetings noted above.

- Facilitation of "comment collection" from the public.
- Meeting informational materials.
- · Preparation of comment summary following the meetings

### Task 1.2.7 Vehicular simulation model (VISSIM) (Optional)

It is highly recommended that the County have a VISSIM model prepared to help the public and elected officials view anticipated traffic operations for both the traffic signal and roundabout alternatives. GHD is prepared to create these comparison "simulation models" under this optional task. The models would be prepared for either the AM or PM future traffic conditions, whichever condition is deemed worst case. These traffic simulations comparisons would be incorporated into all Public Meeting/Workshop presentations.

### **Task 6.5 Prepare CEQA Documentation**

Under this task, GHD's Environmental Consultant, ENPLAN provide for the completion of the CEQA documentation necessary for the 99W/South Main Street Reconstruction Project. The CEQA documentation will incorporate and extend the environmental studies ENPLAN is currently completing under the Caltrans Local Assistance program. Please see attached Scope of Work and Budget from ENPLAN.

### Fee

The estimated GHD fee for professional services for Amendment #1 is \$90,873.80, including all optional tasks. See the attachment for a breakdown of the estimated fee.

If you have any questions or comments regarding this proposal, please free to contact me at 530-219-1090.

Sincerely,

GHD

Douglas J Ries, PE Project Principal

Attachments: ENPLAN Proposal to Prepare CEQA Documentation

Consultant Cost Proposal for Amendment #1

GHD Exhibit 10-H ENPLAN Exhibit 10-H

ougles frie



430-23 April 7, 2021

Doug Ries, PE GHD PO Box 1407 Roseville CA 95678

SUBJECT: Proposal to Prepare CEQA Documentation for the 99W/South Main Street Reconstruction Project

In response to your request, ENPLAN is pleased to provide you with a work scope and cost estimate for completion of CEQA documentation addressing the 99W/South Main Street Reconstruction Project (project). The CEQA documentation will incorporate and extend the environmental studies we are completing under the Caltrans Local Assistance program.

Work would include rehabilitating the pavement along 99W from Gyle Road north to the Interstate 5 (I-5) Interchange located within the City of Red Bluff. Within the County limits, the project would also improve safety by replacing and extending existing guardrails with new guardrails meeting currently specified guardrail standards. As the project enters the City of Red Bluff, the roadway name changes from 99W to South Main Street, and within these limits the project would include rehabilitating and widening South Main Street, enhancements to bicyclist and pedestrian facilities, signal modifications at Sister Mary Columba Drive, and a roundabout at the intersection of South Main Street and the I-5 northbound ramps to facilitate efficient traffic flow.

ENPLAN will prepare an Initial Study and Mitigated Negative Declaration (IS/MND) addressing the proposed project that will include the following components: introduction, project description, impact analyses, and supporting documentation. The IS/MND will rely in part on the technical studies we are currently completing under the Caltrans Local Assistance program and will extend the work to address aesthetics, agricultural and forestry resources, energy, geology/soils, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, utilities/service systems, and wildfire hazards. Direct, indirect, and cumulative impacts will be analyzed. The administrative draft IS/MND will be provided to GHD and local agency staff for review, and we will then revise the document as warranted.

Up to 10 bound copies and 10 CDs of the IS/MND will be prepared for local agency staff. ENPLAN will prepare the Notice of Availability/Intent to Adopt the MND and circulate the report to appropriate entities. We will submit the IS/MND, Notice of Completion, and related documents through the State Clearinghouse's on-line submittal program. We will also draft a newspaper notice for publication by Tehama County.

Upon close of the review period, we will prepare responses to public and agency comments; we have allocated up to 16 hours for responding to comments. A memorandum consisting of the responses to comments and a final Mitigation Monitoring and Reporting Program will be submitted to the local agencies. ENPLAN will attend one public meeting to present our findings and recommendations and respond to questions that may arise. Upon adoption of the MND, ENPLAN will prepare a Notice of Determination for submittal to the State Clearinghouse and Tehama County Clerk; posting of this notice starts the 30-day statute of limitations on court challenges to the approval under CEQA.

### **COST ESTIMATE**

We propose to complete the tasks described above on a time and materials basis for an estimated cost of \$32,258.58; our anticipated cost allocation is shown on the attached spreadsheet. Our cost estimate does not include regulatory agency permit preparation or permit fees. If additional studies and/or tasks are determined to be necessary, we will provide a separate cost estimate at that time.

Doug Ries April 7, 2021 Page 2

Please contact me at **530.221.0440**, **ext. 7102**, or <u>dburk@enplan.com</u> if you have any questions regarding our proposal.

Sincerely,

**Donald Burk** 

**Environmental Services Manager** 

Enclosure

### **CONSULTANT COST PROPOSAL**

**Tehama County** 

Project No. 2708181 - RPSTPL 5908(100)

Project Budget - Amendment #1

Date: 4/7/2021

GHD PRJ No: 2560 GHD Inc. С D Purchases Senior Assistant Subtask **Task Totals** Project Professional Admin and Direct Total Professional Technical Inderect **Total Direct** Totals Class Principal Manager Staff Staff Costs **Total Direct** Costs + Indirect **Sub-Consultants** Technicians Apprentices Support Hours Ave. Rate 95.00 50.00 40.00 20.00 85.00 70.00 30.00 GHD Phase Task Description Environmental Roundabout Electric Total **TOTAL** 0.10 **ENPLAN** MTJ **TJKM** 1.67 C+D C+D Subs **Project Management, Coordination and Documentation** \$49,998.70 1.2.3 Stakeholder Meeting 48 4,070.00 6,796.09 10,866.09 1,086.61 \$11,952.70 \$11,952.70 70 Public Workshop #1 12 32 54 8,730.25 873.03 \$9,603.28 \$9,603.28 1.2.4 3,270.00 5,460.25 1.2.5 Public Workshop #2 12 28 50 3,070.00 5,126.29 8,196.29 819.63 \$9,015.92 \$9,015.92 Public Workshop #3 (Optional) 41 \$7,151.06 1.2.6 24 2,435.00 4,065.96 6,500.96 650.10 \$7,151.06 8 1.2.7 Vehicular Simulation Model (Optional) 34 12 82 4,180.00 6,979.76 11,159.76 1,115.98 \$12,275.74 \$12,275.74 16 16 **Environmental Services** \$37,691.62 CEQA Document and Processing 16 4 26 1,850.00 3,089.13 4,939.13 493.91 \$5,433.04 \$32,258.58 **\$32,259 \$37,691.62** GHD's Anticipated Salary Increases from EX 10H 283.13 472.76 755.89 75.59 \$831.48 \$831.48 **Purchases and Direct Costs** \$2,352.00 Vehicle Mileage 2,500 miles @ \$0.56/mile \$1,400.00 \$1,400.00 \$952.00 Employee Per Diem 5 days @ \$136/day \$952.00 \$952.00

323.0

19,158.13 | 31,990.24 | 51,148.37 | 5,114.85 | \$58,615.22

\$2,352.00

1.2.6 Less Optional Task 1.2.6

1.2.7 Less Optional Task 1.2.7

Subtotal

DBE % = (check) \$90,873.80 Less Optional Task 1.2.6 (Public Workshop #3) (\$7,151.06) \$83,722.74 Less Optional Task 1.2.7 (Vehicular Simulation) (\$12,275.74) \$71,447.00

\$32,259

\$90,873.80

### Notes:

1. Above hourly billing rates are approximate and will be based on the actual employees that perfom the work.

Hours

27

Dollars \$2,565

50

\$4,250

32

\$2,240

170

\$8,500

16

\$640

12

\$360

16

\$320

- 2. Vehicle mileage will be charged at the IRS rate.
- 3. Employee per diem will be capped at the State of California's rates.
- 4. It assumed that the above budgets will be shifted between Phases and Tasks to meet actual project needs.

\$32,258.58



### **Project Budget**

**Tehama County** 

County Project No. 2708181

Date: 4/7/2021 GHD Prj No. 2560

Contract No.

Consultant GHD Inc.

### **DIRECT LABOR**

DIRECT LABOR	R						
Classification	Name	Ran	ge (\$)	Hours		Initial Average Hourly Rate (\$)	Total
			5.00		•	<u> </u>	
Principal	Various	11	0.00	27	@	95.00	\$ 2,565.00
Proj Manager	Various	95	5.00	50	@	85.00	\$ 4,250.00
Senior Prof Staff	Various		0.00	32	@	70.00	\$ 2,240.00
Assist Prof Staff	Various		).00 ).00	170	@	50.00	\$ 8,500.00
		20	0.00		•		
Technicians Technical	Various	12	0.00 2.00	16	@	40.00	\$ 640.00
Apprentice	Various		5.00 2.00	12	@	30.00	\$ 360.00
Admin Support	Various Subtotal Hours	30	0.00	<u>16</u> 323	@	20.00	\$ 320.00
				Sub	ototal Di	rect Labor Costs	\$ 18,875.00
		Anticipated Salaı	y Increase:	•		lation on page 2)	 \$283.13
				•	Total Di	rect Labor Costs	\$ 19,158.13
Indirect Rate	. Overbood (CSA)			Rate 166.98%		Total	
(Fringe Benefits	s+Overhead+G&A)		Tota	al Indirect Cos	ts	\$ 31,990.25	\$ 31,990.25
FEE							
				Rate 10.00% Total Fee		Total \$ 5,114.84	\$ 5,114.84
CUD CUDTOT	AL DIDECT LABOR	. INDIDECT .					·
GUD SOBIOIA	AL DIRECT LABOR	T INDIRECT +	FEE				
							\$ 56,263.22
OTHER DIREC	T COSTS						
Postage and Co Reproduction Lab Tests Vehicle Mileage						\$ - \$ - \$ - \$ 1,400.00	
Employee Per [						\$ 952.00	
Employeer or E	Sioni		Tota	al Other Costs		Ψ 332.00	\$ 2,352.00
SUBCONSULT	ANT COSTS						
	ENPLAN Enviorm	ental Services					\$ 32,258.58
				Tota	al Subco	onsultants' Costs	\$ 32,258.58
<b>Total Cost</b>							
Total Cost							\$ 90,873.80

Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.

### Project Budget Tehama County

County Project No. 2708181

Date: April 7, 2021

GHD Prj No. 2560



Consultant Name: GHD Inc.

### 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

DL <u>Subtotal</u> per		Total Hours per Cost			
 Cost Proposal		Proposal		Avg Hourly Rate	
\$ 18,875.00	/	323	=	\$58.44	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg	hourly Rates		Proposed Escalation			
Year 1	\$58.44	+	3%	=	\$60.19	Year 2 - Avg Hrly Rate
Year 2	\$60.19	+	3%	=	\$62.00	Year 3 - Avg Hrly Rate
Year 3	\$62.00	+	3%	=	\$63.86	Year 4 - Avg Hrly Rate
Year 4	\$63.86	+	3%	=	\$65.77	Year 5 - Avg Hrly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estima	ated % of DL		Total Hours per Cost			
Comple	ted Each Year		Proposal			
Year 1	50.0%	*	323	=	161.5	Estimated Hours Year 1
Year 2	50.0%	*	323	=	161.5	Estimated Hours Year 2
Year 3	0.0%	*	323	=	0	Estimated Hours Year 3
Year 4	0.0%	*	323	=	0	Estimated Hours Year 4
Year 5	0.0%	*	323	= _	0	Estimated Hours Year 5
Tota	l 100.0%		Т	otal	323	hrs

### 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

•	Hourly Rate		Estimated hours			
(calcu	ılated above)	((	calculated above	2)		
Year 1	\$58.44	*	161.5	=	\$9,437.50	
Year 2	\$60.19	*	161.5	=	\$9,720.63	
Year 3	\$62.00	*	0	=	\$0.00	
Year 4	\$63.86	*	0	=	\$0.00	
Year 5	\$65.77	*	0	= _	\$0.00	_
	Estimated	Direct Labo	r Costs With Esc	alation	\$19,158.13	
	Direc	t Labor Sub	total before esc	alation	\$18,875.00	
Re	calculated Esc	alation w/o	Overhead Rate	& Fees	\$283.13	
			Indirec	t Costs	\$472.76	
			Total Direct + I	\$755.89		
				Fee	\$75.59	
		Total Antic	ipated Salary Ind	\$831.48	Estimated total Salary Increases	

### Exhibit 10-H Cost Proposal

### Actual Cost-Plus-Fixed-Fee or Lump Sum (Firm Fixed Price) Contracts

Note: Mark-ups are Not Allowed

Consultant: ENPLAN Contract Number: TBD Date: April 7, 2021

### **Tehama County 99W and South Main Reconstruction Project**

### **DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Environmental Services Manager	Donald Burk	45	\$ 58.45	\$ 2,630.25
Senior Environmental Planner	Carla Thompson	87	\$ 32.25	\$ 2,805.75
Environmental Planner/Scientist II	Allison Loveless	0	\$ 26.00	\$ .00
Environmental Planner/Scientist III	Kiara Cuerpo-Hadsall	189	\$ 22.00	\$ 4,158.00
Archaeologist	Evan Wiant	0	\$ 27.50	\$ .00
Env Scientist/ESA Manager	Amy Lee	0	\$ 35.00	\$ .00
GIS Technician	Staff	12	\$ 30.00	\$ 360.00
Production Manager	Staff	9	\$ 23.00	\$ 207.00

342

LA	BO	R	CO	ST	۲S

a) Subtotal Direct Labor Costs \$ 10,161.00 \$ 10,161.00 \$ 460.05

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

d) Fringe Benefits: % Rate= 32.8 e) TOTAL FRINGE BENEFITS [(c) x (d)] \$3,483.70

#### **INDIRECT COSTS**

**FRINGE BENEFITS** 

f) Overhead: % Rate= 90.7 g) Overhead [(c) x (f)] \$ 9,633.29 h) General & Administrative: Rate= 50.9 i) Gen & Admin [(c) x (h)] \$ 5,406.11

j) **TOTAL INDIRECT COSTS** [(e)+ (g) + (i)] \$18,523.11

### FEE (Profit)

q) % Rate: 10 k) **TOTAL FIXED PROFIT** [[(c)+ (j)] x (q)] \$ 2,914.42

### **OTHER DIRECT COSTS (ODC)**

### Description

I) Travel/Mileage Costs (supported by consultant actual costs)

m) Equipment Rental and Supplies (itemize)

\$ 200.00

264

\$ 10,621.05

- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.
- o) Laboratories/Services
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime)

Total Costs \$ 32,258.58

Overhead rate has not been audited by the Caltrans Division of Audits & Investigations or other equivalent method.

Page 1 of 2 ENPLAN

**Tehama County** 

County Project No. 2708181

Exhibit 10H Salary Increase Calculation

Date: 4/7/2021

Consultant Name: ENPLAN

### 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	DL <u>Subtotal</u> per		Total Hours per Cost			
	Cost Proposal		Proposal		Avg Hourly Rate	
\$	10,161.00	/	342	=	\$29.71	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg hourly Rates			Proposed Escalation			
Year 1	\$29.71	+	3%	=	\$30.60	Year 2 - Avg Hrly Rate
Year 2	\$30.60	+	3%	=	\$31.52	Year 3 - Avg Hrly Rate
Year 3	\$31.52	+	3%	=	\$32.47	Year 4 - Avg Hrly Rate
Year 4	\$32.47	+	3%	=	\$33.44	Year 5 - Avg Hrly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estimated % of DL		Total Hours per Cost			
Completed Each Year		Proposal			
Year 1 50.0%	*	342	=	171	Estimated Hours Year 1
Year 2 50.0%	*	342	=	171	Estimated Hours Year 2
Year 3 0.0%	*	342	=	0	Estimated Hours Year 3
Year 4 0.0%	*	342	=	0	Estimated Hours Year 4
Year 5 0.0%	*	342	= _	0	Estimated Hours Year 5
Total 100.0%		T	otal	342	hrs

### 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg	Hourly Rate		Estimated hours	S		
(calcu	ulated above)	(0	calculated above	e)		
Year 1	\$29.71	*	171	=	\$5,080.50	
Year 2	\$30.60	*	171	=	\$5,232.92	
Year 3	\$31.52	*	0	=	\$0.00	
Year 4	\$32.47	*	0	=	\$0.00	
Year 5	\$33.44	*	0	= _	\$0.00	_
	Estimated	Direct Labo	r Costs With Es	calation	\$10,313.42	-
	Dire	ct Labor Sub	ototal before es	calation _	\$10,161.00	
Re	ecalculated Esc	alation w/o	Overhead Rate	& Fees	\$152.42	
			Indire	\$265.81		
			Total Direct +	\$418.23		
				\$41.82		
		Total Antic	pated Salary In	\$460.05	Estimated total Salary Increases	

Page 2 of 2 ENPLAN

265

330 Hartnell Ave, Suite B Redding, CA 96001 www.ghd.com



Your ref: [0000] Our ref: 11184667

6 January 2023

Jessica Pecha Tehama County Public Works 9380 San Banito Avenue Gerber, CA 96035

RE: Agreement between the County of Tehama and GHD, Inc. for Engineering Service for 99W-South Main Street – Additional Work Summary

Dear Ms. Pecha.

During the course of this project, there has been additional work completed under current tasks and other additional scope items remaining to be completed by GHD and their sub consultants in order to finish out this project.

Per GHD's Scope of Work, the project's goal was for construction to be completed summer/fall 2021. However, due to COVID and Agency coordination delays, construction is now projected to be completed late 2024. COVID delayed and complicated the public outreach process and delayed the responsiveness in general of Caltrans and the other environmental permitting agencies. Furthermore, due to staff shortages and multiple staff changes at Caltrans, Caltrans review times and responsiveness has been much slower than originally anticipated. As an example, Tehama County had been requesting a revised Co-Op Agreement for 9 months before it had been provided. Tehama County also requested a letter of concurrence for the project approach for 9 months before it was received. These are just two examples of the many delays experienced coordinating with Caltrans. Many processes requiring Caltrans approval have taken up to five times longer than originally provided in the project schedule. Similar delays have also been experienced with other resource agencies that are required to review and approve this project.

Below is a summary of the additional work completed associated with this project. Some items are related to the project delay discussed above.

### Task 1 Project Management, Coordination and Documentation

As a result of the project timeline being extend for two additional years, there has been a substantial increase in the amount of time needed for project management, project/ team coordination, meetings and documentation.

