TRINITY COUNTY
BOARD OF SUPERVISORS
TRINITY COUNTY LIBRARY
CONFERENCE ROOM
351 MAIN STREET
WEAVERVILLE, CA

MEETING AGENDA
August 4, 2026

Chairman
Supervisor Heidi Carpenter-Harris - District 4

Vice-Chairman
Supervisor Julia Brownfield - District 5

Supervisor Ric Leutwyler - District 1
Supervisor Jill Cox - District 2
Supervisor Liam Gogan - District 3

Trent Tuthill - County Administrative Officer
Margaret E. Long - County Counsel

The Trinity County Board of Supervisors welcomes you to its meetings which are regularly scheduled for the first and third Tuesday of each month, unless altered to accommodate a holiday, starting at 9:00 a.m. at 351 Main Street, Weaverville, California.

This Board Agenda contains a brief, general description of each item to be considered. Supporting documentation is available online at www.trinitycounty.org, at the County Administrative Office located at 11 Court Street, Room 230, Weaverville, CA, during normal business hours, and in the Public Packet at the rear of the Board Chambers during the meeting.

Written public comments on specific agenda items submitted to the Clerk of the Board (clerkoftheboard@trinitycounty.org) will be handled as follows:

~Comments received prior to 12 PM on the day the agenda is posted will be included in the published agenda packet.

~Comments received after the posting of the agenda and prior to 12 PM on the Monday prior to the Board meeting (excluding holidays) will be 1) emailed to members of the BOS; 2) placed at the end of the printer public binder; and 3) included in a REVSIED online agenda packet that will be published once prior to 5 PM on the Monday before the Board meeting.

~Comments received after 12 PM on the Monday before the Board meeting will be 1) provided to members of the Board in chambers on the day of the meeting; and 2) included in a REVISED online agenda packet published after the conclusion of the Board meeting.

Members of the public wishing to present documents to the Board during the meeting must submit ten (10) copies to the Deputy Board Clerk. When preparing documents for submission during the meeting, please include your name and the agenda item number your comments

relate to on the documents.

If you would like to receive notification via email that the agenda has been posted, please subscribe to notification on the Agendas & Minutes page (https://trinitycoca.portal.civicclerk.com/).

During the meeting the Trinity County Board of Supervisors may take action sitting as the Board of Supervisors and as the governing body of: The Trinity County Transportation Commission, the In-Home Supportive Services Authority, the Consolidated Transit Services Agency, the Trinity County Board of Equalization, the Trinity County Housing Authority and the Solid Waste Local Task Force.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Deputy Board Clerk at the County Administrative Office three (3) full business days prior to the meeting at (530) 623-1382 or clerkoftheboard@trinitycounty.org.

ZOOM INFORMATION

Join Zoom Meeting

Meeting ID: 595 007 2851
Passcode: 267684

Dial In:
1 (669) 900-6833
Phone Commands: *6 Mute/Unmute; *9 Raise Hand

https://support.zoom.us/hc/en-us/articles/201362283-Testing-computer-or-device-audio

Just a reminder that the chat feature is not the appropriate forum to ask questions or provide comments. This chat should only be used to notify us of technical issues. No response will be given in acknowledgment or otherwise via the Zoom chat.

Public Comment given via Zoom can only be done audibly (not via chat), and you must either "Raise Your Hand" or use the chat to request your turn.

9:00 AM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

A. PRESENTATIONS

A.1. Clerk of the Board - Receive an update from U.S. Forest Service representatives regarding matters of interest in Trinity County.

No fiscal impact.

A.2. County Administrative Office - Receive an annual update from SMART

Workforce Center representative Emily King regarding their workforce development programs.

No fiscal impact.

B. PUBLIC COMMENT

This time is for information from the public on matters not appearing on this agenda or within the Consent Calendar. All comments are limited to three minutes and must pertain to matters within the jurisdiction of this Board. When addressing the Board please state your name for the record and address the Board as a whole through the Chair. No action or discussion will be conducted on matters not listed on the agenda, however, the Chair may refer the subject matter to the appropriate department for follow-up or schedule the matter on a subsequent Board Agenda.

C. REPORTS/ANNOUNCEMENTS

C.1. Report from Department Heads

C.2. Report from County Administrative Officer

C.3. Reports from Members of the Board of Supervisors

C.4. Reports from Ad Hocs

- Tourism Funding

D. CONSENT CALENDAR

These items include routine, non-controversial matters and will be acted upon by the Board by one, roll-call motion. If a member of the public has any questions or comments on an item on the consent calendar, they may provide them now. A member of the Board or Staff may request an item be pulled and considered separately.

D.1. Clerk of the Board - Approve regular meeting minutes from July 21, 2026.

No fiscal impact.

D.2. Clerk of the Board - Authorize the Chairman to sign a letter supporting Hayfork High School's 2026 Homecoming Parade.

No fiscal impact.

D.3. Community Development - Planning - Approve amendment number 5 to the agreement with Mintier Harnish extending the term to December 31, 2027, increasing the maximum cost to $2,621,339.50 and adding Exhibit F to expand the scope of work for facilitation of the County's Comprehensive General Plan

update, program EIR and Zoning Code update.

Additional $132,000 from the General Plan Update fund.

D.4. Health and Human Services - Behavioral Health Services - Approve amendment number 2 to the agreement with Central Star Behavioral Health, Inc. extending the term and contract performance time to June 30, 2029, and updating Exhibit B to provide acute psychiatric inpatient hospital services for Trinity County eligible residents.

No impact to the General Fund; up to $250,000 per FY from Behavioral Health.

D.5. Health and Human Services - Fiscal - Approve a budget adjustment for FY 25/26 for County Childrens Fund - Dept. 8511 increasing Revenues by $41,083, Services & Supplies by $31,083 and Interfund Expenses by $10,000.

No impact to the General Fund; increase in County Childrens Fund appropriations in the amount of $41,083. Current cash balance in County Childrens Fund - Fund 511 is $100,969.58.

D.6. Health and Human Services - Public Health - Approve a budget adjustment for FY 25/26 for Tobacco Program - Dept. 4100 increasing Transfers In by $4,200, Services & Supplies by $128, and Interfund Expenses by $4,072; approve a budget adjustment for FY 25/26 for the Health Department - Dept. 4402 increasing Transfers In by $4,200, Services & Supplies by $100,000, and Transfers Out by $4,200; and approve a budget adjustment for FY 25/26 for Realignment: Health Services - Dept. 8493 increasing Transfers Out by $4,200.

No impact to the General Fund; increase in Tobacco Program and Realignment: Health Services appropriations in the amount of $4,200 each and in Health Department in the amount of $104,200. Current cash balance in Tobacco Fund - Fund 109 is $82,962.31, in Health Department - Fund 402 is $112,330.69 and in Realignment: Health Services - Fund 493 is $2,971,967.55.

D.7. Health and Human Services - Public Health - Approve an agreement with the California Department of Health Care Services (DHCS) allowing Trinity County Health and Human Services Agency (HHSA) to participate in the Intergovernmental Transfer program for calendar year 2025, and authorize the Director of Health and Human Services Agency to sign the agreement and any future amendments.

No impact to the General Fund.

D.8. Jail Health - Approve a budget adjustment for FY 25/26 for Jail Health - Dept. 2119 increasing Fixed Assets by $62,000.

No impact to the General Fund; increase in Jail Health appropriations in the amount of $62,000. Current cash balance in Jail Health - Fund 119 is $603,991.83

D.9. Jail Health - Approve an agreement with The WeCare Group to provide dental services to Justice-Involved individuals on an as needed basis.

No impact to the General Fund; up to $10,000 per FY from Jail Health budget.

D.10. Sheriff - Approve amendment number 1 to the agreement with Dr. Dan Purtzer adding an auto-renewal clause to the contract term and removing the Commercial General Liability Insurance requirement to provide autopsy services.

Up to $100,000 over the life of the contract from the Coroner budget.

D.11. Sheriff - Approve amendment number 4 to the agreement with Trinity Services Group, replacing Section 6.1 in its entirety to allow for automatic renewal and adding Exhibit B to operate inmate food services at the Trinity County Jail.

Up to $450,000 per FY from the Jail Budget.

D.12. Solid Waste - Approve amendment number 4 to the agreement with Lawrence and Associates Engineers and Geologist extending the term to June 30, 2031, and updating exhibit B to provide engineering, planning, drilling and other consulting and contracting services to Trinity County.

No impact to the General Fund; up to $100,000 per year from the Solid Waste Enterprise Fund.

D.13. Transportation - Approve a budget adjustment for FY 25/26 for Transportation Commission - Dept. 8237 increasing Service & Supplies by $23,000 and Interfund Expenses by $5,000.

No Impact to General Fund; increase in Transportation Commission appropriations in the amount of $28,000. Current cash balance in Transportation Commission - Fund 237 is $404,183.32.

D.14. Trinity County Transportation Commission - Adopt a resolution which finds that there are no unmet transit needs that are reasonable to meet in Trinity County for FY 2026-27.

No fiscal impact.

E. PUBLIC HEARING

E.1. Solid Waste - Conduct a public hearing to consider adopting a resolution confirming the FY 26/27 Solid Waste parcel fee delinquent list.

No impact to the General Fund; estimated revenue in the amount of $275,000 to the Solid Waste Enterprise Fund.

F. COUNTY MATTERS

These items include non-routine, or controversial matters and are listed alphabetically by department. A member of the Board, Staff or public may request that an item be heard out of order.

F.1. General Services - Approve a budget adjustment for FY 25/26 for General Services - Dept. 1750 increasing Salaries & Benefits by $20,987; and approving a budget adjustment for FY 25/26 for General Fund Contingency - Dept. 9901 decreasing provisions for contingency by $20,987.

Increase in General Fund appropriations in the amount of $20,987; current Contingency balance is $493,612.

F.2. Transportation - Approve a budget adjustment for FY 25/26 for Misc Public Works - Dept. 3110 increasing Revenues by $100 and Interfund Expenses by $740 and decreasing Services & Supplies by $141; and approve a budget adjustment for FY 25/26 for General Fund Contingency – Dept 9901, decreasing provisions for Contingency by $499.

Increase in General Fund appropriations in the amount of $499; current contingency balance is $472,625 (after the previous budget adjustment).

F.3. Community Development - Planning - Discuss and/or provide direction to staff regarding a potential update to Trinity County Code Section 16 - Subdivision.

Unknown fiscal impact.

ADJOURN

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Clerk of the Board
Contact:	Trent Tuthill
Phone:	530-623-1382
Item:	A.1. Update - U.S. Forest Service

Requested Action
Receive an update from U.S. Forest Service representatives regarding matters of interest in Trinity County.

Fiscal Impact
No fiscal impact.

Summary
N/A

Discussion
N/A

Alternatives Including Fiscal Impact
N/A

Departmental Recommendation
N/A

CAO Recommendation
N/A

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	County Administrative Office
Contact:	Trent Tuthill
Phone:	530-623-1382
Item:	A.2. Update - SMART Workforce Center

Requested Action
Receive an annual update from SMART Workforce Center representative Emily King regarding their workforce development programs.

Fiscal Impact
No fiscal impact.

Summary
Receive a presentation from Emily King with SMART Workforce Center, regarding an annual update of their workforce development programs, which provide employment, training, and business services to help jobseekers gain sustainable employment and support the workforce needs of local employers. The presentation will highlight program accomplishments and outcomes in Trinity County over the past year.

Discussion
N/A

Alternatives Including Fiscal Impact
N/A

Departmental Recommendation
N/A

CAO Recommendation
N/A

SMART Workforce Center

America's Job Center of California (*AJCC) WIOA Provider for:*

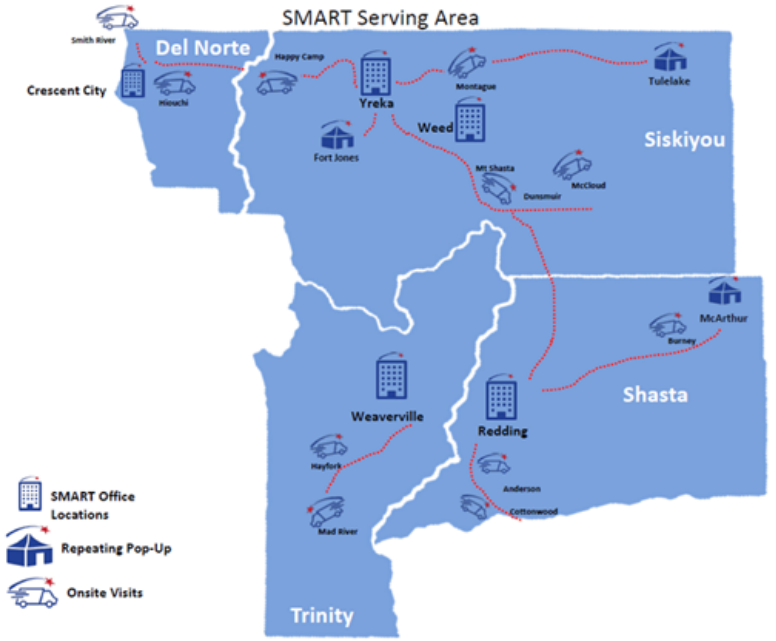
Del Norte, Shasta, Siskiyou, ***Trinity*** *Counties*

BETSEY RAY

PROGRAM DIRECTOR

About SMART

- **1979**: Began in Shasta County
- **2008**: Began serving Trinity County
- **2020:** Began serving Del Norte and Siskiyou Counties
- **47 years** of delivering workforce development services



How SMART is Funded



Law

Federal Funder

State Funder

Regional Workforce Board Funder

Local Service Provider

Community Members And Businesses

Workforce Development Board Structure

The Northern Rural Training and Employment Consortium (NoRTEC)

Regional Workforce Partnership

- Consortium of 11 Northern California
- Established to address the needs of job seekers and businesses in our region.
- Governed by a Joint Powers Authority (JPA)
- Guided by the Workforce Development Board



Alliance For Workforce Development, Inc.

SMART Trinity County AJCC

(America's Job Center of California)

- **Co-located with Shasta College**
- **Hours:**
  - **Monday:** 9:00 AM – 12:00PM AND 1:00 PM – 3:00PM
  - **Tuesday:** 9:00 AM – 12:00PM AND 1:00 PM – 3:00PM
  - **Wednesday:** 9:00 AM – 12:00PM AND 1:00 PM – 3:00PM
  - **Thursday:** 9:00 AM – 12:00PM AND 1:00 PM – 3:00PM
  - **Friday:** By Appointment
  - **Saturday: CLOSED**
  - **Sunday: CLOSED**
- **30 Arbuckle Ct, Ste 1521, Weaverville, CA**



SMART WIOA & Workforce Programs

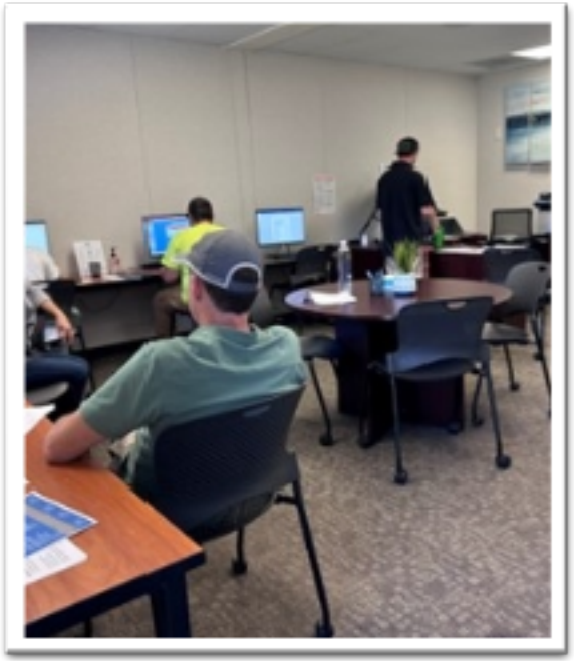
- **Adult (18 +)**
- **Dislocated Worker (18+)**
- **Young Adult** (Out-of-school 18 – 24 years)
- **HIRE Grant** (Justice Impacted Individuals)
- **Trinity County Health & Human Services**
  - **Job Readiness Program**
  - **Expanded Subsidized Employment Program**



Job Seeker Services

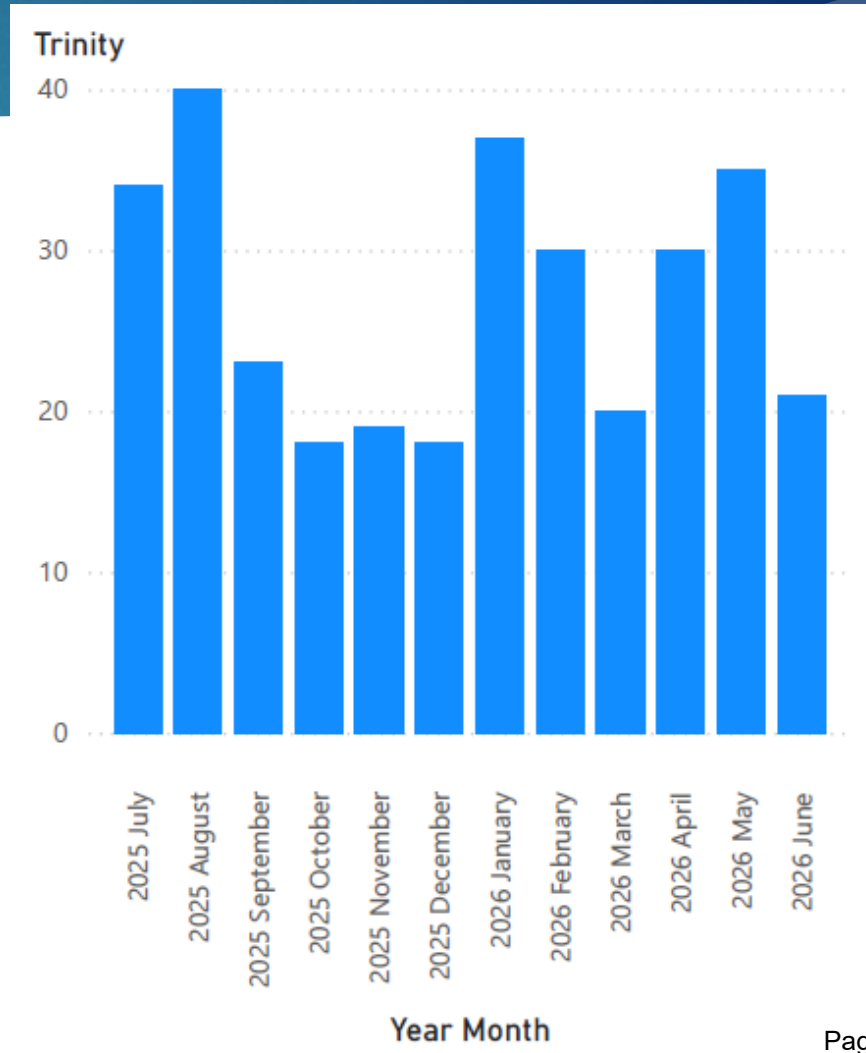
How SMART Helps Job Seekers

- **Career Planning Services**
  - Job search assistance
  - Unemployment Insurance assistance
  - Resume and cover letter development
  - Workshops and resource referrals
  - Priority of service for eligible veterans and low-income individuals
  - Career Pathway planning
- **Supportive Services**
  - Interview and work attire
  - Transportation assistance
  - Limited Housing assistance
- **Training Services**
  - Short-term certificate programs
  - Career Technical Education (CTE)
  - Community College certificates
  - Occupational Skills Training
- **Work-Based Learning Assistance**
  - Structured and paid Work Experience
  - Paid On-the-Job Training (OJT)

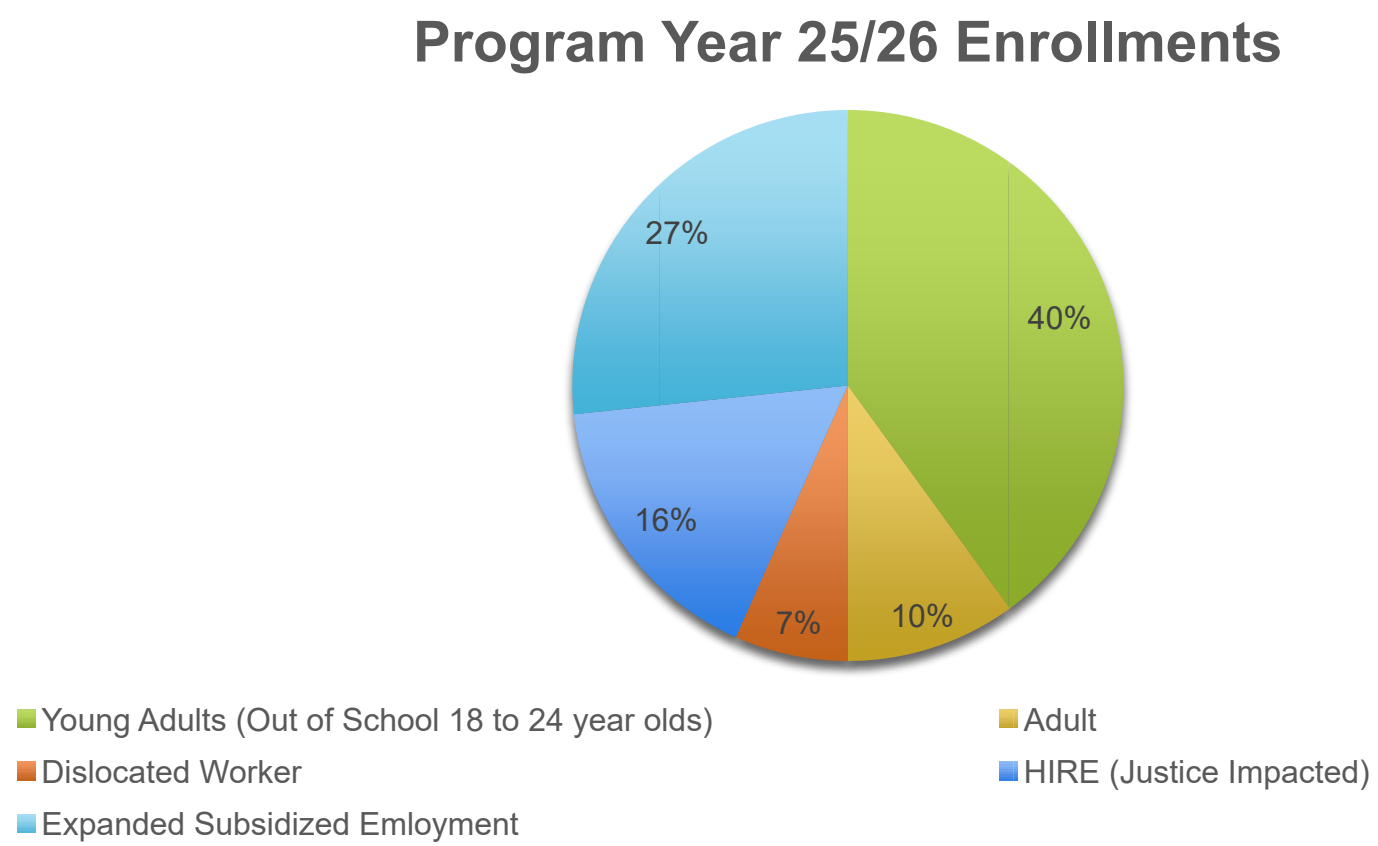


Visitors to Trinity County SMART AJCC

- **268** individuals visited in 25/26



Program Enrollments



SMART's Partnership with Trinity County Health and Human Services

Job Readiness and Expanded Subsidized Employment Program

- **Expanding Subsidized Employment Partnership (Established 2022)**
  - Expanded Subsidized partnership since 2022
  - **146 referrals** since contract origination
- **22 participants** referred to SMART through the Job Readiness and Expanded Subsidized Employment Program
- SMART Provides individualized support, including:
  - Resume assistance
  - Mock Interviewing
- Training assistance:
  - Participants receive individualized job search and placement assistance for paid work experience with employers in Trinity County



HIRE Grant

- **SMART works closely with Trinity County Probation team**

- **5 participants** were enrolled into the HIRE Grant from direct referrals from Trinity County probation.
- SMART works closely with the individuals to over come barriers by providing:
  - Resume development and assistance
  - Mock Interviews and interview preparation
  - Supportive Service Assistance including:
    - Interview clothing and work clothing
    - Temporary housing assistance (case by case)
    - Transportation assistance
- Training Opportunities provided included:
  - Shasta College Fire Academy
  - Class A Commercial Driver's License (CDL) Training
  - Paid On-the- Job Training (OJT) with local Trinity County employers



Employer Partnerships

- Shasta-Trinity National Forest
  - From 2020 to 2025, SMART has partnered with U.S. Forest Service through the National Dislocated Worker Grant.
    - Participants were placed in temporary work crews that helped restore forest lands and public campgrounds damaged by wildfires and severe storms
- Expanded Partnership:
  - Allows participants from other SMART workforce grants to gain temporary employment with the Forest Service.
  - Create a pathway to apply for entry-level seasonal position with the U.S. Forest Service.