### Task 4 Plans, Specifications and Engineer's Estimate Alternatives Analysis

Due to the process taking longer than anticipated, re-evaluating the traffic signal alternative and the roundabout alternatives was required. Caltrans also requested re-evaluation of the traffic signal alternative and roundabout alternative due to changes to Caltrans design standards following the approval of the original ICE document. GHD's preliminary design and Traffic Operations/ICE Report was submitted to Caltrans on February 6, 2020 for review. GHD received concurrence from Caltrans on May 21, 2020. Per GHD's Scope of Work, "GHD assumes that there will be no significant modifications to the design developed as part of the ICE process required by Caltrans". However, at a PDT Meeting on February 24, 2021, re-evaluation of the geometric design of the alternatives began. Several alternatives were developed and vetted through, County, City of Red Bluff and Caltrans staff before a final alternative was selected. Concurrence on the final roundabout geometry was reached at a focus meeting on September 2, 2021. From February 2021 to September 2021, GHD performed re-evaluation of the project alternatives. The re-

evaluation also required updating the traffic forecasts five more years due to the passage of time. The revised Traffic Operations/ICE Report was submitted October 15, 2021.

This re-evaluation of the project alternatives is additional work as the original scope of work stated that the roundabout alternative was the preferred alternative in the agreement between the County and GHD. GHD was hoping to absorb this work effort into our existing budget; however, it has become apparent we can no longer do that.

The following items are the additional services GHD has provided in order to develop the final alternative:

- Re-evaluate Traffic Signal Alternative
- Re-evaluation Roundabout Alternatives (4)
- Updated Traffic Operation Analysis Report
- Updated ICE Document

### South Main Street Redesign Effort #1 (to be consistent with roundabout redesign)

This modification to the project within the Red Bluff City limits to be a 4-lane section (agreement between Tehama County and City of Red Bluff occurred on September 30, 2021). These design modifications were incorporated into the 60% plans and affected Layouts, Typical Sections, Signing/Striping plans, Signal Layout, the surface, quantities, and estimate.

### South Main Street Redesign Effort #2 (to reduce construction cost)

During the PDT meeting on June 30, 2022, in an effort to reduce construction cost, GHD was directed again to modify the section to reduce the bike lane widths and to redesign the cross section to correct some grades considered too steep. Again, a very significant change to the plan sheets and surface design.

#### **Task 6 Environmental Services**

GHD and Enplan's Original Scope of work consisted of completion of the following deliverables: Preliminary Environment Study (PES), Air Quality Analysis, Cultural Resources Evaluation (ASR and HPSR), Wetland Delineation Report, Natural Environment Study (NES), Biological Assessment (BA), Phase 1 Environmental Site Assessment, Farmland Analysis, and a Community Impact Analysis (CIA).

All of the above deliverables were completed with the exception of the CIA. After detailed review, we determined in consultation with Caltrans that preparation of a CIA was not needed due to changes in the project design. However, several additional deliverables were required, which have been completed. These include a Visual Impact Analysis (VIA), Section 4(f) Memorandum, the California Transportation Commission Environmental Notice, a Resolution for CEQA adoption, and an Environmental Commitments Record.

Additionally, it was anticipated that the environmental studies would be completed in an approximate one-year time frame. However, COVID and Agency coordination delays as mentioned above, substantially increased the amount of time needed for project team coordination and project management, and also required revisions to work products to reflect changes in agency regulations and procedures.

Below is a summary of services that is required to complete the project.

### Task 1 Project Management, Coordination and Documentation

GHD will continue to perform Project Management tasks for the preparation of the Final Plans, Specifications and Estimate (PS&E) and assistance during Bidding. The general project management responsibilities include:

- Develop Project Team and direct the team's activities
- Prepare the Project Scope and ensure adherence to its requirements
- Prepare and keep master Project Schedule, updating as necessary
- Coordinate project status meetings
- Manage subconsultants
- Manage budget
- Implement Quality Assurance and Quality Control Measures

- Make presentations
- Prepare invoices and progress reports
- Coordination with County and PDT

### Task 4 Plans, Specifications and Engineer's Estimate

GHD will update the 95% PS&E based on the agreement and resolution of comments for final submittal of stamped plans and specifications to the County. This submittal will represent the final contract documents that will be issued by the County for bidding, award, and construction. Included the submittal will be full-size mylars, AutoCAD files, and reproducible documents needed for bidding. The 2022 Caltrans standard plans and specifications will be used.

### **Task 12 Environmental Permitting**

The County wishes for GHD to provide additional services during permitting. This additional work can include but is not limited to coordination with Agencies, attending meetings, providing additional exhibits, etc. GHD has budgeted approximately 40 hours to complete this task.

### Task 13 Assistance during Bidding

GHD will assist the County during the bidding process of the project to ensure the contractor understands all technical aspects of the plans and specifications. This work will include the following:

- Participate in pre-bid meetings for prospecting bidders to answer contractor and supplier technical questions
- Review of technical contractor and supplier submittals
- Coordinate through the County responses to contractor and supplier technical questions during the bidding prepare and addenda required
- Provide an drawings, modifications and clarifications during the bidding period

GHD has budgeted approximately 80 hours to complete this task.

### Task 14 Project Report (Optional Task)

Caltrans has further requested that the County/GHD complete a Project Report. At a PDT Meeting on February 24, 2022, it was determined that a Project Report will be required for project approval by Caltrans. GHD's scope assumed a Permit Engineering Evaluation Report (PEER) which was submitted to Caltrans on April 7, 2020. A Project Report is significantly more time consuming to prepare and is considered out of scope work and will require a contract amendment.

At the PDT Meeting on September 29, 2022, it was announced that a PEER would be acceptable for this project. However, the signed Cooperative Agreement states that a Project Report will be required. The Project Report is listed as an optional task in the event Caltrans determines it will be required for project approval.

#### Task 15 Project Phasing (Optional Task)

Due to project budget constraints, Tehama County has asked that the project be broken up into two (2) phases. Phase 1 includes all work within City of Red Bluff and Caltrans right of way (S. Main Street widening and roundabout). Phase 2 includes all work within Tehama County right of way (99W rehabilitation). In order to efficiently use the already allocated funding, Tehama County has also asked GHD to do some alternatives analysis to determine if any of the work in Phase 2 can be added to Phase 1.

If you have any questions or comments regarding this proposal, please feel free to contact me.

Regards,

Meghan Sigler, PE Project Manager

530.691.5790

Meghan.sigler@ghd.com

### **CONSULTANT COST PROPOSAL**

**Tehama County** 

Project No. 2708181 - RPSTPL 5908(100)

Date: 1/20/2023 GHD PRJ No: 2560

### ATTACHMENT IV

GHD Inc.



										Α	В	С	D							
	Class Prir	•	ger Staff	Staff	Technicians	Technical Apprentices		Purchases and Direct Costs		Total Direct	Inderect Costs	Total Direct + Indirect	Fee			Sub-Consu	Itants		Subtask Totals	Task Tot
	Ave. Rate 11	10.00 90.0	0 85.00	50.00	40.00	30.00	20.00							GHD						
ase Task Task Description														TOTAL	Environmental	+	-	Total		
											1.67	C+D	0.10	C+D	ENPLAN	MTJ	TJKM	Subs		
PM Coord & Documentation																				\$54,800
1.1 PM Coord & Documentation		40 64	80	34					218	18,660.00	31,158.47	49,818.47	4,981.85	\$54,800.32					\$54,800.32	
PS&E																				\$125,488
4.1 Final Design		40 80	178	320					618	42,730.00	71,350.55	114,080.55	11,408.06	\$125,488.61					\$125,488.61	
2 Environmental Permitting																				\$7,224
12.1 Assistance during Permitting		1 3	8	28					40	2,460.00	4,107.71	6,567.71	656.77	\$7,224.48					\$7,224.48	
3 Assistance During Bidding																				\$16,064
13.1 Assistance During Bidding		2 4	34	40					80	5,470.00	9,133.81	14,603.81	1,460.38	\$16,064.19					\$16,064.19	
4 Project Report (Optional Task)																				\$34,301
14.1 Project Report		4 16	80	60					160	11,680.00	19,503.26	31,183.26	3,118.33	\$34,301.59					\$34,301.59	
15 Project Phasing (Optional Task)																				\$33,009
15.1 Project Phasing		4 8	48	120					180	11,240.00	18,768.55	30,008.55	3,000.86	\$33,009.41					\$33,009.41	
					GHD's A	Inticipated S	Salary Incr	eases from	<b>EX 10H</b>	1,383.60	2,310.34	3,693.94	369.39	\$4,063.33						\$4,063.3
Purchases and Direct Costs																				
D Vehicle Mileage		00 miles @ \$0																		
E Employee Per Diem	5 da	ays @ \$136/da	у																	
Subtotal	Hours	91 175	428	602					1296.0											
Subtotal	Dollars \$10			\$30,100						03 633 60	156 332 60	240 056 20	24 005 64	\$274,951.93						\$274,951
-	Donars \$10	U,U IU \$15,7	JU	φου, 100						93,023.00	150,332.09	249,900.29	24,990.04	φ214,951.95			To	tal with O	ptional Tasks	
																	i otai Wi	mout Op	tional Tasks	\$207,640

- Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perfom the work.
  - 2. Vehicle mileage will be charged at the IRS rate.
  - 3. Employee per diem will be capped at the State of California's rates.
  - 4. It assumed that the above budgets will be shifted between Phases and Tasks to meet actual project needs.
  - 5. Rates will be increased annually.



Project Budget Tehama County

County Project No. 2708181

Date: 1/20/2023

GHD Prj No. 2560

Contract No.

**Total Cost** 

Consultant GHD Inc.

Consultant	GIID IIIC.						
DIRECT LABO	R						
JIKEOT EADO							
					Initial Average		
Classification	Name	Range (\$)	Hours		Hourly Rate (\$)		Total
		75.00					
Principal	Various	120.00	91	@	110.00	\$	10,010.0
	.,	55.00	475		00.00	•	45 750 0
Proj Manager	Various	110.00	175	@	90.00	\$	15,750.0
Senior Prof Staff	Various	50.00 100.00	400	@	95.00	\$	26 200 0
Assist Prof	Various	30.00	428	@	85.00	Φ	36,380.0
Staff	Various	80.00	602	@	50.00	\$	30,100.0
Jian	Various	20.00		w		Ψ	30,100.0
Technicians	Various	50.00	0	@	40.00	\$	_
Technical	7 41.10 410	12.00		•			
Apprentice	Various	30.00	0	@	30.00	\$	-
•••		12.00		Ŭ			
Admin Support	Various	50.00	0	@	20.00	\$	-
	Subtotal Hours	<u></u> -	1296				
						_	
	A (*				irect Labor Costs	\$	92,240.0
	Antic	ipated Salary Increase	s (see attache			_	\$1,383.6
				i otai D	irect Labor Costs	\$	93,623.6
ndirect Rate			Rate		Total		
	+Overboad+C 8 A )		166.98%		\$ 156,332.69		
rillige bellellis	s+Overhead+G&A)	Tot	al Indirect Co	ete	φ 150,532.09	\$	156,332.6
		100	ai ilidilect co	313		Ψ	130,332.0
EE							
			Rate		Total		
			10.00%		\$ 24,995.63		
			Total Fee			\$	24,995.6
							<u> </u>
GHD SUBTOTA	AL DIRECT LABOR + I	NDIRECT + FEE					
						\$	274,951.9
OTHER DIREC	T COSTS						
					_		
Postage and Co	ourier Services				\$ -		
Reproduction					\$ -		
_ab Tests					\$ - \$ -		
√ehicle Mileage							
Employee Per [	Diem	T-4	-1 045 04	_	\$ -	•	
		lot	al Other Cost	S		\$	-
SUBCONSULT	ANT COSTS						
JOBCONSULI	ENPLAN Enviormenta	al Services				\$	_
	LINI LAIN LIIVIOIIIIGIILO	AI COI VICOS	Tot	al Subo	onsultants' Costs	\$	
			100	ai Gubt	onounanto Oosts	Ψ	
Total Cost							
- 34 30.							
<b>.</b>						_	0=40=44

Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.

274,951.92

### Project Budget Tehama County

County Project No. 2708181

Date: January 20, 2023

GHD Prj No. 2560



272

Consultant Name: GHD Inc.

### 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

DL <u>Subtotal</u> per		<b>Total Hours per Cost</b>			
Cost Proposal	_	Proposal		Avg Hourly Rate	
\$ 92,240.00	/	1296	=	\$71.17	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg l	nourly Rates		Proposed Escalation			
Year 1	\$71.17	+	3%	=	\$73.31	Year 2 - Avg Hrly Rate
Year 2	\$73.31	+	3%	=	\$75.51	Year 3 - Avg Hrly Rate
Year 3	\$75.51	+	3%	=	\$77.77	Year 4 - Avg Hrly Rate
Year 4	\$77.77	+	3%	=	\$80.11	Year 5 - Avg Hrly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

			/ (		, , , , , , , , , , , , , , , , , , , ,	
Estim	ated % of DL		Total Hours per Cost			
Comple	eted Each Year		Proposal			
Year 1	50.0%	*	1296	=	648	Estimated Hours Year 1
Year 2	50.0%	*	1296	=	648	Estimated Hours Year 2
Year 3	0.0%	*	1296	=	0	Estimated Hours Year 3
Year 4	0.0%	*	1296	=	0	Estimated Hours Year 4
Year 5	0.0%	*	1296	=	0	Estimated Hours Year 5
Tota	l 100.0%		Т	otal	1296	hrs

### 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg	Hourly Rate		Estimated hours	5		
(calcı	ulated above)	(0	calculated above	e)		
Year 1	\$71.17	*	648	=	\$46,120.00	
Year 2	\$73.31	*	648	=	\$47,503.60	
Year 3	\$75.51	*	0	=	\$0.00	
Year 4	\$77.77	*	0	=	\$0.00	
Year 5	\$80.11	*	0	=	\$0.00	_
	Estimated	Direct Labo	r Costs With Esc	calation	\$93,623.60	
	Direc	t Labor Sub	total before esc	calation	\$92,240.00	_
Re	ecalculated Esc	alation w/o	Overhead Rate	& Fees	\$1,383.60	
		Indirect Costs			\$2,310.34	
			Total Direct + I	Indirect	\$3,693.94	
				Fee	\$369.39	
		Total Antici	pated Salary In	creases	\$4,063.33	Estimated total Salary Increases

### **EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Tehama County Public V	Vorks	_ 2. Contract DBE Goal: 6%	
3. Project Description: 99W Reconstruction f	rom Gyle Road to the	South Main Street & I-5 Overcrossing	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
4. Project Location: 99W in Tehama County I	Between Gyle Raod r	north to Interstate 5	W. Barrie
5. Consultant's Name: GHD Inc.	6. Prime Certifie	ed DBE:   7. Total Contract Award Amount:	\$1,063,075.69
8. Total Dollar Amount for <u>ALL</u> Subconsultants: \$	71,321.82	9. Total Number of <u>ALL</u> Subconsultants: 1	
10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Signal and Lighting	40772	TJKM - 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588,	\$ 71,321.82
	rest in the second second		
		g termingen to be it in receive derive it.	S
		Fig. 1. Control of the second	
	* of the same of the same	and the second second	
Local Agency to Complete this	Section		\$71,321.82
20. Local Agency Contract 2023 -	4	14. TOTAL CLAIMED DBE PARTICIPATION	Ψ71,321.0
21. Federal-Aid Project Number: 5908 (10 22. Contract Execution Date: 3/14/23	signed by the condor eparing and signing t	14. TOTAL SEALINED DELY ACTION ATTON	6.70 %
Local Agency certifies that all DBE certifications are this form is complete and accurate.	valid and information on	IMPORTANT: Identify all DBE firms being claime regardless of tier. Written confirmation of each lis required.	
LReda	3/14/23	1/27/2	23
23 Local Agency Representative's Signature 24	3/14/23 I. Date	15. Preparer's Signature 16. Date	<b>9</b>
JEBSICA PECHA 5	30-385-1462 3. Phone	1 0	91-5790
	6. Phone	17. Preparer's Name 18. Pho	ne
SR CIVIL ENGL		Project Manager	
27. Local Agency Representative's Title	CRITISHED > DED FILLE PLE	19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

### INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

### CONSULTANT SECTION

- 1. Local Agency Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal Enter the contract DBE goal percentage as it appears on the project advertisement.
- **3. Project Description** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- **4. Project Location** Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name Enter the consultant's firm name.
- **6. Prime Certified DBE** Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants Enter the total dollar amount for all subcontracted consultants.
- SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- **9. Total number of** <u>ALL</u> **subconsultants** Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- **11. DBE Certification Number** Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- **12. DBE Contact Information** Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- **13. DBE Dollar Amount** Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- **14. Total Claimed DBE Participation** \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information Good Faith Efforts of the LAPM).
- **15. Preparer's Signature** The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- **16. Date** Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title Enter the position/title of the person signing the consultant's DBE commitment form.

### **LOCAL AGENCY SECTION**

- **20. Local Agency Contract Number** Enter the Local Agency contract number or identifier.
- **21. Federal-Aid Project Number** Enter the Federal-Aid Project Number.
- **22.** Contract Execution Date Enter the date the contract was executed.
- **23.** Local Agency Representative's Signature The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date Enter the date the DBE commitment form is signed by the Local Agency Representative.
- **25.** Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- **26. Phone** Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- **27.** Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

### **E-Contract Review Approval as to Form**

Department Name:

Tehama County Public Works - Roads

Vendor Name:

GHD Amendment No. 2

Contract Description: ENGINEERING SERVICES ON 99W-SOUTH MAIN STREET

Date: 2/2/23

APPROVED AS TO FORM:

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel

### **AMENDMENT NO. 1**

## TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND GHD, INC.

This Amendment No. 1 to Road Agreement Number 2018-16, dated December 4, 2018, between the County of Tehama, through its Department of Public Works (LOCAL AGENCY) and GHD, Inc. (CONSULTANT), for the purpose of providing engineering services on the 99W-South Main Street Project, shall be amended as set forth herein.

### ARTICLE I. INTRODUCTION

B. The work performed under this contract by CONSULTANT is amended to provide an additional scope of work for the 99W-South Main Street Project as set forth in "Attachment III" attached herein.

### ARTICLE V. ALLOWABLE COSTS AND PAYMENTS

- B. The fixed fee paid to CONSULTANT is amended to provide for an increase in the amount of \$5,114.84 as shown on "Attachment III" attached hereto. The increase in compensation shall be effective as of May 1, 2021 through the termination date of December 4, 2023. In no event shall the maximum compensation under this Agreement exceed \$53,662.40.
- H. The total amount payable to CONSULTANT including fixed fee is amended to provide for an increase in the amount of \$87,114.53 as shown on "Attachment III" attached hereto. The increase in compensation shall be effective as of May 1, 2021 through the termination date of December 4, 2023. In no event shall the maximum compensation under this Agreement including fixed fee exceed \$784,364.49.