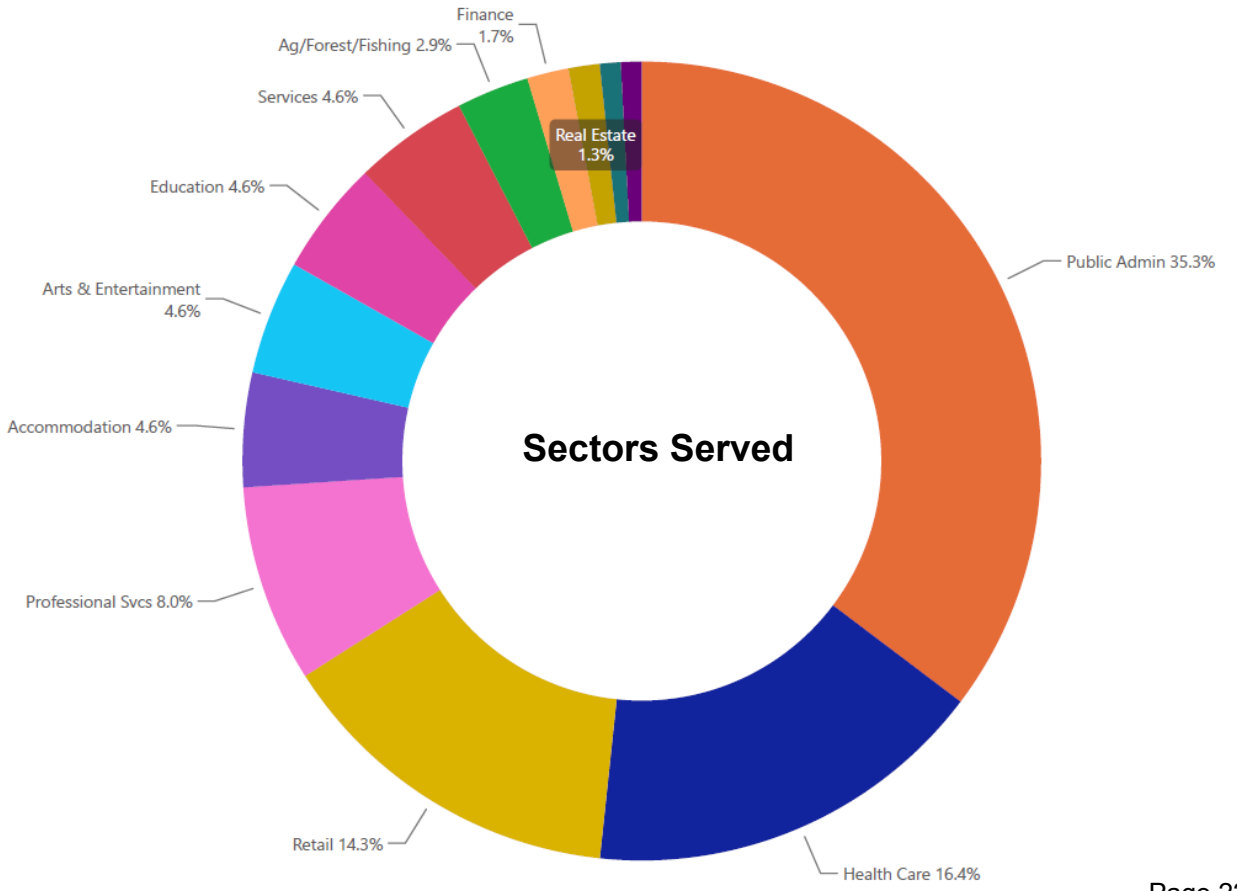
Business Services

- SMART has a dedicated business services team to assist employers
  - Human Resources guidance and support
  - Information on tax credits, including Work Opportunity Tax Credit (WOTC)
  - On-the-Job Training (OJT) wage reimbursement:
    - 50%-100% wage reimbursement for eligible new hires enrolled in SMART workforce programs

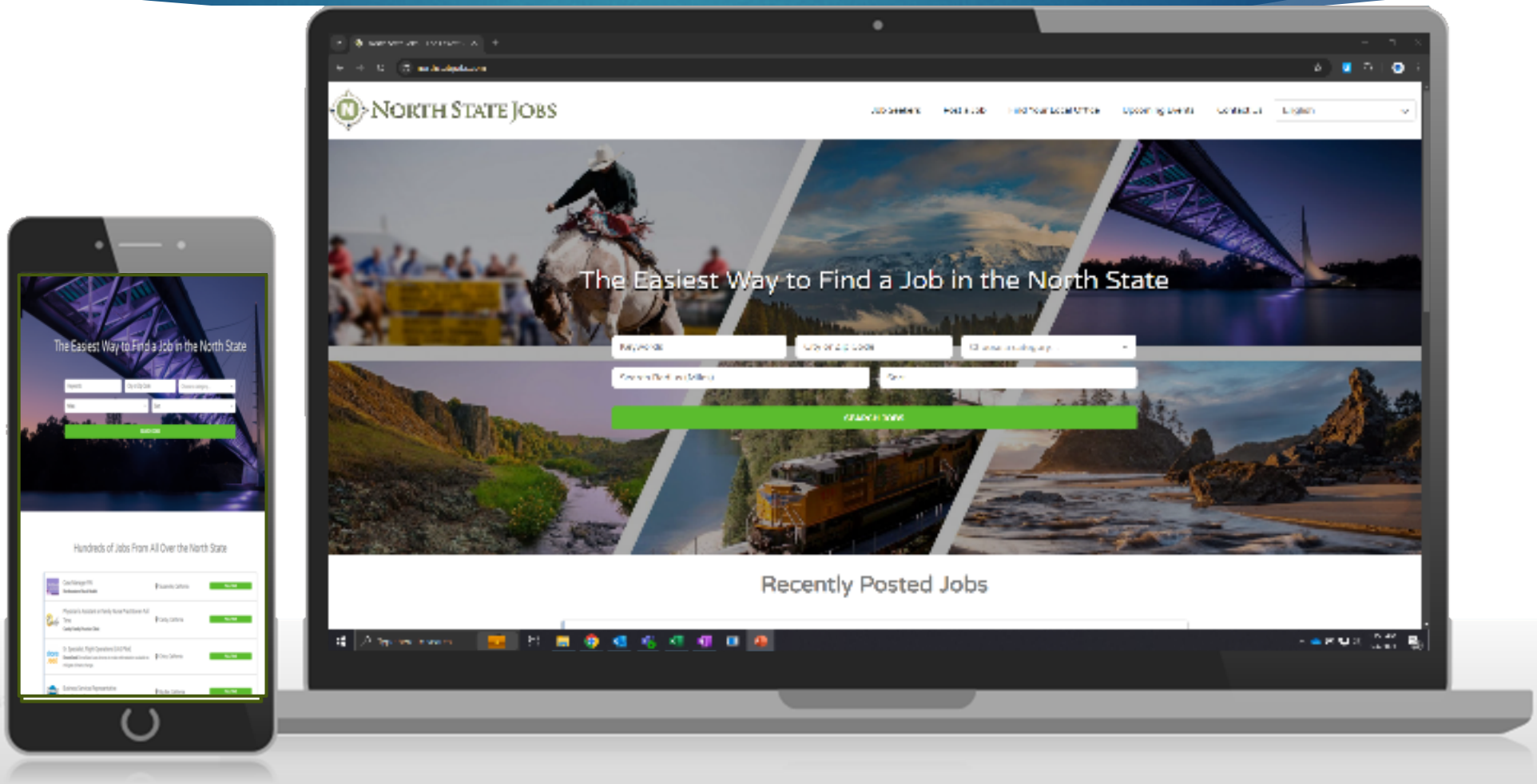


Businesses Served in 25/26

- **39** Unique Businesses were served in Trinity County
- **306** services were provided to those businesses



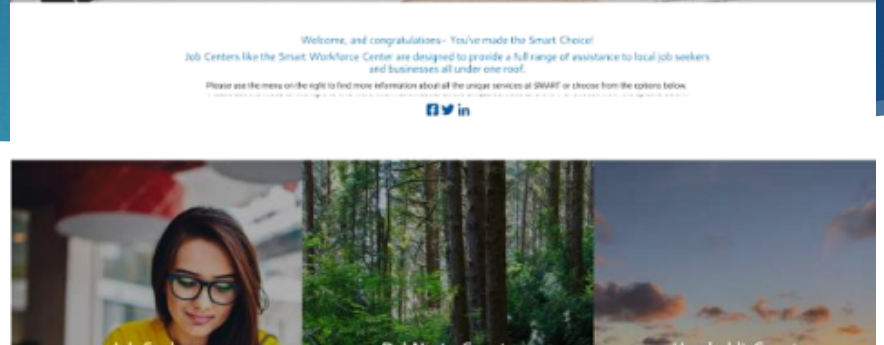
Online Job Board Always Open!

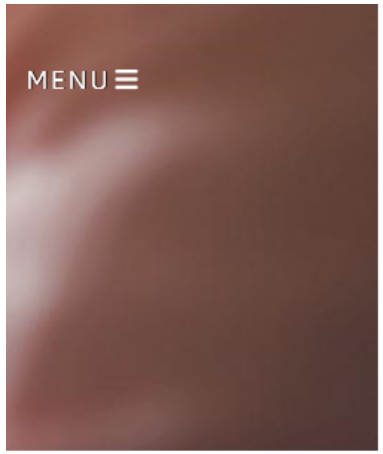


Always Open Online !









Who We Are
About Us
Our History
Meet the Team
Board of Directors
Our Partners

Our Counties
Del Norte
Humboldt
Shasta
Siskiyou
Trinity

News And Information
Forms & Flyers
Press and Recognition
Labor Market Information
Community Coordinator Reports
Testimonials

Employer Services
Employer Services
Employer Contact Sign Up
Rapid Response
Post Job Submission

Job Seeker Services
Find A Job
Job Seeker Services
Adult Services
Dislocated Worker Services
Young Adult Services
Disaster Grant Related Services

Events and Training
Smart Workshops
EDD Workshops
Job Search Resources
Job Fairs

Find Us
Visit Us
Contact Us

Questions and Answers



Thank You

Betsey Ray

Program Director
SMART Workforce Center

530.245.1557

rbetsey@thesmartcenter.biz

Heidi Miller

Community Workforce Specialist

530.623.5538

hmiller@thesmartcenter.biz

www.thesmartcenter.biz

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Clerk of the Board
Contact:	Trent Tuthill
Phone:	530-623-1382
Item:	D.1. Minutes - July 21, 2026

Requested Action
Approve regular meeting minutes from July 21, 2026.

Fiscal Impact
No fiscal impact.

Summary
N/A

Discussion
N/A

Alternatives Including Fiscal Impact
N/A

Departmental Recommendation
N/A

CAO Recommendation
N/A

TRINITY COUNTY
BOARD OF SUPERVISORS
Trinity County Library
Conference Room
351 Main Street
Weaverville, CA

MEETING MINUTES
July 21, 2026

Chairman
Supervisor Heidi Carpenter-Harris - District 4 - ABSENT

Vice-Chairman
Supervisor Julia Brownfield - District 5

Supervisor Ric Leutwyler - District 1
Supervisor Jill Cox - District 2
Supervisor Liam Gogan - District 3

Trent Tuthill - County Administrative Officer
Sean Cameron – Assistant County Counsel

ZOOM INFORMATION

This meeting was conducted with a zoom option.

MEETING CALLED TO ORDER AT 9:00 AM

PLEDGE OF ALLEGIANCE WAS LED BY SUPERVISOR COX

A. PRESENTATIONS

A.1. Probation - Adopted a proclamation of appreciation which recognizes July 19 – 25, 2026 as Probation Supervision Week.

Received comments from Chief Probation Officer Ruby Fierro.

Motion: Cox **Second:** Gogan **Carried**
Ayes: Gogan, Cox, Leutwyler and Brownfield
Absent: Carpenter-Harris

A.2. County Administrative Office - Received a presentation CHP Lt. Paul Gullick on items of interest to Trinity County.

B. PUBLIC COMMENT

Received comments from John Hamilton, Patty Hymas and Ben Kellogg.

C. REPORTS/ANNOUNCEMENTS

C.1. Received a report from Director of Community Development Drew Plebani.

C.2. Received a report from County Administrative Officer Trent Tuthill.

C.3. Received reports from Members of the Board of Supervisors.

C.4. Received a report from the Tourism Funding Ad Hoc.

D. CONSENT CALENDAR

D.1. Auditor/Controller - Approved a budget adjustment for FY 25/26 for Public Defender Realignment - Dept 8501 increasing Revenues and Transfers Out by $41; and approved a budget adjustment for FY 25/26 for Public Defender Realignment- Dept 2170 increasing Transfer In by $41.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.2. Clerk of the Board - Approved meeting minutes for July 7, 2026.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.3. Clerk/Recorder/Assessor/ Elections – Adopted Resolution Number 2026-047 which consolidates the November 3, 2026 General Election.

Received comments from John Hamilton.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.4. Community Development - Cannabis - Approved a budget adjustment for FY 25/26 for Cannabis - Dept 8239 decreasing Services & Supplies and increasing Interfund Expenses by $14,000.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.5. *This item was pulled from the consent calendar and considered separately.*

County Administrative Office - Approved amendment number 1 to the professional services agreement with Prentice Long, PC, to modify the scope of services to provide temporary District Attorney's Office support during the District Attorney's extended absence.

Received comments from Ben Kellogg, Dan Trujillo, County Administrative Officer Trent Tuthill and John Hamilton.

Motion: Leutwyler **Second:** Cox **Carried**
Ayes: Cox, Leutwyler, Gogan and Brownfield
Absent: Carpenter-Harris

D.6. Health and Human Services - Behavioral Health Services – Approved amendment number 4 to the agreement with Mental Health Management, Inc. DBA Canyon Manor, amending the termination and contract performance dates until June 30th, 2029 and including new rates for fiscal year 26/27 to provide sub-acute inpatient or residential mental health stabilization services for Trinity County eligible members.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.7. Health and Human Services - Behavioral Health Services - Approved amendment number 5 to the agreement with Willow Glen Care Center, extending the term and contract performance to June 30, 2029, and adjusting the bed day rate for FY 26/27 to provide residential care to Trinity County adults with mental health conditions.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.8. Health and Human Services - CWS - Approved amendment number 3 with Trinity County Office of Education to provide tutoring services for foster youth.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.9. Probation - Approved an agreement with Butte County Detention Facility to provide housing of detained youth modifying the start date to August 1, 2026.

Received comments from Chief Probation Officer Ruby Fierro.

Motion: Leutwyler **Second:** Brownfield **Carried**

Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.10. Sheriff - Approved an agreement with Kelly Kobylanski, D.O., DABP to provide Forensic Pathology services.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

D.11. Sheriff - Approved amendment number 1 to the agreement with Hayfork Tire, updating Section IX Clause B insurance requirements and removing emergency vehicle road services from services provided.

Motion: Leutwyler **Second:** Brownfield **Carried**
Ayes: Brownfield, Leutwyler, Cox and Gogan
Absent: Carpenter-Harris

E. COUNTY MATTERS

E.1. County Administrative Office - Approved a budget adjustment for FY 25/26 for Fire Protection - Dept 2430 increasing Other Charges by $813, and approved a budget adjustment for FY 25/26 for General Fund Contingency - Dept 9901 decreasing Provisions for Contingency by $813.

Motion: Brownfield **Second:** Leutwyler **Carried**
Ayes: Leutwyler, Brownfield, Cox and Gogan
Absent: Carpenter-Harris

TRINITY COUNTY Board of Supervisors

_____
Heidi Carpenter-Harris, Chairman
Board of Supervisors,
County of Trinity
State of California

Attest:
Trent Tuthill
Clerk of the Board of Supervisors
By:

_____
Deputy

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Clerk of the Board
Contact:	Trent Tuthill
Phone:	530-623-1382
Item:	D.2. Letter - Hayfork High School 2026 Homecoming Parade

Requested Action
Authorize the Chairman to sign a letter supporting Hayfork High School's 2026 Homecoming Parade.

Fiscal Impact
No fiscal impact.

Summary
N/A

Discussion
N/A

Alternatives Including Fiscal Impact
N/A

Departmental Recommendation
N/A

CAO Recommendation
N/A

HAYFORK HIGH SCHOOL

Post Office Box 10 - 231 Oak Avenue
Hayfork, California 96041

Phone: (530) 628-5261
Fax: (530) 628-3091

Principal/Superintendent
Anmarie Swanstrom

RECEIVED
By: _____
JUL 20 2026
Trinity County
Administration and
Board of Supervisors

July 15, 2026

Trinity County Board of Supervisors
101 Court St.
PO Box 1613
Weaverville, CA 96093

Dear Board of Supervisors,

Hayfork High School is once again making plans for their annual Homecoming Parade. Homecoming is set for **Friday, October 2, 2026**. The parade begins at **1:00 pm** at Hayfork High School on Oak Avenue, proceed north to Hwy 3, then west along Hwy 3 to Riverview Rd., and turn east returning to Hayfork High School via Riverview Road and Oak Avenue.

The purpose of this letter is to ask for your renewal/approval of a Resolution supporting this event. We would also like to extend an invitation to attend this fun event!

If you have any questions, please give me a call at Hayfork High School at 530-628-5261. Thank you for your continued support of the young people in our community.

Sincerely,

Anmarie Swanstrom

Anmarie Swanstrom
Principal/Superintendent

TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613

PHONE (530) 623-1217 FAX (530) 623-8365

August 4th, 2026

Hayfork High School
Attn: Anmarie Swanstrom
PO Box 10
Hayfork, CA 96041

RE: Annual Hayfork High School Homecoming Parade

To Whom It May Concern:

The Trinity County Board of Supervisors supports Hayfork High School in their efforts to obtain a parade permit to conduct the following:

Annual Hayfork High School Homecoming Parade, on October 2nd, 2026 beginning at 1:00 PM at Hayfork High School on Oak Avenue. The parade will proceed north to State Highway 3, then west along State Highway 3 to Riverview Road, and turn east returning to Hayfork High School via Riverview Road and Oak Avenue.

Sincerely,

Heidi Carpenter-Harris, Chairman
Trinity County Board of Supervisors

RIC LEUTWYLER DISTRICT 1 | JILL COX DISTRICT 2 | LIAM GOGAN DISTRICT 3 | HEIDI CARPENTER- HARRIS DISTRICT 4 | JULIA BROWNFIELD DISTRICT 5

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Community Development - Planning
Contact:	Drew Plebani
Phone:	530-623-1351
Item:	D.3. Amendment - Mintier Harnish (21-035)

Requested Action
Approve amendment number 5 to the agreement with Mintier Harnish extending the term to December 31, 2027, increasing the maximum cost to $2,621,339.50 and adding Exhibit F to expand the scope of work for facilitation of the County's Comprehensive General Plan update, program EIR and Zoning Code update.

Fiscal Impact
Additional $132,000 from the General Plan Update fund.

Summary
Due to the extensive public interest in the Zoning Code update, the Trinity County Board of Supervisors requested Mintier Harnish prepare a revised work scope and budget to allow for thorough and extensive consideration of Board, Planning Commission, and public comments on the updated Zoning Code. This work scope includes additional Commission and Board study sessions, staff/consultant working sessions, a revised Public Review Draft Zoning Code, and additional public hearings.

This Agenda item formalizes the approval of the contract amendment and associated objectives.

Discussion
N/A

Alternatives Including Fiscal Impact
No impact to the General Fund.

Departmental Recommendation
Approve the amendment as presented.

CAO Recommendation
Approve as Requested

AMENDMENT NO. 4
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 21-035)
BETWEEN
THE COUNTY OF TRINITY
AND
MINTIER HARNISH, LP

WHEREAS, a Contract was entered into the 6th day of April, 2021, and amended on February 20, 2024, January 14th, 2025 and August 19th, 2025 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **Mintier Harnish, LP** ("Contractor"), to provide **the Trinity County General Plan update, zoning ordinance amendment, providing general plan community workshops and program EIR**; and

WHEREAS, the Contract provides for a termination date of December 31, 2026; and

WHEREAS, the parties wish to:

1. Increase the maximum cost by $29,760; and

2. Expand the scope of work and increase the budget; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. VII. MAXIMUM COST TO COUNTY: is amended to read; Notwithstanding any other provision of this contract, in no event will the cost to the County for the services to be provided herein exceed the maximum of 2,488,839.50, including direct non-salary expenses.

2. Add Exhibit D to expand the scope of work and budget for the Prohousing Designation Program.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 16 day of December, 2025.

COUNTY OF TRINITY:

By: _____
Liam Gogan, Chairman
Trinity County Board of Supervisors
Date: 12-16-2025

CONTRACTOR:

By: _____
Name: James Harnish
Title.: Principal/Owner
Date: 1/7/2026

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: _____
Laila Cassis, Director
Human Resources/Risk Management

Exhibit D

Prohousing Designation Program

Scope of Work

Task 1: Initial Evaluation and Preparation for Board of Supervisors Meeting. At the request of County staff, the Consultants researched the Prohousing Designation Program requirements and application process. The Consultants then prepared materials to present to the Board of Supervisors to provide information on the program and a scope of work to complete the application process. As part of this task:

- The Consultants shall complete an initial scoring evaluation for the County based on existing policies and 7th Cycle Housing Element implementation measures. The scoring evaluation is the most time-consuming task in the application process but was necessary to determine whether or not the County's current and planning housing policies are sufficient to achieve the Prohousing Designation. The draft scoring evaluation will be incorporated into the County's application for the Prohousing Designation Program.
- The Consultants and County staff shall facilitate a meeting(s) with HCD to discuss the draft scoring evaluation and benefits of the Program.
- The Consultants shall prepare introductory materials to inform the Board of Supervisors and public about the program and prepared a draft schedule and timeline for potential completion by the March 31, 2026 deadline.
- The Consultants shall facilitate a meeting with the Board of Supervisors to discuss the program.

Task 2: Update Zoning. The Consultant shall assist County staff with preparing updates to zoning regulations for compliance with State law. As described above, these updates are required for eligibility to the Prohousing Designation Program. Under this task:

- The Consultant shall review draft zoning regulation updates prepared by County staff and shall review and revise the materials as necessary to achieve compliance with State law (as identified under Next Steps above.
- The Consultant shall virtually attend up to four public meetings or hearings on the draft updates to zoning regulations for compliance with State law.
- The Consultants shall assist the County in preparing meeting materials, including presentation slides and staff reports.

Task 3: Complete Applications. The Consultants shall assist County staff in preparing applications to the Prohousing Designation Program and Prohousing Incentive Program (PIP). Under this task:

- The Consultants shall draft the Prohousing Designation Program application and shall publish it to the Project website for public review. The Consultants shall draft the application with input from County staff and shall provide an Administrative Draft of the application to staff for review prior to publication for public comment.
- The Consultants shall coordinate meetings with County staff and HCD, as needed to complete the application.
- County staff will draft the PIP application; the Consultants shall provide oversight, and shall review and revise the document as necessary to ensure completion.

Task 4: Public Review. The Consultants shall facilitate public review of the draft applications. Under this task:

- The Consultants shall revise the Administrative Draft Prohousing Designation Program application based on County staff comments and shall prepare the Public Review Draft for publication.
- The Consultants shall publish the Public Review Draft Prohousing Designation Program application and PIP application to the Project website.
- The Consultants shall assist County staff in distributing the draft applications widely, including to agencies and organizations representing lower-income households and households with special housing needs.
- The Consultants shall virtually attend one public meeting to review and receive input on the draft applications.

Task 5: Application Submission and Review. The Consultants shall facilitate submission of the applications and shall work with HCD to negotiate application point scoring and complete any additional required revision. Under this task:

- The Consultants shall revise the Public Review Draft Prohousing Designation Program application to respond to input received and will prepare the final application for submittal.
- The Consultants shall provide oversight and advice to County staff in revising the PIP application to respond to public comments received.
- The Consultants shall assist County staff in developing an adopting resolution meeting HCD requirements and shall attend one public hearing with the Board of Supervisors.
- The Consultants shall submit the applications to HCD for review and approval.
- The Consultants shall facilitate meetings with HCD, as needed, to ensure the County receives the maximum application score and to ensure the application is complete and sufficient.

Proposed Budget

Trinity County Prohousing Designation Task	Hours	Cost
Task 1: Initial Evaluation and Preparation for Board of Supervisors Meeting *(complete)*	24	$5,760
Task 2: Update Zoning *(complete)*	12	$2,880
Task 3: Complete Applications *(ongoing)*	24	$5,760
Task 4: Public Review	24	$5,760
Task 5: Application Submission and Review	20	$4,800
Contingency (for additional HCD coordination and revisions, if needed)	*20*	*$4,800*
Total	**124**	**$29,760**

Billable Rate: Project Manager	$240

AMENDMENT NO. 3
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
Mintier Harnish, LP

WHEREAS, a Contract was entered into the 6th day of April, 2021, and amended on 20th day of February, 2024 and the 14th day of August, 2025 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Mintier Harnish, LP ("Contractor"), to provide General Plan community workshops; and

WHEREAS, the Contract provides for a termination date of December 31, 2025; and

WHEREAS, the parties wish to:

1. Approve a contract amendment to facilitate community workshops to get feedback on community plan revisions based on public comments and board direction in addition to previously agreed upon contract services for an amount not to exceed $50,520.00 outlined in exhibit C.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following

1. Facilitate community workshops to get feedback on community plan revisions based on public comments and board direction in addition to previously agreed upon contract services for an amount not to exceed $50,520.00 outlined in exhibit C.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this 19th day of August, 2025.

COUNTY OF TRINITY:

By: _____
Liam Gogan, Chairman
Trinity County Board of Supervisors
Date: 8-19-2025

CONTRACTOR:

By: _____
Name: Jim Hurwitch
Title.: Principal/Owner
Date: 8/26/2025

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: _____
Laila Cassis, Director
Human Resources/Risk Management

Trinity County GPU

Cost Estimate – Fourth Community Workshop Series

At County staff request, Mintier Harnish has prepared a cost estimate for facilitating a fourth community workshop series to get feedback on community plan revisions based on public comments and Board direction. This cost estimate is based on several assumptions:

- We will conduct the eight workshops in September; four workshops a week, two workshops a night for two nights each week.
- The consultant team will consist of four people (Brent, Michael, Nikki, and Hannah)
- Teams of two consultant will facilitate each workshop (these will be the same consultant teams that facilitated the last community workshop series).