### **ARTICLE XXXII. NOTIFICATION**

CONSULTANT:

GHD INC.

DOUGLAS J RIES, PE, PRINCIPAL 330 HARTNELL AVENUE, SUITE B

REDDING CA 96002

All other terms, conditions, and provisions of Road Agreement Number 2018-16 shall remain unchanged.

This Amendment No. 1, together with Road Agreement Number 2018-16, constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Original Agreement and all Attachments to the Original Agreement. This Amendment and the Agreement may not be further modified except in writing signed by both parties.

Date: 5-24-21

**IN WITNESS WHEREOF, COUNTY** and CONSULTANT have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

JAMES N. SIMON, PE

DIRECTOR OF PUBLIC WORKS

CONSULTANT

DOUGLAS J RIES, PE

PRINCIPAL GHD, INC.

2



April 7, 2021

Jessica Pecha Senior Civil Engineer Tehama County Public Works 9380 San Benito Avenue Gerber, CA 96035

RE: Amendment to Agreement Between the County of Tehama and GHD, Inc. for Engineering Services for 99W-South Main Street – Additional Services.

Dear Ms. Pecha,

The following is a proposed amendment for additional services for the 99W and South Main Street project.

### Scope of Work - Additional Services - Public Outreach Program

The County desires to develop a public outreach program consisting of holding a stakeholders meeting followed by two or three public workshops to present both the roundabout and traffic signal solutions for the S. Main Street / I-5 Northbound Ramps intersection. The first part of this process will involve working with the County to identify key stakeholders, community groups, and channels of outreach (such as community newspapers, etc.) that will be part of the outreach effort. This list will be used to develop a database of stakeholders, media, elected officials, and other interested parties who wish to be kept apprised of project outreach progress. GHD will work with County staff to implement a public outreach program as detailed below. It is assumed the County will organize and arrange for the specific public meeting venue(s), mailing/advertising meeting notices and maintaining the outreach contact lists. GHD will provide exhibits, education materials, and the presentation(s) on the traffic signal and roundabout alternatives. If desired, GHD can assist County staff in establishing a project website by preparing content to upload to a project website hosted and maintained by the County. To encourage the most engagement possible, it is recommended that the County also plan to host some type of "digital meeting experience". This could be by broadcasting the meeting in a similar fashion to how the Board of Supervisors and/or City of Red Bluff currently broadcast their public meetings during COVID. If desired, GHD can expand this scope and budget to provide a digital platform (Zoom or Teams) and provide separate personnel to facilitate the digital meeting process. For clarification, the Public Outreach Program described in the Amendment dovetails with the existing Agreement Task 1.2.2 Public Meetings, which covers attending and presenting at three Public Agency Meetings: the Tehama County Transportation Commission, the County Board of Supervisors and the City Council at the end of the Public Outreach Program.

### **Task 1.2.3 Stakeholders Meeting**

Before beginning the sequence of general public workshops, a meeting should be held with nearby, major stakeholder who frequently use this intersection; especially those businesses who are associated with large truck usage. The purpose of this meeting will be to show these stakeholders how the various design vehicles are expected to navigate through the intersection, solicit comments/concerns and answer any questions that they have. Potential stakeholders who the County would likely want to include at this meeting are the local emergency response personnel (police and fire) as well as local business including Ben's

Truck Repair, I-5 rentals, Walmart, St. Elizabeth Community Hospital, and other frequent users of this intersection.

### Task 1.2.4 Public Workshop #1

The first public workshop would serve as an introduction of the project to the general public, with an explanation of how the traffic signal and roundabout intersections would operate. The first workshop is intended to be mostly an educational workshop aimed at explaining the project and reviewing the potential solutions. General comparisons of the advantages/disadvantages of each alternative will be presented to the public; followed by "table" time around exhibits where public comments and concerns will be captured on either "sticky notes" applied to the exhibits or written comment cards. We envision two to three separate "stations" where individuals can discuss, one on one, the pros and cons for each alternative. All comments and concerns received from Public Workshop #1 will be summarized for presentation at the second Public Workshop. We will, of course have to determine how we can hold this workshop in a COVID safe manner; otherwise, the exact format previously described may have to be modified. This Public Workshop meeting and all that follow will have to be held in compliance with local and state COVID restrictions. We would look to the County and City personnel to enforce these restrictions and deny entry to any public participant who is not willing to comply.

### Task 1.2.5 Public Workshop #2

The second public workshop will be focused on presenting the "County staff" preferred alternative to the public and offering a second chance for the public to provide comments note concerns. This workshop will also be partially an educational workshop, aimed at explaining the project and reviewing the potential solutions for those who did not attend the first public workshop. Comments received from the first public workshop will be summarized and responses/answers provided during the second public workshop if appropriate. Comments received at the second public workshop, along with those received from the first public workshop, will be summarized for presentation to the Tehama County Transportation Commission (TCTC), the Board of Supervisors, and Red Bluff City Council. The presentations to the TCTC, the Board and Council are already included in the original Scope of Work Task 1.2.2 Public Meetings.

### Task 1.2.6 Public Workshop #3 (Optional)

Depending on the outcome of the first 2 public workshops, GHD is available to prepare for and lead a third public workshop should the County wish to do so. The purpose of these public workshops is to give the public a forum to express their concerns and provide comments. This will allow the project team to incorporate design changes to mitigate concerns, to the extent feasible, early in the design process, regardless of which alternative is ultimately chosen as the "preferred alternative".

#### *Task 1.2.3-1.2.6 Assumptions:*

- City will provide notifications to the meeting attendees.
- City will print and mail and/or email all meeting notices.
- City will provide, manage and update a project website (if desired).

### *Task* 1.2.3 – 1.2.6 *Deliverables:*

• GHD attendance and PowerPoint presentations at the meetings noted above.

- Facilitation of "comment collection" from the public.
- Meeting informational materials.
- Preparation of comment summary following the meetings

### Task 1.2.7 Vehicular simulation model (VISSIM) (Optional)

It is highly recommended that the County have a VISSIM model prepared to help the public and elected officials view anticipated traffic operations for both the traffic signal and roundabout alternatives. GHD is prepared to create these comparison "simulation models" under this optional task. The models would be prepared for either the AM or PM future traffic conditions, whichever condition is deemed worst case. These traffic simulations comparisons would be incorporated into all Public Meeting/Workshop presentations.

### **Task 6.5 Prepare CEQA Documentation**

Under this task, GHD's Environmental Consultant, ENPLAN provide for the completion of the CEQA documentation necessary for the 99W/South Main Street Reconstruction Project. The CEQA documentation will incorporate and extend the environmental studies ENPLAN is currently completing under the Caltrans Local Assistance program. Please see attached Scope of Work and Budget from ENPLAN.

### Fee

The estimated GHD fee for professional services for Amendment #1 is \$90,873.80, including all optional tasks. See the attachment for a breakdown of the estimated fee.

If you have any questions or comments regarding this proposal, please free to contact me at 530-219-1090.

Sincerely,

GHD

Douglas J Ries, PE Project Principal

Attachments: ENPLAN Proposal to Prepare CEQA Documentation

Consultant Cost Proposal for Amendment #1

GHD Exhibit 10-H ENPLAN Exhibit 10-H

ougles frie



430-23 April 7, 2021

**Doug Ries, PE** GHD PO Box 1407 Roseville CA 95678

SUBJECT: Proposal to Prepare CEQA Documentation for the 99W/South Main Street Reconstruction Project

In response to your request, ENPLAN is pleased to provide you with a work scope and cost estimate for completion of CEQA documentation addressing the 99W/South Main Street Reconstruction Project (project). The CEQA documentation will incorporate and extend the environmental studies we are completing under the Caltrans Local Assistance program.

Work would include rehabilitating the pavement along 99W from Gyle Road north to the Interstate 5 (I-5) Interchange located within the City of Red Bluff. Within the County limits, the project would also improve safety by replacing and extending existing guardrails with new guardrails meeting currently specified guardrail standards. As the project enters the City of Red Bluff, the roadway name changes from 99W to South Main Street, and within these limits the project would include rehabilitating and widening South Main Street, enhancements to bicyclist and pedestrian facilities, signal modifications at Sister Mary Columba Drive, and a roundabout at the intersection of South Main Street and the I-5 northbound ramps to facilitate efficient traffic flow.

ENPLAN will prepare an Initial Study and Mitigated Negative Declaration (IS/MND) addressing the proposed project that will include the following components: introduction, project description, impact analyses, and supporting documentation. The IS/MND will rely in part on the technical studies we are currently completing under the Caltrans Local Assistance program and will extend the work to address aesthetics, agricultural and forestry resources, energy, geology/soils, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, utilities/service systems, and wildfire hazards. Direct, indirect, and cumulative impacts will be analyzed. The administrative draft IS/MND will be provided to GHD and local agency staff for review, and we will then revise the document as warranted.

Up to 10 bound copies and 10 CDs of the IS/MND will be prepared for local agency staff. ENPLAN will prepare the Notice of Availability/Intent to Adopt the MND and circulate the report to appropriate entities. We will submit the IS/MND, Notice of Completion, and related documents through the State Clearinghouse's on-line submittal program. We will also draft a newspaper notice for publication by Tehama County.

Upon close of the review period, we will prepare responses to public and agency comments; we have allocated up to 16 hours for responding to comments. A memorandum consisting of the responses to comments and a final Mitigation Monitoring and Reporting Program will be submitted to the local agencies. ENPLAN will attend one public meeting to present our findings and recommendations and respond to questions that may arise. Upon adoption of the MND, ENPLAN will prepare a Notice of Determination for submittal to the State Clearinghouse and Tehama County Clerk; posting of this notice starts the 30-day statute of limitations on court challenges to the approval under CEQA.

### **COST ESTIMATE**

We propose to complete the tasks described above on a time and materials basis for an estimated cost of \$32,258.58; our anticipated cost allocation is shown on the attached spreadsheet. Our cost estimate does not include regulatory agency permit preparation or permit fees. If additional studies and/or tasks are determined to be necessary, we will provide a separate cost estimate at that time.

Doug Ries April 7, 2021 Page 2

Please contact me at **530.221.0440**, **ext. 7102**, or <u>dburk@enplan.com</u> if you have any questions regarding our proposal.

Sincerely,

**Donald Burk** 

**Environmental Services Manager** 

Enclosure

## **CONSULTANT COST PROPOSAL**

**Tehama County** 

Project No. 2708181 - RPSTPL 5908(100)

Project Budget - Amendment #1

Date: 4/7/2021 GHD PRJ No: 2560

10 110 110									GHD	Inc.												
												Α	В	С	D							
		Class	Principal	Project Manager	Senior Professional Staff	Assistant Professional Staff	Technicians	Technical Apprentices	Admin Support	Purchases and Direct Costs	Total Hours	Total Direct	Inderect Costs	Total Direct + Indirect	Fee			Sub-Consult	ants		Subtask Totals	Task Total
		Ave. Rate	95.00	85.00	70.00	50.00	40.00	30.00	20.00							GHD			1			
hase Task	Task Description															TOTAL	Environmental		_	Total		
													1.67	C+D	0.10	C+D	ENPLAN	MTJ	TJKM	Subs		
	ect Management, Coordination and	l Docume	ntation									_										\$49,998.70
1.2.3	9		6	12		48			4		70	4,070.00	6,796.09			\$11,952.70					\$11,952.70	
1.2.4	Public Workshop #1		6	12		32			4		54	3,270.00	5,460.25	8,730.25	873.03	\$9,603.28					\$9,603.28	
1.2.5	Public Workshop #2		6	12		28			4		50	3,070.00	5,126.29		819.63	\$9,015.92					\$9,015.92	
1.2.6	,		5	8		24			4		41	2,435.00	4,065.96	6,500.96	650.10	\$7,151.06					\$7,151.06	
1.2.7	Vehicular Simulation Model (Optional	)	2	2	16	34	16	12			82	4,180.00	6,979.76	11,159.76	1,115.98	\$12,275.74					\$12,275.74	
6 Envi	ronmental Services																					\$37,691.6
6.5	CEQA Document and Processing		2	4	16	4					26	1,850.00	3,089.13	4,939.13	493.91	\$5,433.04	\$32,258.58			\$32,259	\$37,691.62	
•	•						GHD's	Anticipated S	Salary Inci	eases from I	EX 10H	283.13	472.76	755.89	75.59			•	•			\$831.48
Purc	hases and Direct Costs							•						· · · · · ·		·						\$2,352.00
D	Vehicle Mileage		2.500 mile	es @ \$0.56/r	mile					\$1,400.00		T		Г		\$1,400.00					\$1,400.00	
Ē	Employee Per Diem		5 days @ \$							\$952.00						\$952.00					\$952.00	
				-								•										
	Subtotal	Hours	27	50	32	170	16	12	16		323.0											
		Dollars	\$2,565	\$4,250	\$2,240	\$8,500	\$640	\$360	\$320	\$2,352.00		19,158.13	31,990.24	51,148.37	5,114.85	\$58,615.22	\$32,258.58			\$32,259		\$90,873.80
																			DBE % =		(check)	\$90,873.80

1.2.6 Less Optional Task 1.2.6

1.2.7 Less Optional Task 1.2.7

Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perfom the work.

- 2. Vehicle mileage will be charged at the IRS rate.
- 3. Employee per diem will be capped at the State of California's rates.
- 4. It assumed that the above budgets will be shifted between Phases and Tasks to meet actual project needs.

Page 1 283

Less Optional Task 1.2.6 (Public Workshop #3)

Less Optional Task 1.2.7 (Vehicular Simulation)

\$83,722.74

\$71,447.00

(\$7,151.06)

(\$12,275.74)



**Project Budget** 

**Tehama County** 

County Project No. 2708181

Date: 4/7/2021 GHD Prj No. 2560

Contract No.

Consultant GHD Inc.

### **DIRECT LABOR**

Classification	Name	F	Range (\$)	Hours		Initial Average Hourly Rate (\$)		Total
		7 – Ė	75.00		_	πουπή πουσ (ψ)		
Principal	Various		110.00	27		95.00	\$	2,565.00
'		1	60.00		_			,
Proj Manager	Various		95.00	50		85.00	\$	4,250.00
Senior Prof		1	50.00	-	_			,
Staff	Various		90.00	32		70.00	\$	2,240.00
Assist Prof		7	30.00		_			·
Staff	Various		60.00	170	@	50.00	\$	8,500.00
		7 F	20.00		_			
Technicians	Various		50.00	16	@	40.00	\$	640.00
Technical		7	12.00		_		-	
Apprentice	Various		25.00	12	@	30.00	\$	360.00
		7	12.00		_		-	
Admin Support	Various		30.00	16	@	20.00	\$	320.00
	Subtotal Hour	⊒ ⊑ S		323	_			
		_			Subtotal [	Direct Labor Costs	\$	18,875.00
		Anticipated Sa	alary Incre	ases (see attac	hed calc	ulation on page 2)		\$283.13
					Total [	Direct Labor Costs	\$	19,158.13
Indirect Rate				Rate		Total		
(Fringe Benefits	s+Overhead+G&A)			166.98%	6	\$ 31,990.25		
			•	Total Indirect C	osts		\$	31,990.25
FEE								
				Rate		Total		
				10.00%	6	\$ 5,114.84		
				Total Fee			\$	5,114.84
<b>GHD SUBTOTA</b>	AL DIRECT LABO	R + INDIRECT	+ FEE					
							\$	56,263.22
<b>OTHER DIREC</b>	T COSTS							
Postage and Co	ourier Services					\$ -		
Reproduction						\$ -		
Lab Tests						\$ -		
Vehicle Mileage	)					\$ 1,400.00		
Employee Per [						\$ 1,400.00 \$ 952.00		
, ,				Total Other Cos	sts		\$	2,352.00
								,
<b>SUBCONSULT</b>	ANT COSTS							
	ENPLAN Enviorr	nental Service	S				\$	32,258.58
				To	otal Subo	consultants' Costs	\$	32,258.58
				•			<u> </u>	· ,
<b>Total Cost</b>								
Total Cost							\$	90,873.80

Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.

### Project Budget Tehama County

County Project No. 2708181

Date: April 7, 2021

GHD Prj No. 2560



Consultant Name: GHD Inc.