Based on these assumptions, we estimate to following costs:

• Workshop venue reservations (10 hrs.)	$ 1,850
• Workshop publicity (10 hrs.)	$ 1,850
• Workshop preparation time (20 hrs.)	$ 3,700
• Travel to/from Trinity County (8 hrs. X 4 people X 2 round trips)	$13,680
• Car rental (2 cars X 3 days X 2 trips)	$ 1,200
• Hotel (6 nights, 3 rooms); (Airbnb option could reduce this cost estimate)	$ 3,060
• Food (8 meals X 4 people X 2 trips)	$ 960
• Two workshops on two nights twice (6 hrs. X 2 people X 8 workshops)	$20,520
• Workshop results report (20 hrs.)	$ 3,700
TOTAL	**$50,520**

Based on the above-stated assumptions, our cost estimate for facilitating a fourth community workshop series is **$50,520**. Let me know if you have questions or want to discuss our cost assumptions or options.

May 30, 2025 | Mintier Harnish

AMENDMENT NO. 2
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
MINTIER HARNISH, LP

WHEREAS, a Contract was entered into the 6TH day of April, 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **MINTER HARNISH, LP** ("Contractor"), to provide **the TRINITY COUNTY GENERAL PLAN UDPATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR**; and

WHEREAS, on February 20th, 2024, the contract was amended to include updating the Housing Element of the General Plan for an amount not to exceed $148,000;

WHEREAS, the Contract provides for a termination date of December 31, 2025; and

WHEREAS, the Contract provides for amendments;

WHEREAS, the Contractor requested approval for an additional amendment at the Board of Supervisor meeting on December 17, 2025, which was agreeable to the Board;

NOW, THEREFORE, the parties hereto agree to the following:

1. Increase the budgeted amount by $54,155.50 as outlined in the updated scope of work budgetary information, and schedule (Exhibit A); and

2. Extend the Contract to December 31, 2026;

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 14 day of January 2025

COUNTY OF TRINITY:

By _____
Trent Tuthill,
County Administrative Officer

Date: 01-14-2025

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By _____
Name: _____
Title.: _____

Date: 1/15/2025

Risk Management Approval

By: _____
Laila Cassis, Director
Human Resources/Risk Management

mintierharnish
planning consultants

1415 20th Street
Sacramento, CA 95811
(916) 446-0522
FAX (916) 446-7520
mintier@mintierharnish.com
www.mintierharnish.com

M E M O R A N D U M

TO: Trent Tuthill, Trinity County Administrative Officer
Ed Prestley, Trinity County Community Development Director

FROM: Jim Harnish**,** Principal/Owner, Mintier Harnish

CC: Brent Gibbons, Principal Planner, Mintier Harnish
Michael Gibbons, Project Manager, Mintier Harnish
Ryan Lester, Project Manager, Mintier Harnish

DATE: December 4, 2024

RE: Revised Budget Amendment Request; Budget Discussion Follow-up

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Thank you again for meeting to discuss our budget amendment request and revised schedule. I thought it was a very productive meeting. We appreciated the opportunity to discuss in detail the General Plan budget and scope issues. You requested we address five follow-up topics:

- Costs related to the reduction in work scope from 10 community plans to eight;
- Reallocating the remaining Phase 3, Existing Conditions funds to Phase 5, General Plan
- Reallocating the remaining Phase 9 Cannabis Ordinance funds and direct expenses to Phase 7, Environmental Review;
- Reallocating Phase 8 funds intended for enCodePlus to Phase 5, General Plan; and
- Update Schedule Option 1.

I address each of those topics below. In addition, there is one additional item I want to briefly touch on related to the Planning Commission and Board of Supervisors study sessions regarding the Public Review Draft General Plan and community plans.

Cost Reduction Based on Preparing Eight Community Plans Rather than 10
The revised work scope prepared in response to community and Board interest in community plan preparation assumed up to 10 community plans would be prepared. For the purpose of estimating the cost for this work, we assume the plans to be 10 to 20 pages in length, and be focused on unique aspects of each community. We also assume a cost of $10,000 per plan, or $100,000 for the community plan effort.

Ultimately, the Board selected eight communities for which we prepared plans. However, the process of deciding which communities to select, what the community boundaries are, and what topics to address in the plans, was substantially more time consuming and complex than we anticipated in our scope and cost estimate. Having said that, in the interest of resolving the budget issues, I am suggesting we deduct **$20,000** from our budget amendment request because we prepared eight, not 10 community plans.

Remaining Phase 3 Existing conditions Funds Reallocation
There is $30,973.50 remaining in Phase 3. The Phase is complete. I recommend these remaining finds be reallocated to Phase 5 to cover some of the costs in excess of budget.

Cannabis Funds Reallocation
There is $12,327.46 remaining in the budget for work on the Cannabis Ordinance. County staff expressed dissatisfaction with the draft revised Cannabis Ordinance prepared by Rincon Consultants and have decided to revise and finish it in-house. County staff suggested the remaining Cannabis Ordinance budget be moved to Phase 7 Environmental Review and be used by Rincon to coordinate the Cannabis Ordinance Program EIR with the General Plan Program EIR for consistency with the Cannabis EIR mitigation measures. We will reallocate **$12,327.46** to Phase 7 with direction to Rincon Consultants that they review the Cannabis Ordinance Program EIR and prepare a memorandum summarizing their conclusions and how they will ensure consistency between the two EIRs.

enCodePlus Funds Reallocation. Phase 8 of our work scope and budget include the conversion of the General Plan and Zoning Code to on-line, interactive documents. The subcontractor responsible for much of this work in enCodePlus. The current budget for the work, which includes time for Mintier Harnish as well as enCodePlus, is $64,500. After discussing options with County staff, we are recommending we reallocate that **$64,500** to Phase 5 to help cover the costs in excess of budget.

Updated Schedule
The updated project schedule is included below. This schedule reflects the Zoning Code Update occurring prior to the adoption of the General Plan and community plans so that the community can review all documents together for consistency and transparency. This also allows the Environmental Impact Report to have a more realistic picture of impacts from both the General Plan, community plans, and Zoning Code. Next steps on the General Plan include reviewing and compiling all public comments received thus far and sending out the General Plan for agency review. We should have agency comments back in mid-January. The updated schedule has a series of milestones discussed further below for each of the components.

> *General Plan Planning Commission/Board of Supervisors Joint Study Session*
> Our current scope and budget call for two study sessions, one each at the Commission and Board, to review the Public Review Draft General Plan and community plans. During our meeting we discussed the challenge of getting through so much information in one

meeting apiece. We would suggest combining the individual Board and Commission study sessions into two Joint Study Sessions as previously done for prior meetings. This will allow the decision-making bodies to jointly review public comments and make recommendations for incorporation into the Revised Public Review Draft General Plan. The proposed format for the Joint Study Sessions is back-to-back all-day meetings, most likely to occur towards the end of the first quarter of 2025. We are proposing to have one full meeting and half of the second be on the Policy Document (including community plans) and half of the second meeting focus on General Plan re-designations. These meetings are reflected in the schedule below. It is important to note that additional meetings may be required based on feedback, direction, and whether all topics can be completed into the two-day working sessions.

Zoning Code Update

The Zoning Code Update will take approximately one year to complete from November 2024 to November 2025. We proposed dividing the Code into two parts for drafting and review purposes. This will make it easier for County staff to review, the community to weigh in on, and for the Planning Commission to review and provide comments. We are scoped to facilitate two Planning Commission Study Sessions which we are recommending positioning at the after each of the two parts are completed of the Administrative Draft Zoning Code. These are tentatively planned for early late Spring 2025 and late Summer 2025. Following review by the Planning Commission we will work with County staff to compile a complete Public Review Draft for a 90-day public comment period followed by two community workshops slated for Fall 2025 in both Weaverville and Hayfork. These workshops will mirror those completed in 2024. The County may consider facilitating additional workshops, town halls, or study sessions as needed. These are not included in the scope of work.

Environmental Impact Report

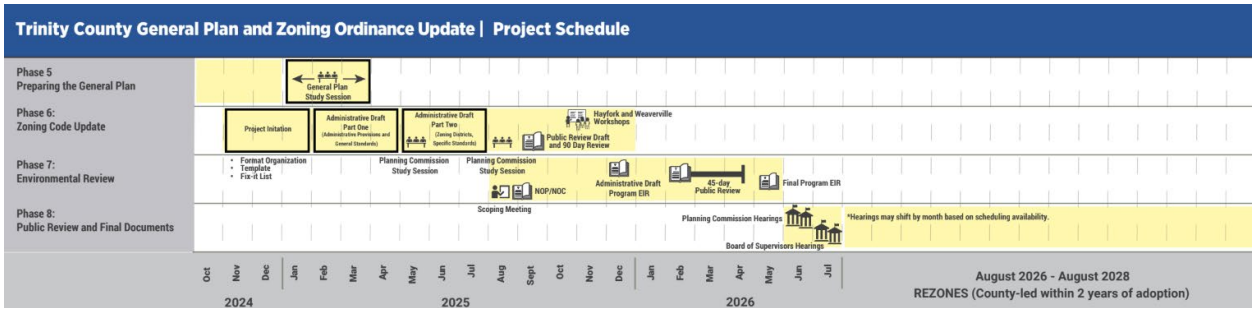
The Environmental Impact Report in the updated schedule was shifted to accommodate the preparation of the Zoning Code Update. Prior to the planned EIR Scoping Meeting slated for Summer 2025, the Consultant will provide a Preliminary Draft Zoning Code for incorporation into the EIR analysis. The EIR process will take approximately 11 months from the Scoping Meeting and Notice of Preparation with a Final Program EIR slated for late Spring 2026.

Hearings

Following the completion of the EIR, the Consultants in collaboration with County staff will facilitate four hearings for the adoption of the General Plan, community plans Zoning Code, and certification of the EIR. Two hearings will be held with the Planning Commission and two with the Board of Supervisors. These hearings are not expected to be all day since both entities would have already reviewed the General Plan in detail through the Study Sessions and the Planning Commission would have already reviewed the Zoning Code in detail in Spring and Summer 2025. The hearings are planned for June and July 2026.

Rezoning

Following the adoption of the General Plan, community plans, Zoning Code, and certification of the EIR, the County will then begin the rezoning hearing process. Jurisdictions are required to complete any rezones associated with the General Plan and Zoning Code within two years of the adoption date. These hearings will be County staff lead and are not included in our scope of work or budget.



Revised Budget Amendment Request

The following table summarizes our revised budget request by topic.

Trinity County GPU Revised Budget Amendment Request	
Held charges/negative Phase 5 balance	$83,629.00
Remaining Phase 5 Tasks	$86,000.00
Subtotal	$169,629.00
Deduction for preparing 8 rather than 10 community plans	-$20,000.00
Reallocate remaining Phase 3 funds	-$30,973.50
Reallocate enCodePlus funds	-$64,500
TOTAL BUDGET AMENDMENT REQUEST	**$54,155.50**

This is a significant reduction in our original request. I hope this is a more workable amount. We look forward to discussing the revised budget request with you and your staff. If you need additional information or have questions before we meet, please let me know.

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
MINTIER HARNISH, LP

WHEREAS, a Contract was entered into the 6TH day of April, 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **MINTER HARNISH, LP** ("Contractor"), to provide **the TRINITY COUNTY PLAN UDPATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR**; and

WHEREAS, the Contract provides for a termination date of June 30, 2024; and

WHEREAS, the parties wish to:

1. Update the Housing Element of the General Plan in addition to the previously agreed upon contract services for an amount not to exceed $148,000 outlined in the scope of work (Exhibit A and budgetary information Exhibit B).

1. EXTEND THE CONTRACT to December 31, 2025 to fully update the Trinity County General Plan; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

2. Update the Housing Element of the General Plan in addition to the previously agreed upon contract services for an amount not to exceed $148,000 outlined in the scope of work (Exhibit A and budgetary information Exhibit B).

3. EXTEND THE CONTRACT to December 31, 2025 to fully update the Trinity County General Plan.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. __ to be executed on this 20th day of February, 2024

COUNTY OF TRINITY:

By: _____
Ric Leutwyler, Chairman
Trinity County Board of Supervisors
Date: 2/20/2024

CONTRACTOR:

By: _____
Name: [illegible]
Title: [illegible]
Date: February 26, 2024

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: _____
Laila Gassis, Director
Human Resources/Risk Management

EXHIBIT A

Work Scope

To successfully complete the Trinity County 7th cycle (2024-2029) Housing Element Update, we have prepared a seven-phase work scope plus a project management task. We have organized these phases to best convey the flow of the project, with the key components of the Housing Element described under Phase 3, Administrative Draft Housing Element. We will work with County staff to refine the scope of work and schedule to include committee meetings, topics, and milestones.

Phase 1 Project Initiation

Mintier Harnish will work in close collaboration with County staff to refine the project work scope, schedule, and community engagement program. We will update the General Plan project website to incorporate the Housing Element, get initial direction from staff, and publish a newsletter to inform the community about the project.

Task 1.1 Project Kick-off Meeting

Mintier Harnish will facilitate a virtual project kick-off meeting with County staff. During this meeting, Mintier Harnish will work with County staff to accomplish the following:

- Review the work scope and schedule.
- Review and discuss overall organization of the Housing Element Update.
- Discuss the community engagement strategy.
- Discuss data resources, approach, and methodology for the sites analysis.
- Discuss critical housing issues and the County's existing Housing Element.
- Review data needs related to fair housing topics.
- Identify local agencies/organizations representing lower income and special needs households

Task 1.2 Community Engagement Strategy

Based on input from County staff at the kick-off meeting, Mintier Harnish will finalize the details of the comprehensive Community Engagement Strategy. The strategy will describe engagement methods, responsibilities, and publicity protocols. Mintier Harnish will structure the Strategy to be inclusive of all those who make up the "community," including residents; workers; businesses; property owners; developers and residential builders; educational institutions; civic, community, and non-profit organizations; religious, social, cultural, and ethnic Committees; and public agencies. In addition to being inclusive, the goal is to create meaningful opportunities for involvement throughout the preparation of the Housing Element Update.

Task 1.3 Website and Online Engagement

Mintier Harnish will develop an interactive, informational page on the General Plan website, for the Housing Element Update to provide an easy-to-use tool for residents to stay informed during the Update process. The website will provide project information, access to all materials developed for the project, announcements about upcoming events, and access to virtual meetings.

Task 1.4 Newsletter #1: Housing Element Update Overview

Mintier Harnish will prepare a newsletter that describes what a housing element is, how and why it is being updated, the project schedule, and how to get involved in the process. We will also include a section on State Housing Element law FAQs. The newsletter will publicize upcoming community engagement opportunities and the first on-line engagement tools.

Task 1.5 Board of Supervisors Study Session

Mintier Harnish will facilitate a study session with the Board of Supervisors to present an overview of the project and schedule and get input and direction on their expectations for the project. We will use the opportunity to discuss housing issues and gain an understanding of the Commissioners' and Board's housing-related priorities and concerns.

Option: For efficiency and cost savings, this study session can be facilitated virtually or by County staff.

Phase 1 Deliverables:

- Request for information (digital; word)
- Stakeholder and community contact list (digital; Excel, pdf)
- Community engagement strategy (digital; Word, pdf)
- Webpage and online engagement (digital)
- Newsletter #1 (Digital; InDesign, pdf)
- Joint Study Session PowerPoint presentation (digital; PowerPoint, pdf)

Phase 2 Housing Policy Analysis

Task 2.1 Virtual Community Workshop #1: Housing Concerns and Needs

Mintier Harnish will prepare a virtual community workshop video for presentation on the Project webpage, County website, and social media. We will design this workshop video to engage residents and stakeholders throughout the county. The workshop will provide a common understanding of the purpose of the Housing Element Update, key steps in the process, and identify opportunities to provide input on housing issues and distinct economic, social, and geographic housing needs. Mintier Harnish will prepare a Housing Needs Survey for distribution in conjunction with the workshop video.

Task 2.2 Stakeholder Interviews

Mintier Harnish will facilitate up to 15 one-hour stakeholder interviews. We will work with the County to identify participants and provide contact information for the stakeholder interviews. Mintier Harnish will coordinate interview times with participants. We will provide a summary of the stakeholder interview results. The stakeholder interviews will be conducted by phone or Zoom.

Task 2.3 Review and Evaluate Current Housing Element

As an initial task to the Housing Element update, and following the kickoff meeting, we will review and evaluate the existing Housing Element. Specifically, we will:

- Document the effectiveness and continued appropriateness of current housing programs and policies
- Evaluate the County's progress in meeting current goals
- Identify any barriers to achieving identified goals
- Identify potential revisions to existing programs

The County's recent Housing Element Annual Progress Reports would be a good starting point for this evaluation. We will interview County staff and compile additional information to provide an assessment of the continued appropriateness of existing programs and whether new programs should be added to address emerging trends and issues. Upon completion of this review, we will provide a memorandum summarizing our findings. We will also develop a recommended format and draft outline for the Housing Element Update.

Phase 2 Deliverables

- Virtual Community Workshop #1 Video (digital)
- 2019-2024 Housing Element evaluation (digital; Word, pdf)
- Stakeholder interviews summary (digital: Work, pdf)
- On-line housing needs survey (on-line)
- Opinion survey results summary (digital: Word, pdf)

Phase 3 Administrative Draft Housing Element

Task 3.1 Existing Housing Needs Assessment

The Housing Needs Assessment is a comprehensive evaluation of current demographic, employment, housing, and housing market conditions and trends. We will use this section as the basis for determining the existing unmet housing needs in Trinity County. This analysis will include the following topic areas:

Demographic Profile and Employment Profile. This section establishes "baseline" population

and employment characteristics for the city, including population growth trends, age characteristics, race and ethnicity, income, and local employment trends, as well as population and employment projections.

Household Characteristics and Housing Stock. Mintier Harnish will use recent data sources to update the description of the existing housing stock in terms of housing stock growth and composition, vacancy rates, housing age and conditions, and overcrowding. We will also describe housing cost burdens and the ability of households of different income levels to pay for housing. We will describe current housing market trends, home sale prices, and rental rates using recent data sources (e.g., DataQuick, Zillow, CalREALTORS records) and based on conversations with local realtors.

Special Needs Housing Analysis. Mintier Harnish will update the analysis of housing needs for special needs populations, including senior households, persons with disabilities, large families, single female-headed households, farmworkers, seasonal workers, extremely low-income households, and persons in need of emergency shelter.

Fair Housing. Mintier Harnish will prepare an assessment of fair housing practices in the County. In 2018, the California State Legislature passed AB 686 to expand upon fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The law requires public agencies to address fair housing disparities and patterns of segregation in housing element updates prepared on or after January 1, 2021, to foster more inclusive communities. To address AB 686, Mintier Harnish will analyze fair housing enforcement and outreach, integration and segregation patterns and trends, racially and ethnically concentrated area of poverty, disparities in access to opportunities, and disproportionate housing need, consistent with HCD's AFFH Guidance for All Public Entities and for Housing Elements (April 2021). We will describe the county's fair housing needs, including a discussion on how the proposed sites inventory promotes fair housing, and will develop meaningful actions that the County can implement to further fair housing issues in the community.

Task 3.2 Housing Resources and Opportunities

The Housing Resources and Opportunities section will include a description of the County's 7th Cycle RHNA from HCD. This analysis will examine the resources and opportunities available for the development, rehabilitation, and preservation of housing. It will include an inventory and analysis of the land resources (i.e., vacant and underutilized sites), as well as the financial and administrative resources available to support housing activities.

Units Approved, Built, or Under Construction. A jurisdiction is allowed to count units that are approved, built, or under construction as of the beginning of the projection period, or completed after that date, but before Housing Element adoption, against its RHNA and calculate the remaining housing need. We will count any of these units against the RHNA and calculate the remaining housing need.

Vacant and Underutilized Sites Inventory. Mintier Harnish will work with County staff to identify and develop an inventory of vacant and underutilized sites. Mintier Harnish will analyze these sites based on HCD requirements and evaluate capacity to meet the RHNA.

Adequacy of Public Facilities and Services. Mintier Harnish will prepare an assessment of the adequacy of water and wastewater infrastructure to meet existing and future housing needs, based on information from local water and wastewater master plans, specific plans, and County staff input.

Inventory of Financial and Administrative Resources. Mintier Harnish will describe local, State, and Federal financial and administrative resources available to help the County implement its housing programs.

Energy Conservation Opportunities. Mintier Harnish will describe opportunities for energy conservation, including the County's General Plan policies that promote energy conservation, and alternative energy and green building measures. We will also describe local energy conservation programs, such as weatherization and rebate programs provided by local utility companies.

Task 3.3 Housing Constraints

Mintier Harnish will review and update the analysis of both governmental and non-governmental constraints, such as land and development costs, site constraints, existing or planned infrastructure, land use controls, building code regulations, fees, and permit and processing procedures. We will also analyze constraints on housing for persons with disabilities, as well as the County's current permitting procedures for emergency shelters, transitional and supportive housing, and single-room occupancy units. We will update this section to address the current economic climate, and housing market. The housing constraints analysis will also document local efforts to remove governmental constraints to improve the County's ability to meet its share of the regional housing needs and satisfy the requirements of the Government Code Section 65583 et seq.

Task 3.4 Virtual Community Workshop #2: Fair Housing

Mintier Harnish will prepare a second virtual community workshop video for presentation on the Project webpage, County website, and social media. We will design this workshop video to provide an overview of Fair Housing assessment and a summary of the fair housing issues and contributing factors identified in Tasks 3.2 and 3.3. Mintier Harnish will prepare a Fair Housing Survey for distribution in conjunction with the workshop video.

Task 3.5 Administrative Review Draft Housing Element

Mintier Harnish will update the 2019-2024 Housing Element goals, policies, programs, and quantified objectives based on the evaluation of the 2019-2024 Housing Element, the housing needs and constraints identified in the Needs Assessment, recent changes to State Housing

Element law, public input from the community meetings, and feedback from County staff. Housing policies and programs will build upon the most successful policies and programs in the 2019-2024 Housing Element.

Phase 3 Deliverable

- Administrative Review Draft Housing Element (digital: Word, pdf)

Phase 4 Public Review Draft Housing Element

Task 4.1 Public Review Draft Housing Element

Mintier Harnish will prepare a Public Review Draft Housing Element based on comments received from County staff on the Administrative Review Draft Housing Element. Mintier Harnish will provide County staff with a digital copy of the Public Review Draft Housing Element to post on the County's website, and we will email the Draft Housing Element to stakeholders and community members on the contact list. Recent changes in State law now require the County to circulate the Public Review Draft Housing Element for a minimum 30-day public comments period. At the end of the comment period, the County must allow for a minimum 10 days to respond to public comments prior to submitting the document to HCD for initial review.

Task 4.2 Newsletter #2: Public Review Draft Housing Element

Mintier Harnish will prepare a newsletter that provides a summary of the key take-aways in the Public Review Draft Housing Element, particularly key changes to policies and programs, any proposed changes to land use designations (locations or density ranges), and what these changes mean for their community. The newsletter will provide an update on the Housing Element process and information on how to provide input on the draft Housing Element.

Task 4.3 Planning Commission Study Session

Mintier Harnish will attend a study session with the Planning Commission to solicit input on the Public Review Draft Housing Element prior to submitting the Housing Element to HCD for the mandated 90-day review period. We will prepare and present a PowerPoint presentation summarizing the Draft Housing Element and HCD requirements.

Option: For efficiency and cost savings, this study session can be facilitated virtually or by County staff.

Task 4.4 Board of Supervisors Study Session

Mintier Harnish will attend a study session with the Board of Supervisors to solicit input on the Public Review Draft Housing Element and request authorization to submit the Housing Element to HCD for the mandated 90-day review period. We will describe all input received from the stakeholder interviews, community meetings, and the Planning Commission study session, and

any revisions to the Public Review Draft Housing Element proposed in response to this input. We will prepare and present a PowerPoint presentation.

Option: For efficiency and cost savings, this study session can be facilitated virtually or by County staff.

Phase 4 Deliverables:

- Newsletter #2 (digital; InDesign, pdf)
- Study Session Materials (digital; PowerPoint)
- Public Review Draft Housing Element (digital; Word, pdf)

Phase 5 HCD Review

Task 5.1 HCD Review Draft Housing Element, HCD Checklists, and Transmittal to HCD

Mintier Harnish will revise the Public Review Draft Housing Element based on direction from the Planning Commission and Board of Supervisors and input from the community, and will prepare an HCD Review Draft to be delivered to HCD. We will provide a digital copy of the HCD Review Draft Housing Element for posting on the County website and will send out an email to stakeholders and community meeting attendees. Under State law, HCD has up to 90 days to review the Draft Housing Element. During the HCD review process, we will maintain close contact with the designated HCD reviewer to respond to any questions he/she may have during the process.

Task 5.2 Meeting with HCD

Following submission of the HCD Review Draft Housing Element and prior to the end of the 90-day review period, Mintier Harnish and County staff will meet with HCD staff or conduct a phone call meeting to discuss the Draft Housing Element and HCD comments. If necessary, we will have additional meetings with HCD after submitting the response to comments to facilitate the review process.

Task 5.3 Response to HCD Comments

Following the County's receipt of HCD comments on the HCD Review Draft Housing Element, Mintier Harnish will prepare a preliminary response to HCD comments and provide this to County staff for their review. Based on comments received from County staff, we will then prepare a formal written response to HCD comments to be submitted to HCD for 60-day review following adoption.