### 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

DL <u>Subtotal</u> per		Total Hours per Cost			
 Cost Proposal		Proposal		Avg Hourly Rate	
\$ 18,875.00	/	323	=	\$58.44	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg	hourly Rates		Proposed Escalation			
Year 1	\$58.44	+	3%	=	\$60.19	Year 2 - Avg Hrly Rate
Year 2	\$60.19	+	3%	=	\$62.00	Year 3 - Avg Hrly Rate
Year 3	\$62.00	+	3%	=	\$63.86	Year 4 - Avg Hrly Rate
Year 4	\$63.86	+	3%	=	\$65.77	Year 5 - Avg Hrly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estim	ated % of DL		Total Hours per Cost			
Comple	ted Each Year		Proposal			
Year 1	50.0%	*	323	=	161.5	Estimated Hours Year 1
Year 2	50.0%	*	323	=	161.5	Estimated Hours Year 2
Year 3	0.0%	*	323	=	0	Estimated Hours Year 3
Year 4	0.0%	*	323	=	0	Estimated Hours Year 4
Year 5	0.0%	*	323	= _	0	Estimated Hours Year 5
Tota	l 100.0%		Т	otal	323	hrs

### 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

•	Hourly Rate		Estimated hours			
(calcı	ılated above)	((	calculated above	2)		
Year 1	\$58.44	*	161.5	=	\$9,437.50	
Year 2	\$60.19	*	161.5	=	\$9,720.63	
Year 3	\$62.00	*	0	=	\$0.00	
Year 4	\$63.86	*	0	=	\$0.00	
Year 5	\$65.77	*	0	= _	\$0.00	_
	Estimated	Direct Labo	r Costs With Esc	alation	\$19,158.13	
	Direc	t Labor Sub	total before esc	alation _	\$18,875.00	
Recalculated Escalation w/o Overhead Rate & Fees					\$283.13	
Indirect Costs					\$472.76	
			Total Direct + I	ndirect	\$755.89	
		Fee			\$75.59	
	•	Total Antici	ipated Salary Inc	reases	\$831.48	Estimated total Salary Increases

### Exhibit 10-H Cost Proposal

### Actual Cost-Plus-Fixed-Fee or Lump Sum (Firm Fixed Price) Contracts

Note: Mark-ups are Not Allowed

Consultant: ENPLAN Contract Number: TBD Date: April 7, 2021

### **Tehama County 99W and South Main Reconstruction Project**

#### **DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Environmental Services Manager	Donald Burk	45	\$ 58.45	\$ 2,630.25
Senior Environmental Planner	Carla Thompson	87	\$ 32.25	\$ 2,805.75
Environmental Planner/Scientist II	Allison Loveless	0	\$ 26.00	\$ .00
Environmental Planner/Scientist III	Kiara Cuerpo-Hadsall	189	\$ 22.00	\$ 4,158.00
Archaeologist	Evan Wiant	0	\$ 27.50	\$ .00
Env Scientist/ESA Manager	Amy Lee	0	\$ 35.00	\$ .00
GIS Technician	Staff	12	\$ 30.00	\$ 360.00
Production Manager	Staff	9	\$ 23.00	\$ 207.00

342

LA	BO	R	CO	ST	۲S

a) Subtotal Direct Labor Costs \$ 10,161.00 \$ 10,161.00 \$ 460.05

ψ 100.00

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 10,621.05

### **FRINGE BENEFITS**

d) Fringe Benefits: % Rate= 32.8 e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$3,483.70

#### **INDIRECT COSTS**

f) Overhead: % Rate= 90.7 g) Overhead [(c) x (f)] \$ 9,633.29 h) General & Administrative: Rate= 50.9 i) Gen & Admin [(c) x (h)] \$ 5,406.11

j) **TOTAL INDIRECT COSTS** [(e)+ (g) + (i)] \$18,523.11

FEE (Profit)

q) % Rate: 10 k) **TOTAL FIXED PROFIT** [[(c)+ (j)] x (q)] \$ 2,914.42

### **OTHER DIRECT COSTS (ODC)**

### **Description**

I) Travel/Mileage Costs (supported by consultant actual costs)

m) Equipment Rental and Supplies (itemize)

\$ 200.00

286

- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.
- o) Laboratories/Services
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime)

Total Costs \$ 32,258.58

Overhead rate has not been audited by the Caltrans Division of Audits & Investigations or other equivalent method.

Page 1 of 2 ENPLAN

**Tehama County** 

County Project No. 2708181

Exhibit 10H Salary Increase Calculation

Date: 4/7/2021

Consultant Name: ENPLAN

### 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	DL <u>Subtotal</u> per		Total Hours per Cost			
	Cost Proposal		Proposal		Avg Hourly Rate	
\$	10,161.00	/	342	=	\$29.71	Year 1 Avg Hourly Rate

### 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg hourly Rates		Proposed Escalation				
Year 1	\$29.71	+	3%	=	\$30.60	Year 2 - Avg Hrly Rate
Year 2	\$30.60	+	3%	=	\$31.52	Year 3 - Avg Hrly Rate
Year 3	\$31.52	+	3%	=	\$32.47	Year 4 - Avg Hrly Rate
Year 4	\$32.47	+	3%	=	\$33.44	Year 5 - Avg Hrly Rate

### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estimated % of DL		Total Hours per Cost			
Completed Each Year		Proposal			
Year 1 50.0%	*	342	=	171	Estimated Hours Year 1
Year 2 50.0%	*	342	=	171	Estimated Hours Year 2
Year 3 0.0%	*	342	=	0	Estimated Hours Year 3
Year 4 0.0%	*	342	=	0	Estimated Hours Year 4
Year 5 0.0%	*	342	= _	0	Estimated Hours Year 5
Total 100.0%		T	otal	342	hrs

### 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate			Estimated hours	5		
(calculated above)		(0	calculated above	e)		
Year 1	\$29.71	*	171	=	\$5,080.50	
Year 2	\$30.60	*	171	=	\$5,232.92	
Year 3	\$31.52	*	0	=	\$0.00	
Year 4	\$32.47	*	0	=	\$0.00	
Year 5	\$33.44	*	0	= _	\$0.00	_
	Estimated	l Direct Labo	r Costs With Es	\$10,313.42		
	Dire	ct Labor Sub	total before es	\$10,161.00	_	
Re	ecalculated Es	calation w/o	Overhead Rate	\$152.42		
			Indire	\$265.81		
			Total Direct +	\$418.23		
Fee					\$41.82	
Total Anticipated Salary Increases					\$460.05	Estimated total Salary Increases

Page 2 of 2 ENPLAN

287

# E-Contract Review Approval as to Form

4/28/21

Department Name: Tehama C

Tehama County Department of Public Works

Vendor Name:

GHD, Inc.

Contract Description: Engineering Services for 99W - S Main

APPROVED AS TO FORM:

Office of the Tehama County Counsel

Daniel B. Klausner, Senior Deputy County Counsel



# TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS GERBER, CALIFORNIA

# AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND GHD, INC.

FOR ENGINEERING SERVICES ON 99W-SOUTH MAIN STREET

FEDERAL AID PROJECT NUMBER RPSTPL 5908(100)

**COUNTY PROJECT NUMBER 2708181** 

#### ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows: **GHD, Inc.** incorporated in the State of California. The Project Manager for the "CONSULTANT" will be **Russ Wenham, PE.** 

The name of the "LOCAL AGENCY" is as follows: **Tehama County, through its Department of Public Works**.

The Contract Administrator for LOCAL AGENCY will be: Kevin Rosser, Senior Civil Engineer.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated *9/11/2018*. The approved CONSULTANT's Cost Proposal and Scope of Work is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this contract, this contract shall take precedence.
- C. CONSULTANT 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 consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Consultant shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Consultant 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 Consultant's "independent consultant" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Notwithstanding the foregoing, to the extent that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code section 2782.8.

- D. CONSULTANT shall, during the entire term of this agreement, be construed to be an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LOCAL AGENCY to exercise discretion or control over the professional manner in which CONSULTANT performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by CONSULTANT 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. CONSULTANT 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 CONSULTANT, if CONSULTANT were a LOCAL AGENCY employee. LOCAL AGENCY shall not be liable for deductions for any amount for any purpose from CONSULTANT'S compensation. CONSULTANT shall not be eligible for coverage under LOCAL AGENCY's Workers Compensation Insurance Plan nor shall CONSULTANT be eligible for any other LOCAL AGENCY benefit.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

#### ARTICLE II STATEMENT OF WORK

#### A. Consultant Services

In general, the engineering design services include the rehabilitation of pavement on 99W from Gyle Road to the Interstate 5 overcrossing on South Main Street in Red Bluff, improve the capacity and safety of South Main Street, improve the freeway ramp intersection safety and future growth, while minimizing the environmental impacts.

The consultant shall coordinate with Caltrans, city of Red Bluff, Local Agency, resource agencies, and citizenry; provide pavement design reports; prepare Plans, Specifications, and Estimate using the most current Caltrans Standards; coordinate and prepare utility relocation plans; provide environmental documentation; prepare storm drainage analysis; coordinate with Caltrans Permit Engineering Evaluation Report; provide public outreach, and assist the Local Agency to prepare requests for authorization.

#### B. Right of Way

The scope assumes no right of way nor temporary construction easements. Consultant will assist Local Agency with R/W certification.

#### C. Surveys

The scope assumes the Local Agency will provide surveying, potholing, base mapping, and R/W engineering.

#### D. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

#### E. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

#### F. Consultant Services During Construction

As advertised in the Request for Proposals Construction Support Services may be included in a future amendment.

#### G. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, the State, and FHWA. This includes preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

#### H. Deliverables and Number of Copies

Most documents will be in electronic format (Microsoft Office, PDF, etc.). The contract allows for up to 12 hard copies of PS&E package in 11"x17" and 3 full-size sets.

#### I. Standards of the Profession

Consultant 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 Consultant has been properly licensed to practice.

#### J. Licensing or Accreditation

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

#### K. Miscellaneous Provisions

The Consultant is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, the Consultant is required to comply with Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

#### ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

# ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on date of signing by LOCAL AGENCY and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end **FIVE YEARS AFTER LOCAL AGENCY SIGNING**, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

#### ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of** \$48,547.56. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If

- CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Tehama County Public Works Kevin Rosser, Senior Civil Engineer 9380 San Benito Avenue Gerber, CA 96035

- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$697,249.96.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

# ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

#### ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

#### ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

# ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

#### ARTICLE XII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>.

# ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally,

- CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

# ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

# ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

#### ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the

- 5applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation Title 49 Code of Federal Regulations, Part 21 Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

# ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

# ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 6%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

#### ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

#### ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### ARTICLE XXV INSURANCE

Consultant shall procure and maintain insurance pursuant to <u>Attachment II</u>, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

#### ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

# ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

#### ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

### ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

#### ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

## ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

GHD, INC. RUSS WENHAM, PE, PROJECT MANAGER

330 HARTNELL AVENUE REDDING, CA 96002

LOCAL AGENCY:

TEHAMA COUNTY PUBLIC WORKS

KEVIN ROSSER, CONTRACT ADMINISTRATOR

9380 SAN BENITO AVENUE

GERBER, CA 96035

### ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

### ARTICLE XXXIV SIGNATURES

**IN WITNESS WHEREOF**, Local Agency and Consultant have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

TIMOTHY MCSORLEY, PE DIRECTOR OF PUBLIC WORKS

BILLETON OF TEBLIC WOR

GHD. INC.

DOUGLAS RIES, PE PRINCIPAL IN CHARGE Date: 11-26-18

Date: \_\_\_\_12.4.18

# **Project Understanding**

#### Goals:

The County desires to:

- 1. Rehabilitate the pavement on 99W, from Gyle Road to the I-5 overcrossing.
- 2. Improve capacity and safety within the city limits.
- Improve the freeway ramp intersection to result in improved safety and to meet future traffic growth.
- 4. Minimize environmental impacts.
- 5. Meet the overall schedule and budget.

#### Scope:

- Determine the most cost effective rehabilitation strategies and limits to stay within budget.
  - a. Consider cold-in-place recycling and hot-mix overlays.
  - b. No widening in the unincorporated County.
  - c. Reconstruct and/or overlay existing driveways.
- 2. Widen the roadway, to provide a 5-lane section with bike lanes, from the Red Bluff city limits to the new modern roundabout at the freeway ramps.
  - a. Widen along the easterly side to accommodate the additional lanes.
  - b. Reconstruct the traffic signal at the Sister Mary Columbia Drive intersection.
  - c. Consider restricting turns at Sutter Street.
- 3. Provide a modern roundabout that meets the future traffic demands.
  - a. Provide quality bicycle and pedestrian facilities.
  - b. Reconstruct landscaping.
  - c. Modify the freeway maintenance agreement.
  - d. Provide Caltrans standard lighting.
  - e. Provide stub-outs for future Caltrans ITS.
  - f. Accommodate future traffic growth.
  - g. Accommodate current and future truck traffic.
  - h. Provide a gateway to the City and County areas.

#### Funding:

The project is currently programmed with a combination of Federal STIP, Federal Demonstration High Priority Project and Federal CMAQ funds. The current funding includes \$230K for E&P, \$185K for PS&E and \$8,799K for CON (and CE). This amount of money presents a unique opportunity for the County, City of Red Bluff, and Caltrans to realize major enhancements to their facilities. The County will secure additional funding for E&P and PS&E.

#### Schedule:

The schedule in large part will be driven by Caltrans NEPA and resource agency permitting. Considering the magnitude of work, a reasonable goal is to have Project construction completed in summer/fall 2021.

#### **Caltrans Coordination:**

The Caltrans coordination fits into two distinct areas – (1) Local Assistance and (2) Encroachment Permits. The local assistance coordination will be for Request for Authorizations, invoicing by the County, NEPA approval and CEQA oversight and right of way certification. The encroachment permits coordination will be for traffic operations, maintenance agreement, landscaping, electrical, roundabout, signing, striping, drainage, NPDES, etc. The scope assumes that Caltrans will process the project as an encroachment permit since the project is between \$1M and \$3M in the state's right of way.

#### City of Red Bluff Coordination:

A significant portion of the work, from Grasshopper Creek to the I-5 overcrossing, is within the city limits

and subject to City reviews/approvals. Coordination with the City will be required at each step in the project delivery.

#### **Adjacent Land Owner Coordination:**

Every driveway along the eleven mile project may be modified - even if only slightly. The owners of the driveways will be contacted in writing and granted the opportunity for explanations and/or field meetings. The majority of the driveway impacts will be negligible, but there will likely be some amount that are subject to significant changes.

Modifications to access at Sutter Street are contemplated. Any changes will require focused outreach and add to the complexities of the environmental approvals.

#### **Public Presentations:**

Public presentations are planned for the Board of Supervisors, City Council, and County Transportation Commission. The presentations will occur upon completion of the preliminary design and PEER.

#### **Resource Agency Permits:**

If required, the County will be the lead for obtaining resource agency permits with support from GHD.

#### Right of Way:

The current plan is to construct the project without right of way acquisition. If the design necessitates, right of way acquisition, then an agreement amendment will be required.

#### Construction:

The County will advertise, award and administer the construction phase. Encroachment permits are required from the City and Caltrans prior to advertisement.

# Scope of Work

# Task 1 - Project Management, Coordination and Documentation (Both P&E and PS&E Phases)

The following Scope of Work outlines tasks necessary to provide Professional Services for the 99W and South Main Street Reconstruction Project. Our Scope of Services has been developed based upon the Request for Proposal (RFP), visits to the project site, our expertise in roundabout design, and our experience on similar projects.

#### Task 1.1 Project Management

GHD will serve as overall Project Manager during the entire duration of the project for the preliminary engineering/environmental phase, preparation of the Plans, Specifications, and Estimates (PS&E) and construction support for the Project. The general project management responsibilities include:

- Develop Project Team and direct the team's activities
- Prepare the Project Scope and ensure adherence to its requirements
- Prepare and keep master Project Schedule, updating as necessary
- Coordinate project status meetings
- Manage subconsultants
- Manage budget
- Implement Quality Assurance and Quality Control Measures
- Make presentations
- Prepare invoices and progress reports



#### Task 1.2 Coordination

#### Task 1.2.1 Progress Meetings

GHD will provide meeting coordination. At the outset of this project, an initiation meeting will be scheduled to establish the project team; review the scope of work and the project schedule; and establish lines of communications. GHD has budgeted for eight meetings at County Offices (appropriate subconsultants in attendance at up to four meetings - and where possible by teleconference to save cost) and eight meetings in Caltrans District 2 offices in Redding. In addition to the face-to-face meetings, teleconferences, and net-meetings will be conducted, as necessary. GHD will prepare agendas and meeting minutes highlighting decisions made and action items.

#### Task 1.2.2 Public Meetings

GHD will attend and assist staff with presentations at the TCTC, Tehama County Board of Supervisors and the Red Bluff City Council. For budgeting purposes, a total of three public meetings are planned with only the GHD project manager in attendance/presenting. The budget also includes preparation of a 15-20 page PowerPoint presentation for these public meetings.

# Task 2 - Surveying, Potholing, Base Mapping, and Right of Way Engineering (Not in Scope)

The scope assumes that the County will provide these work products.

### Task 3 - Pavement Design Investigation/Report (E&P Phase)

GHD will prepare pavement design investigations and document rehabilitation and new structural section recommendations in a Technical Memorandum. The purpose of the investigation is to determine the R-value that will be used for design in the south Red Bluff area and to generate a rehabilitation recommendation based on the County-provided Pavement Engineering Inc. studies. In addition, soil samples will be tested for corrosively for the purposes of drainage system design. It is assumed that a Life Cycle Cost Analysis will not be required. GHD will provide the following scope of services:

#### Task 3.1 Site Investigations

- Review available design plans and conceptual layouts to select exploration locations.
- Perform a site reconnaissance to review project limits, determine equipment access, and mark out exploratory boring locations for subsequent utility clearance.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- Collect up to four near-surface samples that will be used for corrosively and R-Value tests.
- Log the soils encountered in the borings.
- Perform laboratory tests on selected samples to evaluate corrosively and R-Value.

Note: Since only light grading is anticipated in the south Red Bluff area, it is assumed that a more extensive geotechnical investigation will not be required.

#### **Task 3.2 Pavement Design Report**

GHD will prepare a pavement design memorandum in conformance with the latest Caltrans' guidelines. The report will include (but not be limited to) the following:

- Scope of work summary, project description, and field exploration program summary
- Site Plan showing locations of exploratory samples
- Site geology and subsurface conditions
- Summary of Pavement Engineering Inc.'s previous work
- Soil corrosion screening evaluation
- Pavement structural section recommendations (R value analysis)
- Construction considerations

The Pavement Design Report(s) will address the entire project limits, from Gyle Road to Interstate 5.

GHD will submit a Draft Memorandum for the County and Caltrans review followed by two wet-signed and stamped originals and one electronic copy (PDF format) of the Final Memorandum.

# Task 4 - Plans, Specifications and Engineer's Estimate

#### Task 4.1 - Preliminary Engineering (30% Design) (E&P Phase)

GHD assumes that there will be no significant modifications to the design developed as part of the ICE process (per Task 4.1.5) required by Caltrans. GHD will submit up to 12 half-sized (11"x17") plans and landscape concepts (for review by the County, City, and Caltrans), 12 hard copies of the estimate, and electronic copies of each submittal. If requested, up to 3 full-size plan sets will be provided.

#### Task 4.1.1 30% Plans and Estimate

GHD will modify the roundabout concept prepared for the proposal to the 30% design level and incorporate any revisions resulting from discussions with County Staff at the Kick-Off Meeting. GHD will revise the draft concept and prepare a preliminary Estimate in support of the Permit Engineering Evaluation Report (PEER) discussed in Task 9. The following plan sheets are anticipated:

ID	Type of Sheet	Number
Code		Required
	Title	1
Χ	Typical Cross Section	5
K	Key Map and Line Index	1
CSS	Construction Staking Survey Control Sheet	
D	Demolition Plans	2
L	Layouts	8
PS	Profile and Superelevation Diagrams	5
С	Construction Details	4
WPC	Temporary Water Pollution Control De-	1
	tails & Quantities	
G	Contour Grading	2
D	Drainage Plans	4
DP	Drainage Profiles	3
DD	Drainage Details	2
U	Utility Plans and Details	6
CS	Construction Area Signs	1
MI	Motorist Information Plans	4
SC	Stage Construction/Traffic Handling Plans	12
	& Quantities	
DE	Detour Plans	4
PD	Pavement Delineation Plans	7
S	Sign Plans	7
SD	Sign Details and Quantities	6
1	Irrigation Notes, Plans and Details	4
Р	Planting Plans and Details	4
EC	Erosion Control Plans & Details	3
Е	Electrical Notes	1
Е	Lighting Plans	5
Е	City Traffic Signal	2
	Total	105

#### Task 4.1.2 Draft Reports/Memorandums

GHD will prepare one Draft and one Final version of the following reports and memorandums, assuming minor comments, for submittal to the County, City, and Caltrans for review:

- Preliminary Drainage Report (See Task 7)
- Preliminary Storm Water Data Report (See Task 7)
- Draft Construction Schedule
- Documentation of Operational Analysis and Horizontal Review Findings

#### Task 4.1.3 Landscape Concept Exhibits

GHD will prepare up to two landscape concepts utilizing drought tolerant planting while providing an envelope showing the area in which public art can be accommodated, should that be something the County wishes to pursue in the future. GHD will also identity potential changes to the existing freeway maintenance agreement between the City and Caltrans, based on landscape features chosen and the changed geometry within the roundabout. The landscape design will assume that existing irrigation connections are available and that no trunk lines will be necessary.

#### Task 4.1.4 Traffic Analysis

GHD will prepare traffic forecasts and operations analysis for the Project. The scope assumes that only the 99W/I-5 ramps intersection will be analyzed since all other proposed improvements either improve or have no impact on traffic operations.

The forecasts will assume 2021 for construction completion and 2041 as the design year. Forecasts will be derived by a combination of projecting historical traffic growth and the addition of specific developments that will be agreed upon by the County, City, and Caltrans. GHD will prepare a draft forecasts methodology memorandum that will be submitted for review by the agencies. Upon receipt of comments from the agencies, the final forecasts methodology memorandum will be prepared and submitted. Based upon the final forecasts methodology memorandum, forecasts will be prepared in draft, for agency review, and then finalized by GHD.

GHD will first prepare a Draft Traffic Operations Report (TOR) utilizing the information described above to document the existing and future traffic conditions and recommended roundabout and roadway geometry for the Project improvements to provide efficient traffic operations. Preliminary layouts showing both the recommended roundabout layout and approach roadway geometrics will be prepared and provided within the draft TOR. The Draft TOR will also include all supporting capacity calculations. Upon review of the Draft TOR by the County, City, and Caltrans and resolution of all comments, GHD will then prepare an Final TOR for approval.

#### Task 4.1.5 Intersection Control Evaluation (ICE)

GHD will use the information described above to prepare an ICE in accordance with Caltrans policies. The ICE will compare a traditional traffic signal vs. a modern roundabout at the 99W/I-5 freeway ramps intersection. The ICE will be prepared in draft and submitted to the County and Caltrans for review. Upon receipt of agency comments, GHD will prepare the Final ICE.

#### Task 4.2 through 4.4 Final Design (PS&E Phase)

GHD will submit up to 12 half-sized (11"x17") plans (for review by the County, City and Caltrans), 12 hard copies of the special provisions and estimate, and electronic copies of each submittal. If requested, up to 3 full-size plan sets will be provided. GHD will act as the County's agent and provide the Caltrans encroachment permit application.

#### Task 4.2 60% PS&E

GHD will incorporate all revisions based on review comments of the 30% Design, prepare the 60% PS&E,



and revise the draft reports and memos accordingly.

GHD will provide a formal comment resolution table identifying all design review comments received on the 30% submittal.

GHD will prepare landscape architecture construction documents based on the selected landscape concept, planting and irrigation (as required) only. Artistic monuments, sculptures, and/or public art can be incorporated into the design upon approval of an agreement addendum.

#### Task 4.3 95% PS&E

The plans prepared as part of the 60% design will be supplemented with additional details and information to respond to comments received. Supplemental reports and other supporting calculations will be updated and resubmitted as part of the 95% PS&E submittal package.

GHD will provide a formal comment resolution table identifying all design review comments received on the design plans and submitted reports. The cost estimate and bid schedules will be revised to incorporate any changes from the 60% submittal.

GHD will revise the special provisions and bid documents per County standards. It is assumed the County will provide any front-end contract boilerplate language for use by GHD.

#### Task 4.4 Final PS&E/Bid Document Preparation

GHD will update the 95% PS&E based on the agreement and resolution of comments for final submittal of stamped plans and specifications to the County. This submittal will represent the final contract documents that will be issued by the County for bidding, award, and construction. Included the submittal will be full-size mylars, AutoCAD files, and reproducible documents needed for bidding. The pending 2018 Caltrans standard plans and specifications will be used.

# Task 5 - Utility Coordination & Relocations (Both P&E and PS&E Phases)

#### **Task 5.1 Utility Coordination**

GHD will coordinate with the utility purveyors to identify any future plans coordinated with this project and any relocations that are necessary.

#### **Task 5.2 Utility Conflict Maps**

GHD will prepare utility conflict maps based on the proposed improvements as part of the 30% plans. These plans will be used to identify potholing requirements and/or confirm conflicts and obtain any comments the utility purveyors may have. One Conflict Map will be prepared for each utility involvement and potholing information will be displayed as part of the 30% plans as well. Potholing services, if required, will be provided by the County.

#### Task 5.3 Utility Policy Certification and Utility Matrix

GHD will prepare a draft and a final Utility Policy Certification and Utility Matrix in conformance with the latest Caltrans' guidelines.

#### Task 5.4 Preliminary Utility Relocation Plan Coordination and Relocation Letter

This task addresses coordination of the preliminary utility relocation plans with the plans for the project. The affected utility company will complete their relocation plans with input from GHD. For instance, utility sleeves for potential future projects, clearances, and cost and schedules to relocate are typical items addressed under this task. Utility relocations are assumed to be completed prior to construction of the project, or by the utility purveyors' own forces. If it is necessary to perform some of the utility relocations simultaneously with the project construction, coordination of the phasing of utility relocations will be addressed in the special provisions and on the stage construction plans.

GHD will also prepare a relocation letter to be signed and sent by County staff to each utility purveyor addressing the needed relocations, anticipated construction schedule, and liability.

#### Task 5.5 Utility Agreement Support and Notice to Owner Letters

GHD will prepare any required utility agreements for the relocation of utilities. GHD will prepare the Notice to Owner letters and provide a copy to the County for signature and subsequent delivery to the utility companies.

### Task 6 - Environmental Services (E&P Phase)

As part of the GHD Team, our subconsultant ENPLAN will provide environmental services related to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. The team will work closely with County staff and Caltrans staff to provide the necessary technical studies and environmental documents. As further described below, we assume that NEPA compliance will consist of a Categorical Exclusion with supporting technical studies. CEQA compliance will consist of a Mitigated Negative Declaration, relying upon the NEPA technical studies.

The following provides an overview of the scope of work required to prepare the CEQA/NEPA documentation:

#### Task 6.1 Project Description

ENPLAN will work with the County to finalize the Project Description/Purpose and Need Statement. The project description will describe the operational characteristics of the project. Construction methods, including any staging areas and detours, will be discussed. The Purpose and Need Statement will describe the main transportation problem or problems that point to the need for the project and describe how the project will solve the identified problem or need. The Project Description will include maps of the project location and project footprint, including existing and required right of way.

#### Task 6.2 Preliminary Environmental Study (PES) and Field Review

ENPLAN will prepare the PES form on behalf of the County. The PES is used by Caltrans to identify the scope of the environmental analysis (the issues, technical studies required, and the type of environmental document needed for NEPA and CEQA compliance). Using the project description (per the previous task), available information sources, and a field visit, ENPLAN staff will prepare the PES for submission to District 2 staff. ENPLAN will also prepare the Field Review Form to be submitted with the PES, requesting a field review to finalize the PES with District 2 staff. ENPLAN staff will also attend a kick-off meeting with County and Caltrans staff to determine the specific technical studies needed for the environmental document. The scope assumes that the project:

- Could affect water resources
- Is located within a 100-year floodplain
- Could affect special-status species or their habitats
- Could affect nesting migratory birds
- Could affect access to properties or roadways
- Could affect wetlands
- Could introduce or increase the spread of noxious weeds
- Could impact cultural resources
- Could require the acquisition of additional right of way
- Could require permits

#### Task 6.3 Technical Studies

Based on the project information included in the RFP, and the Caltrans Local Assistance Procedures Manual, the scope assumes the following technical studies will be required. The type and scope of the technical studies will be confirmed by Caltrans as part of the PES process. Therefore, this scope of work may



be revised following the Field Review and PES approval to reflect the final requirements. All technical studies will be prepared according to the requirements of the Standard Environmental Reference (SER). In addition to the studies listed below, ENPLAN will rely upon the project TOR prepared by GHD.

Air Quality Technical Memorandum.

- The proposed project is not located in a nonattainment or maintenance area for any National Ambient Air Quality Standards (NAAQSs). The only federal nonattainment area in Tehama County is the immediate Tuscan Buttes area at or above 1,800 feet in elevation; this area is nonattainment for 2008 8-hour ozone NAAQS; therefore, air quality conformity requirements do not apply to the proposed project. ENPLAN will prepare the Transportation Air Quality Conformity Findings Checklist in accordance with Caltrans Environmental Handbook, Volume 1, Chapter 11. It is ENPLAN's understanding that the County will be responsible for modeling and documenting air quality impacts for the CEQA analysis.
- Cultural Resources: ASR/HRER/HPSR. The scope of cultural resources assessment is determined by the District's Professionally Qualified Staff (PQS) as part of the PES process. ENPLAN will prepare the Area of Potential Effects (APE) map as part of the consultation process. Based on the nature and location of the project, ENPLAN will assume that no historic structures or other cultural resources would be affected by the project. ENPLAN will conduct a record search and site visit, and document the analysis in and a Historic Property Survey Report (HPSR)/Historical Resources Evaluation Report (HRER)/Archaeological Survey Report (ASR). ENPLAN will contact the Native American Heritage Commission for information relating to any previously recorded sacred sites and to receive a listing of local Native Americans who may wish to express their concerns regarding the project. In accordance with recent Caltrans practice, ENPLAN will draft the letters to Native Americans for Caltrans to sign and send; ENPLAN will then provide follow-up contact with the Native Americans as needed. It is our understanding that the County will be responsible for AB 52 (2014) Tribal Cultural Resources Consultation in accordance with Public Resources Code (PRC) §21084.2, if required. ENPLAN further assumes that neither Section 106 Consultation with the State Historic Preservation Office (SHPO) nor a Section 4(f) determination will be necessary.
- Community Impact Assessment. The adjacent land uses are primarily commercial, with some residential uses in the near vicinity. Right of way acquisition would be limited to commercial parcels, and would not require removal of any structures. If the County proposes to close Sutter Street, ENPLAN will prepare a Community Impact Assessment. This work includes interviews with local business owners, and a brief overview of community issues and attitudes. The assessment will discuss land use and growth effects, social effects, effects on public services, economic effects, pedestrian and bicycle safety, and construction impacts; along with any mitigation strategies.
- Wetland Delineation. ENPLAN will identify the boundaries of all wetlands, other waters, and streamside riparian habitat, in the project limits. This work includes pre-field research, field evaluations, acreage calculations and preparation of a technical report meeting the requirements of the USACE.
- Biological Surveys. ENPLAN will survey for special-status plants, animals, and fish in accordance with USFWS, NMFS and CDFW requirements. This work includes pre-field research, botanical field survey and wildlife field survey.
- Biological Assessment. ENPLAN will prepare a biological assessment to document the results of field surveys and record searches.
- Natural Environment Study, Minimal Impact (NES-MI). ENPLAN will assess potential impacts to

biological resources by preparing an NES-MI.

- Farmland. The scope assumes that the project will not affect farmland and that this assertion will be documented in the PES.
- Floodplain Assessment. It is anticipated that some of the proposed roadway improvements will be located within a 100-year flood hazard zone. The scope assumes that the encroachments into the floodplain will be insignificant and GHD will prepare a Summary Floodplain Encroachment Report.
- Noise Technical Memorandum. A memorandum addressing construction noise will be prepared by ENPLAN, due to the motel uses in the project vicinity. The project would not move vehicle traffic substantially closer to sensitive receptors, so a Noise Study Report is not included in the scope.
- Visual Resources Technical Memorandum. The proposed project would change the horizontal alignment of the intersections, and introduce new elements (roundabout, landscaping). As these changes would not affect a scenic view, and would likely include beneficial effects (including removal of inconsistent signage), a brief memorandum is the anticipated level of study. GHD will prepare a Technical Memorandum, reviewed by a licensed landscape architect.
- Water Quality. GHD will prepare a memorandum based, in part, on information provided as part of the Storm Water Data Report (SWDR) to document potential water quality and hydrology impacts associated with the proposed project. The memo will describe any surface waters or floodplains within the project area, potential impacts associated with the project, and project design features and/or mitigation measures to address any potential impacts.
- Initial Site Assessment. ENPLAN will prepare the ISA per Caltrans guidance documents, which reference the American Society for Testing and Materials (ASTM). Caltrans documents refer to the Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, Designation E 1527 05. However, ASTM has updated this document and is now referenced as ASTM E 1527-13. Other guidance documents to be used will include the United States Environmental Protection Agency's (USEPA's) All Appropriate Inquiries (AAI) rule. The surveys will include a site history assessment, regulatory research, and a visual site inspection. As part of surveys preparation, copies of pertinent documents will be requested from the City and County.

#### Task 6.4 Environmental Document

ENPLAN will assume that an Initial Study, along with the technical reports listed above, will be prepared, leading to a Mitigated Negative Declaration under CEQA, and a NEPA Categorical Exclusion (CE) under 23 CFR 771.117. If Caltrans (as the delegated NEPA lead agency, determines the project cannot be categorically excluded, an initial study/environmental assessment (IS/EA) would be required (and a revised scope of work would be prepared). ENPLAN assumes that all administrative copies will be submitted electronically for County review. The preparation of the IS and MND is described below.

- Draft IS. The County will prepare the Draft IS.
- Public Review. The County will manage and conduct public noticing and reviews.
- Final Document. The County will prepare the final CEQA document.
- ♦ MMRP. The County will prepare the MMRP.
- Final Notices. The County will prepare and submit the NOD.
- Permits. The scope assumes that the County will obtain any necessary resource agency permits.

GHD further assumes that, for purposes of the Nationwide Pollutant Discharge Elimination System (NPDES) requirements, the project would be covered under the Construction General Permit. Per the General Permit, the Contractor would be required to prepare a Stormwater Pollution Prevention Plan (SWPPP).

# Task 7 - Storm Drainage Analysis and Treatment (Both P&E and PS&E Phases)

#### Task 7.1 Storm Drainage Analysis and Treatment

GHD will prepare the Drainage Report and the SWDR. Elements for the reports include the existing and proposed drainage shed maps, narrative of the drainage conditions prior to and after the project, determination of pre and post runoff quantities and water quality calculations consistent with Caltrans requirements and the County requirements for Low Impact Design. The scope includes:

#### Preliminary Drainage Report

- Drainage Shed Maps (Pre and Post)
- Determination of Incremental Runoff
- Determination of Water Quality Volume
- Initial Design Approach: During & Post Construction

#### **Preliminary SWDR**

- Identify Drainage Management Areas
- Construction SWPPP requirements
- Post Construction Features

#### Draft/Final Drainage Report

- Response to Preliminary Report, and follow-on drafts, comments
- ♦ Hydraulic Grade Line Calculations
- Pipes, Culverts and Swales

#### Draft/Final SWDR

- Response to Preliminary Report, and follow-on drafts, comments
- Water Quality Elements sizing and design
- Storm Water Quality Management Plan

# Task 8 - Right of Way Services (PS&E Phase)

The scope assumes that no new right of way nor temporary construction easements will be required, thus the scope only includes preparation of the right of way certification.

#### Task 8.1 Right of Way Certification

GHD will prepare a local assistance right of way certification for approval by the County and Caltrans. The scope assumes the County will provide the necessary board resolution that authorizes staff to sign the certification.

# Task 9 - Agency Approval Documents (Both P&E and PS&E Phases)

#### Task 9.1 Permit Engineering Evaluation Report (PEER)

The work in the Caltrans right of way qualifies for processing under the encroachment permit manual policies, thus the scope assumes that a PEER will be required that will serve the same purposes of a project report. To that end, GHD will prepare a PEER, per guidelines in Appendix I of the Caltrans Project Development Procedures Manual that documents the engineering analysis of the proposed improvements. The analysis will include review of the proposed improvements to determine drainage, maintenance, operation, and environmental impacts. The approved PEER will provide agreement on the geometric layout, scope of improvements, schedule, and estimated cost of the project. The 30% PS&E submittal, (Task 4), shall be utilized as an attachment to the PEER to document the basis of design.

#### **Task 9.2 Nonstandard Design Features**

GHD will prepare a Design Information Bulletin (DIB) 78 "Design Checklist" as required by Caltrans. The roundabout, splitter island areas and ramp curbing (included in the design within the speed control areas) are considered part of the roundabout and typical local street and ramp Highway Design Manual requirements do not apply (HDM 405.10 "Roundabouts"). The scope assumes the preparation of one design standard decision document for up to three exceptions and that the Caltrans district and head-quarters functions are supportive of the exceptions.

#### Task 9.3 Roundabout Design Check Exhibits

GHD will evaluate and prepare one draft and one final set of exhibits for the following in order to provide documentation of the roundabout design:

- Fast Path Analysis
- Intersection Site Distance
- Vehicle and Pedestrian Stopping Site Distance
- View Angles
- ♦ Bus/Truck Turns (including STAA trucks)

# Task 10 - Public Outreach (PS&E Phase)

GHD will outreach to adjacent property owners that will have their driveways modified.

#### Task 10.1 Mailers and Notices

GHD will send a letter and an exhibit to each owner with an impacted driveway. Ownership will be obtained from County Assessor records. The draft letter will be provided to the County for review prior to mailing by GHD. The letter will describe the project scope, schedule, costs, goals, and features. Owners will be provided with contact information for both the GHD project engineer and the County's project manager. The letter will ask owners to contact either GHD or the County if they have any questions.

#### **Task 10.2 Property Owner Coordination**

The scope assumes up to 12 inquiries from the owners, with four of the inquires requiring a field meeting between the owner, County, and GHD.

# Task 11 - Local Assistance Request for Authorization

GHD will prepare the draft request for authorization/allocation forms and paperwork for use by the County.

#### Task 11.1 Requests for Authorization

- PS&E allocation/authorization
- CON/CE allocation/authorization

**Tehama County** 

**CONSULTANT COST PROPOSAL** 

ATTACHMENT I

Project No. 2708181 - RPSTPL 5908(100)

Date: UPDATED 9/11/18 PRO No. 8092

GHD Inc.