Phase 5 Deliverables:

- HCD Review Draft Housing Element (digital, pdf)
- Response to HCD Comments (digital; Word, pdf)

Phase 6 CEQA Compliance

Mintier Harnish will prepare all required, applicable documents for CEQA review. As County staff are aware, any CEQA determination is based on specific facts related to the project subject to the determination. In our experience with housing elements that include rezonings, land use designation changes, or density increases an Initial Study (IS) and Mitigated Negative Declaration (MND) are typically required. Traffic and VMT analysis may or may not be included. We have included in our budget the typical cost for a housing element IS/MND. The actual cost may be lower, particularly if the General Plan EIR timing aligns with adoption of the Housing Element. If selected for the project, we will work with County staff to refine the cost estimate.

Phase 6 Deliverable:

- Initial Study and Mitigated Negative Declaration (IS/MND) (digital; Word, pdf)

Phase 7 Review and Adoption

Mintier Harnish will work with County staff to respond to HCD staff comments, incorporate those responses into a Public Hearing Draft Housing Element, and facilitate adoption of the Final Housing Element.

Task 7.1 Public Hearing Draft Housing Element

Mintier Harnish will prepare a Public Hearing Draft Housing Element that incorporates all of the responses to HCD comments. Mintier Harnish will provide a digital copy of the Public Hearing Draft Housing Element to post on the County website and will send out an email to stakeholders and the community.

Task 7.2 Public Hearings and Adoption

Mintier Harnish will attend two public hearings–one with the Planning Commission and one with the Board of Supervisors–to present the Public Hearing Draft Housing Element, respond to questions, and record the recommendations of the Planning Commission and the action of the Board of Supervisors.

Option: For efficiency and cost savings, these hearings can be facilitated by County staff.

Task 7.3 Adopted Housing Element and Transmittal to HCD

Mintier Harnish will prepare the Adopted Housing Element that incorporates direction from the Board of Supervisors in adopting the Housing Element. We will prepare a cover memorandum to accompany submission of the Final Housing Element to HCD for the final 60-day certification period and will transmit the Adopted Housing Element to HCD.

Phase 7 Deliverables:

- Planning Commission and Board of Supervisors Hearing materials (digital; PowerPoint; pdf)
- Final Housing Element transmittal memorandum to HCD (digital; Word, pdf)
- Final Housing Element (1 bound hard copy; digital; Word, pdf)

Cost Estimate
Mintier Harnish

EXHIBIT B

Phases, Tasks	Description	MINTIER HARNISH						
		HARNISH Project Director	B. GIBBONS Project Manager	R. LESTER Housing Element Lead	Planner	Subtotal Hours	Subtotal Costs	TOTAL COSTS
Phase 1	**Project Initiation**							
Task 1.1	Project Kick-off Meeting (Virtual)		4	4		8	$1,840	**$1,840**
Task 1.2	Community Engagement Strategy		2	4	6	12	$2,390	**$2,390**
Task 1.3	Website and Online Engagement			4	20	24	$4,340	**$4,340**
Task 1.4	Newsletter #1: Housing, Safety, and Environmental Justice Element Update Overview		2	2	8	12	$2,320	**$2,320**
Task 1.7	Board of Supervisors Joint Study Session			12	2	14	$2,870	**$2,870**
Subtotal		**0**	**8**	**26**	**36**	**70**	**$13,760**	**$13,760**
Phase 2	**Housing Policy Analysis**							
Task 2.1	Virtual Community Workshop #1: Housing Concerns and Needs		2	8	4	14	$2,880	**$2,880**
Task 2.2	Stakeholder Interviews			16	24	40	$7,560	**$7,560**
Task 2.3	Review and Evaluate Current Housing Element			4	8	12	$2,240	**$2,240**
Subtotal		**0**	**2**	**28**	**36**	**66**	**$12,680**	**$12,680**
Phase 3	**Administrative Draft Housing Element**							
Task 3.1	Existing Housing Needs Assessment	2		20	100	122	$22,260	**$22,260**
Task 3.2	Housing Resources and Opportunities	2		20	50	72	$13,510	**$13,510**
Task 3.3	Housing Constraints	2		10	40	52	$9,660	**$9,660**
Task 3.4	Virtual Community Workshop #2: Fair Housing		2	8	4	14	$2,880	**$2,880**
Task 3.5	Administrative Review Draft Housing Element	2	2	20	40	64	$12,260	**$12,260**
Subtotal		**8**	**4**	**78**	**234**	**324**	**$60,570**	**$60,570**
Phase 4	**Public Review Draft Housing Element**							
Task 4.1	Public Review Draft Housing Element	4		16	24	44	$8,680	**$8,680**
Task 4.2	Newsletter #2: Public Review Draft Housing Element		2	2	8	12	$2,320	**$2,320**
Task 4.3	Planning Commission Study Session			12	2	14	$2,870	**$2,870**
Task 4.4	Board of Supervisors Study Session			12	2	14	$2,870	**$2,870**
Subtotal		**4**	**2**	**42**	**36**	**84**	**$16,740**	**$16,740**
Phase 5	**HCD Review Draft Housing Element, HCD Checklists, and Transmittal to HCD**							
Task 5.1	HCD Review Draft Housing Element, HCD Checklists, and Transmittal to HCD			30		30	$6,300	**$6,300**
Task 5.2	Meeting With HCD			6		6	$1,260	**$1,260**
Task 5.3	Response to HCD Comments			24		24	$5,040	**$5,040**
Subtotal		**0**	**0**	**60**	**0**	**60**	**$12,600**	**$12,600**
Phase 6	**CEQA Compliance**							
	General CEQA assistance	4				4	$1,120	**$1,120**
Subtotal		**4**	**0**	**0**	**0**	**4**	**$1,120**	**$1,120**
Phase 7	**Review and Adoption**							
Task 9.1	Public Hearing Draft Housing Element	2	2	20		24	$5,260	**$5,260**
Task 9.2	Public Hearings and Adoption (2)			24		24	$5,040	**$5,040**
Task 9.3	Adopted Housing Element and Transmittal to HCD			4		4	$840	**$840**
Subtotal		**2**	**2**	**48**	**0**	**52**	**$11,140**	**$11,140**
PM	**Project Management**							
Subtotal			8	40	40	**88**	**$17,400**	**$17,400**
TOTAL								
Total Hours		18	26	322	382	748	-	-
2024 Billing Rates		$280	$250	$210	$175	-	-	-
Labor Subtotals		$5,040	$6,500	$67,620	$66,850	-	**$146,010**	**$146,010**
Direct Expenses (e.g., printing hardcopies for HCD, travel)							**$2,000**	**$2,000**
TOTAL COST							**$148,010**	**$148,010**

1) This represents a total not to exceed cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate.
While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

3) Labor rates are subject to change every January 1st, although this change will not change the total budget.

21-035

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
MINTIER HARNISH, LP

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 6th day of April, 2021, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **MINTIER HARNISH, LP** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Comprehensively update the Trinity County General Plan document and Title 17 Zoning Ordinance; and, complete the project Program Environmental Impact Report for the California Environmental Quality Act (CEQA); and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit A.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.

C. Make available all pertinent data and records for review.

IV. TERM OF CONTRACT: This Contract shall commence on April 6, 2021 and shall terminate on June 30, 2024, unless sooner terminated in accordance with the terms hereunder.

V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than June 30, 2024. Time is of the essence with respect to this Contract.

VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.

VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $2,206,404.00, including direct non-salary expenses.

VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

IX. INSURANCE: 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 hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of $1,000,000, and a general aggregate limit of $2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 2819
Weaverville, CA 96093

B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of $1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 2819
Weaverville, CA 96093

C. The Contractor shall be required to carry professional liability and errors & omissions coverage in the amount of $1,000,000 per occurrence or claim, and $2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to 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 in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

X. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

XI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or

omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open

to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.

XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXIV. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.

XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be paid to Contractor

XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.

XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any

judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

TRINITY COUNTY PLANNING DEPARTMENT
P.O. Box 2819
61 Airport Road
Weaverville, CA 96093

If to Contractor:

MINTIER HARNISH
Jim Harnish, Principal/Owner
1415 20th Street
Sacramento, CA 95811
~~rick~~@mintierharnish.com

XXXII. COST DISCLOSURE: In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this Contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

[Signature Page to follow.]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

By: _____
Jeremy Brown, Chairman
Trinity County Board of Supervisors
Date: 4-6-2021

CONTRACTOR:

By: _____
Jim Harnish, JD
Principal/Owner, Mintier Harnish
Date: April 13, 2021

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management Director

TRINITY COUNTY GENERAL PLAN UPDATE,

ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR

Scope of Services

February 12, 2021

This General Plan Update, Zoning Ordinance Amendments and Update, and Program EIR work program outlines a series of logical phases and tasks, with information and community feedback from each step creating the foundation for the next step. Our approach allows County staff, the Technical Advisory Groups (TAGs), the Planning Commission, the Board of Supervisors, and the public ample opportunity to review, comment, and provide direction on the information developed in each phase. It also helps to keep the community informed and involved in the development of the General Plan, which leads to a General Plan with a higher level of acceptance and successful implementation.

Phase 1 Project Initiation

Task 1.1 Request for Information (RFI). The Consultant will provide a Request for Information (RFI) to County staff in advance of the Project Kick-off meeting. The RFI will include data necessary for the Consultant team to prepare the Existing Conditions Background Report, Zoning Ordinance Diagnosis, and Program EIR. We will discuss the RFI at the kick-off meeting and identify the additional research, data collection and growth and economic trend analysis tasks necessary to complete the Existing Conditions Background Report, Zoning Ordinance Amendments and Update, Alternatives Analysis, General Plan Update, and Program EIR.

Task 1.2 Project Kick-off Meeting and County Tour. The Consultant will meet with County staff to review the County's objectives for each project component and to discuss key issues of integration and consistency with existing and future plans and programs. The Consultant will work with County staff as part of this task to accomplish the following:

- Review and discuss overall format and organization of the General Plan Update products;
- Determine a typical review schedule needed by County staff for draft and final work products and a method by which comments should be compiled;
- Establish the roles and responsibilities of County staff and Consultant in preparing the General Plan, Zoning Ordinance Amendments and Comprehensive Update, Program EIR, and involvement in public outreach efforts;
- Discuss the online General Plan and Zoning Ordinance;

- Discuss the formation, role, responsibility, and facilitation of the TAG's;
- Discuss protocols for Planning Commission and Board of Supervisors engagement;
- Identify all available GIS mapping data including its accuracy, status, and most recent update;
- Discuss the RFI and additional data needs;
- Determine/confirm the planning area and community boundaries;
- Refine the project schedule;
- Establish monthly status reporting and project status meeting protocols;
- Determine consultation and coordination of the General Plan Update with appropriate governmental agencies; and
- Identify all water, wastewater, flood protection, and drainage service area providers (e.g., Special Districts, regional organizations, State and Federal Agencies) within unincorporated areas of the county. Confirm service area boundaries and likely relationship to area plan boundaries.

County staff will lead a 1 to 2 day-tour of the county for the Consultant and highlight areas of interest or places that are experiencing change or are expected to experience change and other geographic-based issues.

Task 1.3 Develop Final Work Program. Following the kick-off meeting, the Consultant will work with County staff to confirm the final overall work program, budget, and detailed schedule for the project. This will include refining the scope of work, preparing a detailed project schedule, finalizing staff and Consultant roles and responsibilities, and developing a management structure that will ensure project deadlines are met and the update is completed on time and within the budget.

The work program will include a schedule of Board of Supervisors and Planning Commission Joint Study Sessions where the community and decision makers will have an opportunity to review and comment on key milestones in the update process, including the draft Vision and Guiding Principles, the Alternatives Report, the Preferred Alternative, and the Public Review Draft General Plan.

As a part of this task, we will also work with County staff to develop and finalize a Community Engagement Strategy that we will use to guide engagement throughout the General Plan Update. The strategy will describe how the engagement will be structured to ensure residents, businesses, property owners, and other community stakeholders are aware of and engaged throughout the project. This will include not only multiple opportunities to provide input and feedback, but multiple outreach techniques to maximize community engagement. While we expect to refine the details of the Engagement Strategy with County staff, our work program and budget estimate includes the following engagement elements:

- Project website
- Project logo and branding
- Project business cards
- Newsletters

- Open House Flyers
- Eblasts
- Social media
- Press releases
- Community Opinion survey
- Online engagement
- Community open houses
- Communitywide Events
- General Plan Roadshow Pop-up Booth
- General Plan Update kiosks or displays
- Technical Advisory Groups
- Board of Supervisors and Planning Commission Joint Study Sessions
- Translation services

Throughout every phase of the General Plan Update, we will facilitate an effective engagement program around three key components: education and information; engagement and interaction; and validation and direction. **Education and information** includes a Project website, project logo/branding, business cards, e-blasts, social media posts, press releases, newsletters, and flyers. **Engagement and interaction** includes opinion surveys and online engagement, community open houses, General Plan Roadshow pop-up events, General Plan kiosks or displays, and translation services. **Validation and direction** includes TAG meetings, and Board of Supervisors and Planning Commission Joint Study Sessions, and public hearings.

The following is a detailed description of our suggested engagement activities. These are subject to refinement in consultation with County staff. Each Phase of our work program includes one or more of these activities, which we list at the beginning of the Phase work task descriptions.