		Class	Principal	Project Manager	Senior Professional Staff	Staff	Technicians	500.01	Admin Support	Purchases and Direct To Costs Ho		B t Inderect C	3.5	C otal Direct + Indirect	D Fee			Sub-Con	sultants		Subtask Totals	Task Tota
	Tools Described as	Ave. Rate	90.00	80.00	65.00	40.00	30.00	20.00	20.00							GHD	F	[ B	I Florida	T = 4-1		
Phase Task	Task Description											166.980	20/	C+D	10.00%	TOTAL C+D	Environmental ENPLAN	Roundabout	Electrical TJKM	Total Subs	_	
1 Projec	t Management, Coordination	n and Docu	mentation									100.960	J 70	CTD	10.0076	C+D	ENFLAN	IVITO	TORIN	Subs		\$35.358.8
1.1	Project Management	T and boca	6	42	28				4	8	\$5,800.	9,68	84.84	\$15,484.84	\$1.548.48	\$17,033.32				T	\$17,033.32	ψ33,330.0
1.2	Coordination		2	32	32	22	10	8	4	1				\$16,659.55	\$1,665.96						\$18,325.51	
2 Survey	ying, Potholing, Base Mappi	ng and Rig	ht of Way E	Engineerir	ng (Not in Sc	ope)																•
	nent Design Investigation/Re																					\$18,002.
3.1	Site Investigations			2	24	24	16	2	2	7				\$8,650.15		\$9,515.17					\$9,515.17	
3.2	Pavement Design Report		1	2	16	20	20	6	4	6	\$2,890.	00 \$4,82	5.72	\$7,715.72	\$771.57	\$8,487.29					\$8,487.29	
4 PS&E								e.														\$352,817.
4.1	30% Design		8	62	120	320	320	60	16	905.				\$99,830.04		\$109,813.04		\$9,822.83	\$13,000.00		\$132,635.87	
4.2	PS&E		8	88	180	440	520	80	24	13	\$54,740.	91,40	4.85	\$146,144.85	\$14,614.49	\$160,759.34		\$1,100.00	\$58,321.82	\$59,421.82	\$220,181.16	#0.4.00C =
	Coordination & Relocations				40	26	0	2	2		ma 000	00 05 45	0.60	\$0.040.col	0004.07	\$0.074.CE					\$0.074.CE	\$34,389.7
5.1 5.2	Utility Coordination Utility Conflict Maps			2	18 12	36 36	8	2	2	6 5		00 \$5,15 00 \$4,24		\$8,249.68 \$6,781.29	\$824.97 \$678.13	\$9,074.65 \$7,459.42					\$9,074.65 \$7,459.42	
5.3	Utility Policy Cert			1	16	12	4	2		3	\$1,760.0			\$4,698.85	\$469.89	\$5,168.74					\$5,168.74	
5.4	Prelimin Util Reloc Plan			2	14	20	6	2		4				\$5,579.88	\$557.99	\$6,137.87		*			\$6,137.87	
5.5	Utiliy Agreement Support			2	18	16	6	2	2	4				\$5,953.65	\$595.37	\$6,549.02					\$6,549.02	
6 Enviro	onmental Services																					\$96,496.3
6.1	Project Description			2	8	4				1	\$840.0	00 \$1,40	2.63	\$2,242.63	\$224.26	\$2,466.89	\$3,900.00			\$3,900.00	\$6,366.89	
6.2	PES		1	4	4	4				1				\$2,215.93	\$221.59	\$2,437.52	\$7,100.00			\$7,100.00	\$9,537.52	
6.3	Technical Studies		2	6	24	40	24	8	4	10				\$12,761.64	\$1,276.16		\$59,000.00			\$59,000.00	\$73,037.80	
6.4	Environmental Document Su		2	2	8	4			11	1	\$1,040.0	00 \$1,73	6.59	\$2,776.59	\$277.66	\$3,054.25	\$4,499.88			\$4,499.88	\$7,554.13	
The second secon	Draiange Analsyis and Trea				400	000	20				405 770	01 040 00	0.75	**** *** <b>7</b> 51	<b>#</b> 0.000.00	#75 000 00				<del></del>	L #75 000 00 I	\$75,680.8
7.1 8 Right o	Storm Drainage Analysis and	d Freatment	1	80	120	220	60	40	4	52	5 \$25,770.0	90 \$43,03	0.75	\$68,800.75	\$6,880.08	\$75,680.83					\$75,680.83	62 700 2
8.1	of Way Services Right of Way Certification			3	12	4	2			2	\$1,260.0	0 \$2,10	2.05	\$3,363.95	\$226.40	\$3,700.35		T		T	\$3,700.35	\$3,700.3
	y Approval Documents	l		<u> </u>	12	4		a	1		Φ1,200.0	10  \$2,10	3.95	\$3,363.95	\$330.40	\$3,700.33					\$3,700.35	\$43,170.6
9.1	PEER		1	8	80	40	8	10		14	7 \$7,970.0	0 \$13,30	8 31	\$21,278.31	\$2 127 83	\$23,406.14		<u> </u>		T	\$23,406.14	\$43,170.0
9.2	Nonstandard Design Feature	 	1	8	34	40	12	4		9				\$13,295.60	\$1,329.56						\$14,625.16	
9.3	Roundabout Design Check B		•	1	6	24	8	4		4				\$4,672.15		\$5,139.37					\$5,139.37	
	Outreach																					\$13,332.9
10.1	Mailers and Notices			1	12	24	12	8	8	6	\$2,500.0	0 \$4,17	4.50	\$6,674.50	\$667.45	\$7,341.95					\$7,341.95	•
10.2	Property Owner Coordination			6	16	12			2	3	\$2,040.0	0 \$3,40	6.39	\$5,446.39	\$544.64	\$5,991.03					\$5,991.03	
	Assistance Request for Auth	orization																				\$9,926.3
11.1	RFA			2	16	48	8		1	7				\$9,023.92	\$902.39						\$9,926.31	
							GHD'	s Anticipated	Salary Inc	creases from EX	10H \$2,687.2	9 \$4,48	7.23	\$7,174.51	\$717.45	\$7,891.96						\$7,891.90
Purcha	ases and Direct Costs																*					\$6,482.50
Α	Postage and Courier Service		12 each @ \$							\$240.00						\$240.00		1111			\$240.00	
В	Reproduction		10,000 copie		/copy					\$1,000.00						\$1,000.00			77777		\$1,000.00	
C D	Lab Tests Vehicle Mileage		8 tests @ \$4 2,500 miles		milo					\$3,200.00						\$3,200.00 \$1,362.50					\$3,200.00	
D	Venicie ivilleage Emplovee Per Diem		2,500 miles 5 days @ \$1		ille					\$1,362.50 \$680.00						\$1,362.50					\$1,362.50 \$680.00	
L	Employee Fel Blein		o dayo w w	Toorday						ψοσο.σο						φυσυ.συ					Ψ000.00	
	Subtotal	Hours	33	360	818	1410	1048	240	79	398	7.6											
		Dollars	\$2.970	\$28,800	\$53,170	\$56,400	\$31,440	\$4.800		\$6,482,50	#404 000 CC	T #202 62E	76   0/	485,475.37	10 F 47 FC	<b>PEAD FOE 40</b>	\$74,499,88	\$10,922.83	\$71,321.82	\$156,744.53		\$697,249.9

Notes: 1. Above hourly billing rates are approximate and will be based on the actual employees that perfom the work.

2. Vehicle mileage will be charged at the IRS rate.

Employee per diem will be capped at the State of California's rates.
 It assumed that the above budgets will be shifted between Phases and Tasks to meet actual project needs.



Project Budget **Tehama County** 

County Project No. 2708181

Date: UPDATED 9/11/18

PRO No. 8092

Contract No. Consultant

GHD Inc.

DIRECT LABO	R	
Classification	Name	Range (
Dringing	Various	75.00

Principal	Various
Proj Manager	Various
Senior Prof	
Staff	Various
Assist Prof	
Staff	Various
Technicians	Various
Technical	
Apprentice	Various
Admin Support	Various
Sub	total Hours

pport	Various
Sub	total Hours

Range (\$)	Hours		Initial Average Hourly Rate (\$)		Total
75.00					
110.00	33	@	90.00	_\$	2,970.00
60.00					
95.00	360	@	80.00	\$	28,800.00
50.00				-	
90.00	818	@	65.00	\$	53,170.00
30.00					
60.00	1410	@	40.00	\$	56,400.00
20.00				(	
50.00	1048	@	30.00	\$	31,440.00
12.00					
25.00	240	@	20.00	\$	4,800.00
12.00			9	-	
30.00	79	@	20.00	\$	1,572.33
	3988			,	

	Subtotal Direct Labor Costs
inticipated Salary Increases (see	attached calculation on page 2)
	Total Direct Labor Costs

Proposal" 179,152.33 \$2,687.29 181,839.62 \$181,839.62

From "Consultant Cost

\$48,547.56

Indirect Rate
(Fringe Benefits+Overhead+G&A)

Rate	Total
166.98%	\$ 303,635.80
Total Indirect Costs	

**303,635.80** \$303,635.76

# FEE

Rate	Total
10.00%	\$ 48,547.54
Total Fee	

# GHD SUBTOTAL DIRECT LABOR + INDIRECT + FEE

\$ 534,022.96	\$534,022.93
---------------	--------------

48,547.54

#### OTHER DIRECT COSTS

Postage and Courier Services	\$ 240.00
Reproduction	\$ 1,000.00
Lab Tests	\$ 3,200.00
Vehicle Mileage	\$ 1,362.50
Employee Per Diem	\$ 680.00

**Total Other Costs** 6,482.50 \$6,482.50

#### **GHD TOTAL**

Subtotal GHD Inc. Costs **540,505.46** \$540,505.43

Note: Rounding results in a few pennies variation between the "Consultant Cost Proposal" and this EX 10-H.

Project Budget Tehama County

County Project No. 2708181

Date: UPDATED 9/11/18

PRO No. 8092



**Consultant Name:** 

GHD Inc.

#### 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

DL <u>Subtotal</u> per		Total Hours per Cost			
Cost Proposal		Proposal		Avg Hourly Rate	
\$ 179,152.33	/	3987.61672	=	\$44.93	Year 1 Avg Hourly Rate

#### 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg	nourly Rates		Proposed Escalation			
Year 1	\$44.93	+	3%	=	\$46.27	Year 2 - Avg Hrly Rate
Year 2	\$46.27	+	3%	=	\$47.66	Year 3 - Avg Hrly Rate
Year 3	\$47.66	+	3%	=	\$49.09	Year 4 - Avg Hrly Rate
Year 4	\$49.09	+	3%	=	\$50.57	Year 5 - Avg Hrly Rate

#### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

Estim	ated % of DL		Total Hours per Cos	t		
Comple	eted Each Year	_	Proposal			
Year 1	50.0%	*	3987.61672	=	1993.80836	Estimated Hours Year 1
Year 2	50.0%	*	3987.61672	=	1993.80836	Estimated Hours Year 2
Year 3	0.0%	*	3987.61672	=	0	Estimated Hours Year 3
Year 4	0.0%	*	3987.61672	=	0	Estimated Hours Year 4
Year 5	0.0%	*	3987.61672	= _	0	Estimated Hours Year 5
Tota	l 100.0%			Total	3987.61672	hrs

#### 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate		e	Estimated hours		
(calculated above) (calcu			calculated above)		
Year 1	\$44.93	*	1993.80836	=	\$89,576.17
Year 2	\$46.27	*	1993.80836	=	\$92,263.45
Year 3	\$47.66	*	0	=	\$0.00
Year 4	\$49.09	*	0	=	\$0.00
Year 5	\$50.57	*	0	=	\$0.00
	lation	\$181,839.62			
	\$179,152.33				
Re	\$2,687.29				

#### **Tehama County 99W and South Main Reconstruction Project**

# Exhibit 10-H Cost Proposal Actual Cost-Plus-Fixed-Fee or Lump Sum (Firm Fixed Price) Contracts

Note: Mark-ups are Not Allowed

Consultant: ENPLAN

Contract Number: TBD

Date: June 19, 2018

#### DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Environmental Services Manager	Donald Burk	80	\$ 57.00	\$ 4,560.00
Senior Environmental Planner	Carla Thompson	110	\$ 28.85	\$ 3,173.50
Environmental Scientist II	John Luper	160	\$ 28.25	\$ 4,520.00
Environmental Scientist III	Stacey Alexander	200	\$ 20.00	\$ 4,000.00
Cultural Resources Manager/Arch. I	Dimitra Zalarvis-Chase	25	\$ 35.00	\$ 875.00
Archaeologist	Jacques Peltier	120	\$ 25.00	\$ 3,000.00
Env Scientist/ESA Manager	Amy Lee	40	\$ 35.00	\$ 1,400.00
GIS Technician	Staff	60	\$ 30.00	\$ 1,800.00
Production Manager	Staff	40	\$ 17.85	\$ 714.00

#### **LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 24,042.50

b) Anticipated Salary Increases (see page 3)

To Be Determined

	c) TOTA	L DIRECT LABOR COSTS [(a) + (b)]	\$ 24,042.50
FRINGE BENEFITS d) Fringe Benefits: % Rate=	32.8	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$7,885.94
INDIRECT COSTS  f) Overhead: % Rate= h) General & Administrative: Rate=	90.7 = 50.9	g) Overhead [(c) x (f)] i) Gen & Admin [(c) x (h)]	\$ 21,806.55 \$ 12,237.63
	j) TOTAI	L INDIRECT COSTS [(e)+ (g) + (i)]	\$41,930.12
FEE (Profit) q) % Rate: 10	k) <b>TOTA</b>	L FIXED PROFIT $[[(c)+(j)] \times (q)]$	\$ 6,597.26
OTHER DIRECT COSTS (ODC)  Description  I) Travel/Mileage Costs (supported m) Equipment Rental and Supplies	-	ant actual costs)	\$ 495.00
<ul><li>n) Permit Fees (itemize), Plan she</li><li>o) Laboratories/Services</li><li>o) Subconsultant Costs (attach det</li></ul>			\$ 1,435.00
•	Total Dire	ect Labor Cost	\$ 24,042.50
I	ndirect Ove	erhead Rate @ 174%	\$ 41,930.12

\$ 1,930.00

# Tehama County 99W and South Main Reconstruction Project

Subtotal Direct Labor and Indirect Overhead Rate FIXED FEE	\$ 65,972.62 \$ 6,597.26
	· '

**Subtotal Other Costs** 

GRAND TOTAL \$ 74,499.88

Overhead rate has not been audited by the Caltrans Division of Audits and Investigations or other equivalent method.



Project Budget Tehama County

Contract No.

County Project No. 2708181

Exhibit 10-H Cost Proposal

Date July 31, 2018

Consultant	MTJ Engine	erina LLO	2	***************************************				outly c	1, 2010
	age	5g, <u></u>							
DIRECT LABO	R						Initial		
							Average Hourly Rate		
Classification	Name		Range (\$)	)	Hours		(\$)		Total
Roundabout Designer/Eng.	Various		75.00 110.00		54	@	70.00	\$	3,780.00
Proj. Admin.	Various		40.00 65.00 15.00		4	@	31.00	_\$_	124.00
CAD Tech.	Various btotal Hours		30.00		12 70	@	25.00	\$	300.00
34	Stotal Floar				0	otal Di	rect Labor Costs	\$	4,204.00
Indirect Rate (Fringe Benefits	s+Overhead+G	3&A)			Rate 136.20%		Total \$ 5,725.85		
(i iiiigo zonomo	, rovernoud re	, ou t		Total	Indirect Cos	ts	<u> </u>	\$	5,725.85
FEE					Rate 10.00%		Total \$ 992.98		
07UED 000T					Total Fee		Ψ 002.00	\$	992.98
Postage and Co		i					\$ -		
Reproduction Vehicle Mileage Employee Per D							\$ - \$ - \$ -		
Employee Fel L	2011			Total	Other Costs		Ψ	_\$	-
Total MTJ Cost	S							\$	10,922.83

# EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

	ACTUAL CO	(DESIGN, ENGINEERIN	TO AND END!	DONIMENTAL	CTUDIEC)	
Note: Mark	k-ups are Not Allowed	X Prime Consultant			2nd Tier Subconsultant	
Consultant	•	A Time Consultant		nsurtant $\Box$	Ziid Tiel Bubeonsultant	
	. CML 5008(148)		Contract No.		Date 6/1	8/2018
J+-+-			_			
DIRECT I					·	-
	ssification/Title	Name		hours	Actual Hourly Rate	Total
Prin	cipal-In-Charge	Nayan Amin		2	\$91.54	\$183.08
	QA/QC	Ruta Jariwala	1	15	\$91.54	\$1,373.10
	oject Manager	Atul Patel		120	\$78.49	\$9,418.80
	Task Lead	Rutvij Patel		116	\$50.28	\$5,832.48
	Task Lead	Erik Bjorklun		76	\$54.96	\$4,176.96
	oject Engineer	Andrew Dickins		252	\$30.70	\$7,736.40
	dministration	Amber Keipe	r	10	\$31.00	\$310.00
LABOR C					#00 020 00	
	Direct Labor Costs	0.6 1.			\$29,030.82	
b) Anticipa	ated Salary Increases (se	ee page 2 for sample)	) TOTAL DI	DECELARO	\$0.00	#20.020.02
INDIRECT	T COSTS		c) IUIAL DI	RECT LABO	R COSTS [(a) + (b)]	\$29,030.82
		34.99% )	a) Total l	Fringe Benefits	\$ 10,157.88	
<ul><li>d) Fringe E</li><li>f) Overhea</li></ul>	-	86.16%		erhead [(c)x(f)]		
,	d (Rate: _ and Administrative	(Rate: 0.00%		dmin [(c) x (h)]		
ii) General	and Administrative	(Rate. 0,0070	i) Gen & At			
			i) (i	Fotal Indirect	Costs $[(e) + (g) + (i)]$	\$35,170.84
FIXED FE	TE 1/) TOTAL	FIXED PROFIT [(c) + (				\$6,420.17
I IZKED I IZ	E K) IOIAL			10%		
			J)] x lixed ice	10%		Ф0,420.17
1) CONSII	LTANT'S OTHER DI				·	50,420.17
-		IRECT COSTS (ODC) - 1	- ITEMIZE (Ad	d additional p	ages if necessary	
Description	n of Item				ages if necessary Unit Cost	Total
<b>Description</b> Mileage Co	n of Item osts	IRECT COSTS (ODC) - 1	- ITEMIZE (Ad	d additional p	ages if necessary	Total \$400.00
<b>Description</b> Mileage Co Equipment	n of Item osts Rental and Supplies - D	IRECT COSTS (ODC) - 1	- ITEMIZE (Ad	d additional p	ages if necessary Unit Cost	Total \$400.00
<b>Description</b> Mileage Co Equipment Permit Fees	n of Item osts Rental and Supplies - E s	IRECT COSTS (ODC) - 1	- ITEMIZE (Ad	d additional p	ages if necessary Unit Cost 0.54	Total \$400.00 \$0.00 \$0.00
Description Mileage Co Equipment Permit Fees Plan Sheets	n of Item osts Rental and Supplies - E s	IRECT COSTS (ODC) - 1	- ITEMIZE (Ad	d additional p	ages if necessary Unit Cost	Total \$400.00 \$0.00 \$0.00 \$300.00
<b>Description</b> Mileage Co Equipment Permit Fees	n of Item osts Rental and Supplies - E s	IRECT COSTS (ODC) - 1	ITEMIZE (Ad Quantity	d additional p Unit(s)	ages if necessary Unit Cost 0.54  \$18.00	Total \$400.00 \$0.00 \$0.00 \$300.00 \$0.00
Description Mileage Co Equipment Permit Fees Plan Sheets	n of Item osts Rental and Supplies - E s	IRECT COSTS (ODC) - 1	ITEMIZE (Ad Quantity	d additional p Unit(s)	ages if necessary Unit Cost 0.54	Total \$400.00 \$0.00 \$0.00 \$300.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test	n of Item osts Rental and Supplies - E s	IRECT COSTS (ODC) - 1 Data Collection	ITEMIZE (Ad Quantity	d additional p Unit(s)	ages if necessary Unit Cost 0.54  \$18.00	Total \$400.00 \$0.00 \$0.00 \$300.00 \$0.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC	n of Item  ests  Rental and Supplies - Es  s  DNSULTANTS' COST	IRECT COSTS (ODC) - 1	ITEMIZE (Ad Quantity	d additional p Unit(s)	ages if necessary Unit Cost 0.54  \$18.00	Total \$400.00 \$0.00 \$0.00 \$300.00 \$700.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC Subconsulta	n of Item osts Rental and Supplies - Es s ONSULTANTS' COST ant 1: Siegfriend	IRECT COSTS (ODC) - 1 Data Collection	ITEMIZE (Ad Quantity	d additional p Unit(s)	ages if necessary Unit Cost 0.54  \$18.00	**Total \$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$700.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC Subconsulta Subconsulta	n of Item osts Rental and Supplies - Es s ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone	IRECT COSTS (ODC) - 1 Data Collection	ITEMIZE (Ad Quantity	d additional p Unit(s)	ages if necessary Unit Cost 0.54  \$18.00	Total \$400.00 \$0.00 \$0.00 \$300.00 \$700.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCO Subconsulta Subconsulta Subconsulta	n of Item osts Rental and Supplies - Es S ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3:	IRECT COSTS (ODC) - 1 Data Collection	ITEMIZE (Ad Quantity	d additional p Unit(s)	ages if necessary Unit Cost 0.54  \$18.00	**Total \$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCO Subconsulta Subconsulta Subconsulta	n of Item osts Rental and Supplies - Es S ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3:	IRECT COSTS (ODC) - 1 Data Collection	ITEMIZE (Ad Quantity  1) T  if necessary)	d additional p Unit(s)	ages if necessary Unit Cost 0.54  \$18.00	**Total \$400.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC Subconsulta Subconsulta	n of Item  osts  Rental and Supplies - Es  os  ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3: ant 4:	IRECT COSTS (ODC) - 1 Data Collection	ITEMIZE (Ad Quantity  1) T  if necessary)  m) TOTAI	d additional p Unit(s)  TOTAL OTHE	sages if necessary Unit Cost 0.54  \$18.00  CR DIRECT COSTS	\$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCO Subconsulta Subconsulta Subconsulta	n of Item  osts  Rental and Supplies - Es  os  ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3: ant 4:	Pata Collection  S (Add additional pages	if necessary)  m) TOTALECT COSTS I	d additional p Unit(s)  TOTAL OTHE	sages if necessary Unit Cost 0.54  \$18.00  CR DIRECT COSTS	\$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCO Subconsulta Subconsulta Subconsulta	n of Item  osts  Rental and Supplies - Es  os  ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3: ant 4:	Pata Collection  S (Add additional pages	if necessary)  m) TOTALECT COSTS I	d additional p Unit(s)  TOTAL OTHE	\$18.00  CR DIRECT COSTS  LTANTS' COSTS:	\$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$700.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC Subconsulta Subconsulta Subconsulta Subconsulta	n of Item  osts  Rental and Supplies - Es  os  ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3: ant 4:	Pata Collection  S (Add additional pages	if necessary)  m) TOTALECT COSTS I	d additional p Unit(s)  TOTAL OTHE	\$18.00  CR DIRECT COSTS  LTANTS' COSTS:	\$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$700.00
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC Subconsulta Subconsulta Subconsulta Subconsulta	n of Item  osts  Rental and Supplies - Es  on Sultants' COST ant 1: Siegfriend ant 2: GroundZone ant 3: ant 4:	Pata Collection  S (Add additional pages	ITEMIZE (Ad Quantity  1) T  if necessary)  m) TOTAL ECT COSTS I	d additional p Unit(s) TOTAL OTHE SUBCONSUINCLUDING S	sages if necessary Unit Cost 0.54  \$18.00  R DIRECT COSTS  LTANTS' COSTS: SUBCONSULTANTS  [(c) + (j) + (k) + (p)]	\$400.00 \$0.00 \$300.00 \$300.00 \$700.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$700.00 \$71,321.82
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC Subconsulta Subconsulta Subconsulta Subconsulta Subconsulta	n of Item  osts  Rental and Supplies - Es  s  ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3; ant 4:  Key personnel must be marke	Pata Collection  S (Add additional pages  TOTAL OTHER DIRI	ITEMIZE (Ad Quantity  1) 7  if necessary)  m) TOTAL ECT COSTS I	d additional p Unit(s)  TOTAL OTHE  SUBCONSU.  NCLUDING S  TOTAL COST	sages if necessary Unit Cost 0.54  \$18.00  R DIRECT COSTS  LTANTS' COSTS: SUBCONSULTANTS  [(c) + (j) + (k) + (p)]	\$400.00 \$0.00 \$300.00 \$300.00 \$700.00 \$700.00 \$0.00 \$0.00 \$0.00 \$0.00 \$700.00 \$71,321.82
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCC Subconsulta Subconsulta Subconsulta Subconsulta Subconsulta	n of Item  osts Rental and Supplies - Es  s  ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3: ant 4:  Key personnel must be marke All costs must comply with th	Pata Collection  S (Add additional pages  TOTAL OTHER DIRI  d with an asterisk (*) and employees to	ITEMIZE (Ad Quantity  1) 7  if necessary)  m) TOTAI ECT COSTS I	d additional p Unit(s)  TOTAL OTHE  SUBCONSU. NCLUDING S TOTAL COST  vailing wage requirem own cost proposals.	\$18.00  CR DIRECT COSTS  LTANTS' COSTS: SUBCONSULTANTS  [(c) + (j) + (k) + (p)]  Lents must be marked with two asteriors	\$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$700.00 \$0.00 \$0.00 \$0.00 \$700.00 \$71,321.82
Description Mileage Co Equipment Permit Fees Plan Sheets Test  m) SUBCO Subconsulta Subconsulta Subconsulta Subconsulta Subconsulta	n of Item  osts  Rental and Supplies - Es  S  ONSULTANTS' COST ant 1: Siegfriend ant 2: GroundZone ant 3: ant 4:  Key personnel must be marke All costs must comply with th The cost proposal format shall	Data Collection  CS (Add additional pages  The TOTAL OTHER DIRECT  d with an asterisk (*) and employees to the Federal cost principals, Subconsulta	m) TOTAI ECT COSTS I  that are subject to present that will provide their hall be updated on an	d additional p Unit(s)  TOTAL OTHE  SUBCONSU. NCLUDING S TOTAL COST  vailing wage requirem own cost proposals.	\$18.00  CR DIRECT COSTS  LTANTS' COSTS: SUBCONSULTANTS  [(c) + (j) + (k) + (p)]  Lents must be marked with two asteriors	\$400.00 \$0.00 \$0.00 \$300.00 \$700.00 \$700.00 \$0.00 \$0.00 \$0.00 \$700.00 \$71,321.82

#### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

#### 1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour

Direct Labor Subtotal	Total Hours		Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$29,030.82	591	=	\$49.12	Year 1 Avg Hourly Rate

#### 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.12	+	0%	=	\$49.12	Year 2 Avg Hourly Rate
Year 2	\$49.12	+	0%	=	\$49.12	Year 3 Avg Hourly Rate
Year 3	\$49.12	+	0%	=	\$49.12	Year 4 Avg Hourly Rate
Year 4	\$49.12	+	0%	=	\$49.12	Year 5 Avg Hourly Rate

#### 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Yea	r	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	591.0	=	591.0	Estimated Hours Year 1
Year 2	0.00%	*	591.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	591.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	591.0	==	0.0	Estimated Hours Year 4
Year 5	0.00%	*	591.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	591.0	

#### 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.12	*	591	=	\$29,030.82	Estimated Hours Year 1
Year 2	\$49.12	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$49.12	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct	Labor Cost	with Escalation	=	\$29,030.82	
Direct Labor Subtotal before Escalation				=	\$29,030.82	
	Estimated total of D	irect Labor	Salary Increase	=	\$0.00	Transfer to Page 1

#### NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted
- 4 Calculations for anticipated salary escalation must be approved.

#### **Certification of Direct Costs:**

- I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:
  - 1. Generally Accepted Accounting Principals (GAAP)
  - 2. Terms and conditions of the contract

- 3. Title 23 United States Code Section 112 Letting of Contract
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principals and Procedures
- 23 Code of Federal Regulations Part 172 Procurement, Management, and Administration of Engineering and Design Related Services
- 6. 48 Code of Federal Regulations Part 9904 Cost Accouting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

#### Prime Consultant or Subconsultant Certifying:

Name:	Nayan Amin	Title: _	President		
Signature: _	M. Janja	Date of Certification (mm/dd/yyyy):	6/14/2018		
Email:	namin@tjkm.com	Phone Number:	925.463.0611		
Address:	4305 Hacienda Drive, Suite 550 Pleasanton, CA 94588				

List of services the consultant is providing under the proposed contract:

Traffic Engineering

<sup>\*</sup>An individual executive or financial officer of the consultant's or subconsultant's organization at a levelno lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

#### **ATTACHMENT II**

### **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.

<u>Professional Liability</u> (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.

# **E-Contract Review** Approval as to Form

Department Name: Tehama County Public Works-Road

Vendor Name: GHD, Inc.

Document Description: 4th Amendment to 99w-South Engineering Design Services

Date: 9/18/24

Agreement

APPROVED AS TO FORM:

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



# Agenda Request Form

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

File #: 24-1568 **Agenda Date: 10/1/2024** Agenda #: 17.

#### RENT CONTROL STUDY SESSION

# Requested Action(s)

a) STUDY SESSION - Request further Clarification and direction to staff regarding the potential imposition of rent control requirements upon mobile home parks within Tehama County

## **Financial Impact:**

There is no financial impact from this discussion.

## **Background Information:**

The Board of Supervisors held a meeting on June 11, 2024, and gave direction to County Counsel and Administration to bring back information regarding a rent control program. Administration conducted a study session which included a power point presentation at the August 27, 2024, meeting of the Board of Supervisors, the Board directed Planning Commission to research and answer questions the Board of Supervisors have regarding the rent control program.



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

# Agenda Request Form

File #: 24-1639 **Agenda Date: 10/1/2024** Agenda #: 18.

# BUILDING / PLANNING / ENVIRONMENTAL HEALTH - Environmental Health Director Tia Branton

## Requested Action(s)

- a) ORDINANCE NO. 2140 Request adoption of an ordinance to implement the Tehama County Park Fire Urgency Ordinance relative to temporary housing for those displaced by the Park Fire
- 1) Waive the reading
- 2) Accept the introduction
- 3) Adopt the Ordinance

# **Financial Impact:**

No significant impact outside of the anticipated budget.

# **Background Information:**

The fire now known as the "Park Fire" started on July 24, 2024 in Upper Bidwell Park on the edge of Chico, California. It quickly moved into Tehama County and has burned over 432,000 acres in Butte and Tehama County and is now the fourth largest wildfire in state history.

In Tehama County alone the fires have destroyed approximately 281 private structures, and several commercial structures and caused significant acreages of timber to be burned. This has created an accumulation of fire debris, much of which has been determined may contain hazardous materials.

Uncontrolled hazardous materials and debris pose significant threats to public health, through inhalation of dust particles and contamination of drinking water supplies, and improper handling of hazardous materials can expose residence to toxic materials and improper transport and disposal of fire debris can spread hazardous substances throughout the community.

Current threats to recovery include obstacles to rebuilding in the Park Fire areas, including (1) a lack of available housing, (2) a lack of availability of homeowner's insurance for residents.

Many Park Fire survivors continue to need access to temporary housing while awaiting resolution of the foregoing. If the Board of Supervisors finds it is necessary to adopt and implement transitory housing measures and temporary housing to expedite the transition of residents who are without housing or have been displaced by the Park Fire to interim and long-term shelter and to house people in safe, secure, and habitable housing on a temporary basis.

This Ordinance will provide affected property owners with viable options to address emergency interim housing solutions.

# ORDINANCE NO. 2140

# AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA TO IMPLEMENT STANDARDS TO ALLOW FOR TEMPORARY HOUSING FOR PERSONS DISPLACED AS A RESULT OF THE PARK FIRE.

The Board of Supervisors of the County of Tehama ordains as follows:

#### ARTICLE I. FINDINGS AND TITLE.

This Ordinance shall be known and may be cited as the **Park Fire Recovery Ordinance**.

## **Urgency Findings.**

This Urgency Ordinance is adopted pursuant to California Government Code Sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors. The Board, in consultation with the Local Health Officer, finds that this Ordinance is necessary for the immediate preservation of the public peace, health, and safety, based upon the following facts:

- A. Pursuant to Article XI, Section 7 of the California Constitution, the County of Tehama ("County") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its residents.
- B. Pursuant to Government Code Section 25123, to protect against an immediate threat to the public peace, health, and safety, the County may adopt an urgency ordinance that takes effect immediately upon adoption by the Board of Supervisors (the "Board").
- C. Pursuant to Section 101080 of the California Health and Safety Code, the County Health Officer may declare a Local Health Emergency on determination that conditions of exposure to hazardous waste exist that pose an immediate threat to the public health, and requires the Local Health Emergency Ordinance to expire after seven days unless ratified by the Board, and requires the Board to review the need for continuing the Local Health Emergency at least once every thirty (30) days and proclaim the termination of the Local Health Emergency at the earliest possible date that conditions warrant the termination.
- D. Conditions of extreme peril to the safety of persons and property have arisen within the County of Tehama, as a result of the following Park Fire, which began on July°24,°2024, as a vegetation fire, caused by suspected arson, in Upper Bidwell Park on the edge of Chico, California. According to CAL FIRE's Status Update Report dated September 4, 2024, the Park Fire has burned in Tehama and Butte Counties, consuming 429,603 acres of land and has become the fourth largest wildfire in state history. To date, in Tehama County, the Park Fire has burned 376,689 acres, destroyed and estimated 273 structures including residences and commercial buildings, and damaged another eight structures. This is in addition to significant acreage of timber that was burned and efforts to contain the fire remain ongoing.

- E. The Park Fire has caused conditions of extreme peril to the safety of persons and property within the County, prompting evacuation orders and warnings for thousands of residents in some of the unincorporated areas of the County.
- F. Pursuant to Government Code Section 8630, the Tehama County Sheriff (OES) proclaimed the existence of a local emergency resulting from the impacts of the Park Fire, which the Board ratified at meetings held on July 30, 2024, and reviewed and confirmed the emergency proclamation on August 27, 2024. The resolutions ratifying the local emergencies also requested that the State of California waive regulations that may hinder response and recovery efforts, as well as make available assistance under the California Disaster Assistance Act or any other state funding, and that the Federal Government expedite access to federal resources and any other appropriate federal disaster relief program.
- G. On August 1, 2024, pursuant to California Health and Safety Code Section 101080, the County's Local Health Officer, Doctor Tim Peters, declared a local health emergency in response to the assessment of the potential public health risks associated with the Park Fire. The Board ratified that declaration in its meeting on August°6,°2024, and reviewed and confirmed the emergency proclamation on August°27,°2024. Dr.°Peters' declarations state that the local health emergency was a consequence of the debris resulting from the Park Fire that contains hazardous material in the ash of the burned qualifying structures.
- H. On July 26, 2024, California Governor Gavin Newsom through the authority granted to him by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, proclaimed a state of emergency in Tehama County due to the Park Fire.
- I. As of September 4, 2024, within the territorial limits of Tehama County, the Park Fire has consumed 376,689 acres of land, destroyed or damaged an estimated 281 structures including residences and commercial buildings, and resulted in evacuation orders or warnings which impacted hundreds of residents. As a result, the Park Fire has created significant debris and hazardous waste. Furthermore, the Park Fire is 99% contained. Even though all Evacuation Orders and Warnings have been lifted, numerous severe public health and safety hazards remain throughout the areas affected by the Park Fire, including many blocked or closed roads, burned trees and vehicles, loss of various public services and the presence of animal carcasses.
- J. Current threats to recovery include obstacles to rebuilding the Park Fire areas, including (1) a lack of available housing, (2) a lack of availability of homeowner's insurance for residents, (3) increased costs of labor and materials, and (4) an economic downturn and inflation, all of which contribute to residents being unable to rebuild their homes. Many Park Fire survivors continue to need access to temporary housing while awaiting resolution of the foregoing.
- K. In the aftermath of the Park Fire, there exists the potential for widespread toxic exposures and threats to public health and the environment, and debris and ash from

residential and commercial structure fires contain hazardous materials. This hazardous material may pose a substantial and/or present hazard to human health and the environment until the property is certified clean. The accumulated exposure to hazardous material over an extended period of time poses a severe hazard to human health and its harmful effects are well-documented.

- L. The combustion of building materials such as siding, roofing tiles, and insulation results in dangerous ash that may contain asbestos, heavy metals and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials.
- M. Exposure to hazardous materials may lead to acute and chronic health effects and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose residents and workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community.
- N. Standards and removal procedures are needed immediately to protect the public safety, health and environment, and to facilitate coordinated and effective mitigation of the risks to the public health and environment from the health hazards generated by the Park Fire.
- O. The Department of Toxic Substances Control ("DTSC") has issued reports regarding the assessment of burn debris from wildfires in the past. The studies of burned residential homes and structures from large scale wildland fires indicated that the resulting ash and debris can contain asbestos and toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978 when lead was banned from household paint in the United States. The reports indicated that the residual ash of burned residential homes and structures has high concentrations of heavy metals that can be toxic and can have significant impacts to individual properties, local communities, and watersheds if the ash and debris is not removed safely and promptly.
- P. It is essential that this Urgency Ordinance become immediately effective to mitigate the harm that could be caused to the public health and safety and to the environment from the improper disturbance, removal and/or disposal of debris containing hazardous materials, to facilitate the orderly response to the Park Fire disaster, and to provide for the temporary housing of displaced persons and the return of those individuals to permanent housing.

# ARTICLE II. DEBRIS REMOVAL.

See information available at County of Tehama's website at www.tehama.gov

# ARTICLE III. EMERGENCY TEMPORARY HOUSING.

### Purpose.

The 2024 Park Fire has created an additional need for housing that follows on the overwhelming need for housing that was created by previous wildfire disasters, including the 2018 Camp Fire and Carr Fire. This Ordinance is enacted to carve out exceptions to Zoning Ordinances, regulations, and policies for residents made homeless or displaced by the Park Fire to allow the fastest possible transition to temporary and long-term shelter. It allows for additional temporary housing opportunities outside of the boundaries of the Park Fires to meet the urgent need for housing of displaced persons.

Although there are exceptions that apply to the areas within the Park Fire affected areas, there are some additional conditions that must be met before any redevelopment within these areas can be permitted. While public safety hazards are being mitigated, persons moving back to the area do so at their own risk and should make themselves aware of potential public safety hazards, including but not limited to falling trees or telephone poles adjacent to the roadways, damaged or unsafe roadways and bridges, and potable water issues. The Ordinance allows persons to place temporary housing on a property after debris and Hazardous Materials have been removed in the area where the structure is to be placed. The purpose of this Ordinance is to develop reasonable standards that allow persons to move back into the Park Fire affected areas recognizing that a massive debris removal program must be implemented and, at the same time, provide temporary shelter for Tehama County residents on private property during this housing crisis.

#### Prohibition.

It is prohibited for any individual, including a Displaced Person, to reside on any premises on which a residential dwelling has been destroyed or damaged by the Park Fire until the premises has been certified clean by the Department of Environmental Health ("DEH") or, in the case of an individual, including a Displaced Person, residing in a recreational vehicle during the Transitory Period that does not qualify as a Temporary Dwelling, the individual can establish to the satisfaction of DEH that the area in which the recreational vehicle is situated does not contain Hazardous Materials and does not affect burn area footprint.

# Administration.

This Article shall be administered under the direction of the Board, by and through the executive leadership of departments specified herein.

#### Effective Period.

A. The provisions in this article shall be temporary. Unless extended or modified by the Board, this article shall expire three years from the date this **Park Fire**Page 4

**Recovery Ordinance** is adopted and be of no further force or effect after that time.

B. Except as otherwise provided herein, no residential recreational vehicle use or temporary housing authorized pursuant to this article shall be used in a manner inconsistent with the Tehama County Code Titles 15 or 17 after the expiration date of this article.

#### Definitions.

The following definitions shall govern the construction of the words and phrases used in Article:

"Cargo Storage Container" means a single box made of steel or other similar material, or a shed, which is designed for securing or protecting items for temporary storage, not exceeding three hundred twenty (320) square feet in size, without utilities, and not used for human habitation.

"Director" means the Director of the Tehama County Department of Environmental Health, the Building Official, or the Planning Director, whether interim or acting, or their designee.

"Displaced Person(s)" means a County resident or residents whose residential dwelling has been destroyed or damaged by the Park Fire, such that the resident(s) cannot occupy the dwelling. Displaced Person(s) may be required to provide verification to the County to substantiate their eligibility for uses, permits and/or approvals described in this article. Evidence may consist of verification by a driver's license or other government-issued identification card or utility bill, etc., with a physical address showing the resident resided on a legal parcel impacted by the Park Fire, as determined by the County. Such a determination may be made by the Director or other County personnel.

"Effective Date" means the date of the Board adoption of this article.

"Effective Period" means the three-year period after the Effective Date

"Mobile/Manufactured Home" means a housing structure transportable in one (1) or more sections, designed and equipped to be used with or without a foundation system, certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401 et seq.). The County shall not grant a permit for the installation of a mobile/manufactured home if such mobile/manufactured home was manufactured before 2014. Mobile/manufactured home does not include recreational vehicle, park trailer, or commercial modular as defined in Division 13, Part 2, Chapter 1, of the Health and Safety Code.

"Movable Tiny House" means a structure utilized as living quarters by one household that is licensed by and registered California Department of Motor Vehicles, meets the American National Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192) requirements and is certified by a qualified third party inspector for ANSI compliance, cannot move under its own power, is not longer than allowed by State law for movement on public highways, has

a total floor area of not less than 150 square feet, and has no more than 430 square feet of habitable living space.

"PARK FIRE" means the wildfire that began July 24, 2024, respectively. As of September 4, 2024, within the territorial limits of Tehama County, the Park Fire has consumed 376,689 acres of land destroyed or damaged an estimated 281 structures including residences and commercial buildings and caused the evacuation of thousands of residents from the fire areas. CAL FIRE maintains a map showing the boundaries of the Park Fire. This fire affected Butte and Tehama Counties.

"Premises" shall mean a single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall be counted as a single "premises" for purposes of this Ordinance.

"Qualifying Structure" means a structure of 330 square feet and over.

"Recreational Vehicle" means a motor home, travel trailer, truck camper or camping trailer that is: (1) self-contained with potable water and sewage tanks and designed for human habitation for recreational or emergency occupancy; (2) self-propelled, truck-mounted, or permanently towable on California roadways; and (3) a California Department of Motor Vehicles licensed vehicle, or a similar vehicle or structure as determined by the Director.

"Temporary Dwelling" means a recreational vehicle, mobile/manufactured home, or movable tiny house in which a Displaced Person resides.

**"Transitory Period"** means the time period after the Park Fire during which recreational vehicles do not need to meet the water, sewage disposal, and electricity hook-up standards. The Transitory Period ends on June 30, 2026.

#### **Use of Cargo Storage Containers.**

The use of Cargo Storage Containers within the Park Fire affected areas shall be allowed, subject to the applicable requirements set forth under the **Standards** section below.

### Residential Use of Recreational Vehicles and Temporary Dwellings.

- A. **Temporary Dwellings with Utility Hook-ups.** Residential use and occupancy of up to one (1) Temporary Dwelling with hook-ups for water, sewage disposal, and electricity consistent with the Tehama County Code shall be allowed per premises during the Effective Period subject to a temporary administrative permit.
- B. **Recreational Vehicles without Hook-ups.** Residential use and occupancy of up to one (1) recreational vehicle which does not meet the water, sewage disposal, and electricity hook-up standards shall be allowed per premises without a Temporary Dwelling thereon during the Transitory Period.

#### C. Standards.

1. During the Effective Period, the following standards shall apply outside of the Park Fire affected areas:

- a. Temporary Dwellings shall have full hook-ups to water, sewage disposal, and electricity.
- b. The property owner or the property owner's authorized agent shall obtain a temporary administrative permit for the Effective Period. Written consent of the property owner is required in all cases.
- c. Use of Temporary Dwellings is contingent on proof of a damaged or destroyed residence as verified by the Director based on prior final building permit or Assessor's records, or other documentation satisfactory to the Director.
- d. The residential use of recreational vehicles and Temporary Dwellings is limited to vehicles and dwellings not on a permanent foundation and used to house Displaced Persons during the Effective Period.
- e. The residential use of recreational vehicles and Temporary Dwellings shall be located outside of required setbacks established in Chapter 17 of the Tehama County Code, unless the applicant can establish to the satisfaction of the Director that there is no other available location outside of the setback area.
- f. The residential use of recreational vehicles and Temporary Dwellings shall be located outside of the boundaries of any recorded easements.
- g. The Temporary Dwelling shall be connected to an approved source of water meeting one of the following criteria:
  - 1) Public water supply;
  - 2) Existing well provided that it has been approved by the Department of Environmental Health as safe for domestic consumption.
  - 3) Other water source as approved by the Department of Environmental Health.
- h. The Temporary Dwelling shall be connected to an approved sewage disposal system meeting one of the following criteria:
  - 1) Public sewer system;
  - 2) Existing on-site sewage disposal system that has been approved by the Department of Environmental Health to be intact, adequately sized, and functioning following the disaster.
- i. The Temporary Dwelling shall be connected to an approved source of electricity meeting one of the following criteria:
  - 1) Permitted electrical service hook-up.
  - 2) Other power source approved by the Tehama County Building Department.
- 2. During the Effective Period, the following standards shall apply inside of the Park Fire affected areas
  - a. Temporary Dwellings shall have full hook-ups to water, sewage disposal, and electricity.
  - b. The property owner or the property owner's authorized agent shall obtain all county permits for all Temporary Dwellings. Written consent of the property owner is required in all cases.
  - c. The residential use of recreational vehicles and Temporary Dwellings is limited to vehicles and dwellings not on a permanent foundation and used to house persons displaced by the Park Fire during the Effective Period

- d. Use of Temporary Dwellings is contingent on proof of a damaged or destroyed residence as verified by the Director based on prior final building permit or Assessor's records, or other documentation satisfactory to the Director
- e. Recreational vehicles, Temporary Dwellings, and cargo storage containers shall be located outside the boundaries of any setbacks established by Chapter 17, unless the applicant can establish to the satisfaction of the Director that there is no other available location outside of the setback area, as well as located outside of recorded easements, roads, driveways, designated flood hazard locations, or areas prone to landslide or debris flow.
- f. At all times, use of a cargo storage container shall be for storage of personal and household belongings only.
- g. For water hook-ups, the recreational vehicle or Temporary Dwelling shall be connected to an approved source of water meeting one (1) of the following criteria:
  - 1) Public water supply;
  - 2) Existing well provided that it has been approved by the Department of Environmental Health as safe for domestic consumption; or Other water source approved by the Department of Environmental Health.
- h. For sewage disposal hook-ups, the recreational vehicle, or Temporary Dwelling shall be connected to an approved sewage disposal system meeting one of the following criteria:
  - 1) Public sewer system;
  - 2) A new or existing on-site sewage disposal system that has been approved by the Department of Environmental Health Director to be intact, adequately sized, and functioning correctly.
  - Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Department of Environmental Health; or
  - 4) Other method of sewage disposal approved by the Department of Environmental Health.
- i. For electricity hook-ups, the recreational vehicle or Temporary Dwelling shall be connected to an approved source of electricity meeting one of the following criteria:
  - 1) Permitted electrical service hook-up; or
  - 2) Other power source approved by the Director.

#### Reconstruction of a legal nonconforming structure.

Reconstruction of a legal nonconforming structure that has been destroyed or damaged shall begin within five (5) years after the fire debris removal is signed-off as complete by the Department of Environmental and shall be completed within three-years after issuance of the building permit. Any reconstruction is subject to all applicable permit requirements and current building standards.

# Use of accessory residential structures for temporary habitation.

For the Effective Period of this article, accessory residential structures, which meet Residential Group occupancies as established by the California Residential Code adopted by

Tehama County, may be used as temporary housing for persons displaced by the Park Fire. During this period, said use shall not be subject to the provisions of existing deed restrictions required by Tehama County, but shall remain subject to all other existing regulations and limitations.

# Use of Accommodations, Homestays, Bed and Breakfast, or other similar uses.

Notwithstanding any contrary provision in the Tehama County Code or any use permit conditions, use of existing promotional or marketing accommodations, homestays, bed and breakfast, or other similar visitor serving uses shall be allowed as temporary housing for persons displaced by the Park Fire subject to approval by the establishment owner.

#### Removal and disconnection.

Every Temporary Dwelling allowed by this article shall be disconnected from water, sewage disposal, and/or electricity hook ups and removed from the property on which it is located no later than the expiration date of this article or within 30 days of a final inspection or the issuance of a certificate of occupancy for a replacement dwelling, whichever is earliest.

# Rebuilding Warning.

The following statement shall be supplied to all individuals applying for a building permit:

"Due to the large number of structures destroyed in the Park Fire areas, it is anticipated that there will be a large number of applications for building permits in the Park Fire areas after Fire Debris and Hazardous Materials have been cleaned up. Building permits within the Park Fire area will not be issued until after a property has been cleared of Hazardous Materials. The Tehama County Health Officer has identified health hazards in the Park Fire area. Even if a property has been cleared of Fire Debris and Hazardous Materials or never had any Fire Debris and Hazardous Materials, it does not mean that there are no other health hazards or dangers on the property, including dangers resulting from fire-damaged or hazard trees. Property owners and residents must do their own investigation to determine whether there are any other health hazards or dangers on the property. The issuance of a building permit for the property does not accomplish this task. A building permit is a ministerial action requiring only limited review by the County to ensure that the structure meets all applicable building standards. In most zones, an individual is allowed by right to construct a residence after receiving a building permit which only requires conformity to building standards. The building permit is issued based on information supplied by the applicant without independent investigation by the County of the property or potential health hazards or dangers. Given the limited scope of enforcement, it is not possible for the County to identify potential health hazards or dangers which are not directly associated with the permitted structure. The applicant is in a position to inspect the property, identify potential health hazards or dangers, and tailor the application to avoid any potential health hazards or dangers."

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act CEQA) pursuant to California Public Resources Code section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions.

#### ARTICLE 5. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

#### ARTICLE 6. EFFECTIVE DATE AND PUBLICATION.

This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. The Clerk of the Board of Supervisors is authorized and directed to publish this Ordinance in accordance with Government Code Section 25124. A complete copy of this Ordinance is on file with the Clerk of the Board of Supervisors and is available for public inspection and copying during regular business hours in the office of the Clerk of the Board of Supervisors, 633 Washington Street, Red Bluff, California and on the County's website at www.Tehama.gov.

	_	f Supervisors of the County of Tehama, State of, 2024 by the following vote:	
AYES:			
NOES:			
ABSENT or NOT VOTII	NG:		
		JOHN LEACH, Chair Tehama County Board of Supervisors	
County of Tehama, State	e of Čalifornia, he	ex-officio Clerk of the Board of Supervisors of the reby certify the above and forgoing to be a full, to by the Board of Supervisors on the day	true
Dated: This da	y of	2024.	

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

#### A SUMMARY OF ORDINANCE NO. 2140

Pursuant to Government Code Section 25124(b), the following constitutes a summary of Urgency Ordinance No. 2140 scheduled for introduction and consideration of adoption at the Tehama County Board of Supervisors meeting on October 1, 2024 at its regularly scheduled meeting held in the Tehama County Board of Supervisors Chambers located at 727 Oak Street, Red Bluff, CA.

The purpose of Urgency Ordinance No. 2140 is to carve out exceptions to Zoning Ordinances, regulations, and policies for residents made homeless or displaced by the Park Fire to allow the fastest possible transition to interim and long-term shelter. It allows for additional temporary housing opportunities outside of the boundaries of the Park Fires to meet the urgent need for housing of displaced persons.

Although these exceptions apply to the areas within the Park Fire affected areas, there are some additional conditions that must be met before any redevelopment within these areas can be permitted. The Ordinance allows persons to place temporary housing on a property after debris and Hazardous Materials have been removed in the area where the structure is to be placed. The Ordinance develops reasonable standards that allow persons to move back into the Park Fire affected areas recognizing that a massive debris removal program must be implemented and, at the same time, provide interim shelter for Tehama County residents on private property during this housing crisis.

A certified copy of the full text of the Urgency Ordinance is posted for review in the County Clerk's Office located at 633 Washington St. Room 12 Red Bluff, CA 96080. If adopted, this Urgency Ordinance shall be in full force and effective on October 1, 2024 and shall be published as required by law.

Published: September 25, 2024

Sean Houghtby Tehama County Clerk & Recorder



Agenda Request Form

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

File #: 24-1680 **Agenda Date:** 10/1/2024 Agenda #: 19.

#### **BOARD OF SUPERVISORS**

# Requested Action(s)

a) Request ratification for the Chair to sign a letter to the President of the United States in support of a Presidential Major Disaster Declaration for the Park and Borel Fires

## Financial Impact:

No impact from this letter. A declaration from the President, as requested in the letter, could bring a significant amount of disaster aid to Tehama County.

# **Background Information:**

On September 25, 2024, Governor Newsom announced a request for a Presidential Major Disaster Declaration for the Park and Borel Fires, which would make disaster relief and recovery aid available for the impacts of the Park Fire, including within Tehama County. Staff has been working with State and Federal partners in order to make this possible.

Due to timing of this agenda posting, a letter will be brought as an addition to packet.



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

# Agenda Request Form

File #: 24-1072 **Agenda Date: 10/1/2024 Agenda #:** 20.

# **CLOSED SESSION**

Requested Action(s)

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

Title: Part One of the Tehama County Public Guardian/Public Administrator Annual Performance **Evaluation Process** 

**Financial Impact:** 

None.

**Background Information:** 



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

# Agenda Request Form

File #: 24-1420 **Agenda Date: 10/1/2024** Agenda #: 21.

# **CLOSED SESSION**

Requested Action(s)

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

Title: Part Two of the Tehama County Health Services Agency Director Annual Performance **Evaluation Process** 

**Financial Impact:** 

None.

**Background Information:** 



Agenda Request Form

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

File #: 24-1596 **Agenda Date: 10/1/2024** Agenda #: 22.

#### **CLOSED SESSION**

Requested Action(s)

Liability Claims Pursuant to Government Code 54956.95

Claimant: Kirk Oral Brown

Agency claimed against: Tehama County

**Financial Impact:** 

None.

**Background Information:** 



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

# Agenda Request Form

File #: 24-1603 **Agenda Date: 10/1/2024** Agenda #: 23.

# **CLOSED SESSION**

Requested Action(s)

a) CONFERENCE WITH LEGAL COUNSEL - INITIATED LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Ford v. County of Tehama, 24CI-000234

**Financial Impact:** 

None.

**Background Information:**