Project Website. The Consultant will design, develop, and maintain a Project website. The Consultant will build the website on a user-friendly platform that allows quick and easy updates to the site. In addition to being an important public outreach and information tool, the website will serve as an administrative record of the project. It will include all meeting announcements/materials, draft and final documents, and meeting summaries. Once the site is live, the Consultant will prepare press releases, email blasts, use County social media accounts, and other outreach methods to drive traffic to the site.

Project Logo and Branding. The Consultant will work with County staff to develop an overall brand for the General Plan Update. This will be carried through all materials, the Update website, and presentations to build enthusiasm about the Update and ensure that this effort is distinct in the minds of the public and other stakeholders. As part of this effort, we will prepare three branding options for the County's consideration.

Project Business Cards. The Consultant will design and produce Project business cards that include the Project logo, website address, and other contact information. The Consultant and County staff can hand out the business cards in meetings and public events as a way of

increasing traffic to the project website and interest in the Update. We will print 1,000 business cards.

Newsletters. The Consultant will prepare nine newsletters at key points in the Update. The newsletters will provide a project status report, summarize a key topic or subject (e.g., Assets, Issues, and opportunities, Community Vision, Alternatives), and promote upcoming community engagement events and online activities. The newsletters will be highly graphical, attractive, easy to read, and typically eight pages long. We will print 250 copies of each newsletter and provide them to County staff for distribution at the Planning front counter, in County buildings, other public facilities, at open houses, pop-up events, and General Plan information kiosks.

Flyers. The Consultant will prepare flyers in conjunction with the Community Open House and pop-up events to publicize the events. The flyers will be suitable for posting in County offices and other public buildings, community bulletin boards, and in store windows. We will print 100 flyers for each event.

E-blasts, Social Media, Press Releases. The Consultant team will prepare periodic e-blasts, social media posts, and press releases at key points in the Update to inform the public about engagement opportunities, upcoming meetings and events, and availability of new documents. We will coordinate all public information through County staff.

Community Opinion Survey. The Consultant will work with County to craft, distribute and tabulate a Community Opinion Survey. The Community Opinion Survey will be a critical tool to understanding the community wants, needs, and concerns regarding Trinity County. We will conduct the survey as a part of the online engagement program, through direct mail, and at open houses and pop-up events. We will publicize the survey through the Project and County websites, eblasts, social media, press releases, The Trinity Journal, and announcements at Board of Supervisors and Planning Commission meetings.

Online Engagement. The Consultant will develop and use online engagement platforms, linked from the project website, to collect input from the community. We will regularly update the online engagement tools with new questions, surveys, opinion polls, and geographic mapping tools. The following are typical uses of this engagement, and other ideas will be generated in response to input received, making the input for Trinity County uniquely tailored capture community attitudes on General Plan-related issues. These online activities can also mirror concurrent in-person engagement done at open houses and pop-up events for those community members who were not able to attend in person.

If desired, we will also train County staff to administer the site, so it can be maintained beyond the General Plan Update project as an ongoing forum for general civic engagement. Depending on inputs needed, we will use one or more of the following online engagement tools with this Update: SocialPinpoint, EngagementHQ, and Survey Monkey.

Visit http://pleasanthill2040.com/engage.html to view an example of how we have incorporated public engagement activities on a General Plan Update page.

Community Open Houses. The Consultant will organize, facilitate, and summarize a series of open houses during four Project Phases: Zoning Ordinance Amendments; Assets, Issues, and Opportunities; Land Use and Policy alternatives; and Zoning Ordinance and Map Update.

While the number and location of the open houses will be determined as a part of the work scope refinement in Phase 1, based on our experience with other county General Plan Updates, we suggest five open houses, one in each supervisorial district. This approach brings the open houses to places throughout the County, increases the opportunity for residents in distant, smaller communities to participate, and enables the elected officials to communicate with their constituents. We would also suggest the open houses be held during the same week, some perhaps on the same night, with multiple Consultant team members and County staff attending different workshops at the same time.

Each Open House would have a similar structure. We provide a welcome station and information boards about the current General Plan topic. Second, we will make a PowerPoint presentation about the topic and facilitate a question and answer session. Lastly, we and County staff would staff several information or interactive stations that provide participants to express their opinions. We would provide activities for children, food, and light refreshments.

Countywide Events. In addition to the four rounds of Community Open Houses, the Consultant will facilitate two county wide event that provide additional engagement opportunities. As a part of the overall Update start-up, we will facilitate a General Plan Update presentation to the Board of Supervisors, Planning Commission, TAGS, and interested public (see Task 1.7). During Phase 4, Vision and Guiding Principles, the Consultant will facilitate a Countywide Vision Summit with the Board of Supervisors, Planning Commission, and community (see Task 4.3)>

General Plan Roadshow Pop-up Booths. In some cases, the Consultant could facilitate a pop-up booth at a community event in-lieu of an open house. The Pop-up booth would include the same information boards and activities as the Community Open Houses.

General Plan Kiosks or Displays. The Consultant will provide materials for County staff to display at County buildings or other publicly accessible venues. These General Plan kiosk displays will provide timely information on the Update process, provide posters on current project developments, and provide some opportunities for interactive displays designed to gain community input. The displays will also encourage residents to go online to the project website and use the online engagement tools.

Technical Advisory Group Meetings. The Consultant will work with County staff to form Technical Advisory Groups (TAGs) consisting of three to five members from County departments, the Planning Commission, and qualified individuals from agencies and the public as may be appointed by the Planning Director, led by the Planning Department. The TAGs will be organized around the key General Plan topics or issues, such as economic development, mobility, climate change and adaptation, or safety. The TAGs will provide technical input and review of administrative draft documents throughout the General Plan Update.

The Consultant and County staff will facilitate a series of TAG meetings during seven Phases in

the Update process, including the Existing Conditions Background Report; Assets, Issues, and Opportunities; Vision and Guiding Principles; Alternatives Analysis; General Plan; and Draft PEIR. We suggest that the TAG meetings be held during a one- or two- day period, some possibly at the same time. Consultant team members would attend and facilitate each meeting. The Consultant will collaborate with County staff at the kick-off meeting to determine the number of TAGs, the meeting arrangements, and meeting facilitation.

Board of Supervisors and Planning Commission Joint Study Sessions. The Consultant will facilitate four Joint Study Sessions with the Board of Supervisors and Planning Commission. At each Study Session, the Consultant will provide an update of the Update status, present specific topical information, and solicit direction and feedback from the Board and Commission.

Translation Services. We have included a preliminary budget for Spanish translation services in the Direct Services line item in the Budget Estimate (submitted separately for this proposal). During the Kick-off meeting and work program refinement, we will discuss with County staff expectations for translation services. There are two basic types of translation services: written and verbal. All Update documents can be translated; however, we typically limit written translation to eblasts, newsletters, opinion surveys, open house materials, and other community engagement-related documents. The Project Website would be available in other languages as well. All other project documents (e.g., Existing Conditions Background Report, Alternatives Report, Policy Document, PEIR can be translated as well, but can represent a significant expense. We can also make verbal translation services available at open house, study sessions, and public hearings.

Task 1.4 General Plan Update Presentation. The Consultant will facilitate Countywide meeting with the Board of Supervisors, Planning Commission, other County commissions and committees, the TAGs, County staff, other agency staff, and interested community members. This meeting will kick-off the General Plan Update and inform the decision-makers, staff, and interested public about the process and objectives. The meeting will provide a common understanding of the need for and purpose of the General Plan Update, the key steps in the process, community engagement, legislative mandates, and a segment for everyone to ask questions about the Update. The Consultant will also facilitate a discussion on the major planning issues facing the County.

Task 1.5 Project Management and Coordination. The Consultant will work closely with County staff to manage and coordinate the General Plan Update and Zoning Ordinance Amendments and Update. We will facilitate bi-monthly check-in calls and periodic face-to-face meetings needed to provide project status reports, ensure good communication on upcoming tasks, and to confirm the project deliverables are on schedule and within budget. We will function as an extension of County staff.

Task 1.6 General Plan Audit. The Consultant will work with County staff to evaluate the existing General Plan to determine what works, what does not work, and where the plan is not providing adequate or current guidance. This will be done using our proprietary General Plan Audit Tool. This tool will provide insights on the existing General Plan's clarity; linkages to other plans; progress in achieving desired outcomes; and whether goals, policies, and actions should be carried forward, modified, or removed. The evaluation will address the following topics:

- **Execution.** Indicate whether the policy or implementation program was achieved or carried out.
- **Clarity.** Assess the clarity of the language and its ability to be interpreted to meet its intended purpose. A frequent impediment to implementing a policy or implementation program is wording that does not provide clear direction.
- **Progress.** Assess whether implementation of the policy or implementation program is capable of being monitored. The policy may not be written to provide enough direction or may not be monitored effectively.
- **Outcome.** Indicate whether the policy or implementation program resulted in the desired outcome and achieved the objectives of the General Plan.
- **Continuation.** Indicate whether the goal, policy, or implementation program should be carried forward into the updated General Plan.
- **Current.** Indicate whether the goal, policy, or implementation program already adequately addresses the issues and opportunities the county is currently facing.
- **Modification.** Provide additional recommendations on how the goal, policy, or implementation program should be modified to provide better direction or address current issues and trends.

The Audit will also consider the General Plan additions needed to address changes in State law, the new 2017 Governor's Office of Planning and Research (OPR) General Plan Guidelines, and contemporary planning practice. The results of this review will be documented in a General Plan Audit Report.

Deliverables

- Request for Information (RFI) (digital, pdf)
- Kick-off meeting agenda and attachments (digital, pdf)
- Final work program, Community Engagement Strategy, and budget (digital, Word and pdf)
- Project logo (digital, pdf)
- General Plan Update business cards (1,000 hard copies)
- Project website
- Newsletter #1: General Plan Update Overview (250 hard copies, digital, pdf)
- General Plan Update presentation (digital, PowerPoint)
- Technical Advisory Group direction and meeting agendas (digital, pdf)
- General Plan Audit (digital, Word or Excel)

Phase 2 Zoning Ordinance Amendments to Address State and Federal Law

Task 2.1 Community Engagement

- Board of Supervisors and Planning Commission Joint Study Session #1
- Newsletter #2: Zoning Ordinance Amendments to Address State and Federal Law.
- Community Open Houses: Zoning Ordinance Amendments to Address State and Federal Law

Task 2.2 Zoning Ordinance Amendments Diagnosis. The Consultant will conduct a thorough diagnosis of the Zoning Ordinance to locate areas that are inconsistent with recent changes in State and Federal law.

We will prepare a Zoning Ordinance Amendments Diagnosis Report for County staff review that, at a minimum, will identify:

- Components of the Zoning Ordinance that conflict with or do not fully address zoning State law (e.g., sign standards, telecommunication regulations, objective design standards, ADUs) and provide recommendations to correct any deficiencies.
- Components of the highlighted areas in the Zoning Ordinance that may not be consistent with modern best practices and provide recommendations for refinement.
- Opportunities for including graphics, diagrams, tables, and charts.

The Zoning Ordinance Amendments Diagnosis Report will emphasize those Zoning Ordinance legal deficiencies that require immediate revisions. We will recommend an approach to County staff to prepare Zoning Ordinance Amendments to correct the deficiencies. A complete Zoning Ordinance Diagnosis (Task 7.3) will take place during the comprehensive update to the County Zoning Ordinance in Phase 7.

Task 2.3 Administrative Draft Zoning Ordinance Amendments. The Consultant will prepare Administrative Draft Zoning Ordinance Amendments based on the Zoning Ordinance Amendments Diagnosis Report. We will facilitate TAG and County staff review of the amendments with one or more conference calls or work sessions.

Task 2.4 Preliminary Draft Zoning Ordinance Amendments. The Consultant will revise the Administrative Draft Zoning Ordinance Amendments based on TAG and County staff direction. Graphics will be incorporated in the amendments wherever they may assist users in visualizing the meaning and applicability of development standards.

Task 2.5 Public Review Draft Zoning Ordinance Amendments. Based on direction from the Board and Commission, the Consultant will prepare a Public Review Draft Zoning Ordinance Amendments for public review and adoption.

Task 2.6 Environmental Assessment. The Consultant will prepare an environmental assessment of the Draft Zoning Ordinance Amendments consistent with CEQA. We will prepare an Initial Study checklist to identify any potential environmental impacts of the amendments. Given what we anticipate the Zoning Amendments to be, it is likely that minimal or no environmental impacts will be identified as a result of amendment adoption. We expect to prepare a Negative Declaration or Mitigated Negative Declaration to comply with CEQA.

Task 2.7 Planning Commission Hearing. The Consultant and staff will facilitate **a** public hearing with the Planning Commission to review the Draft Zoning Ordinance Amendments. The Planning Commission will consider all public comments and at the conclusion of the hearings, make recommendations to the Board of Supervisors.

Task 2.8 Board of Supervisors Hearing. The Consultant and staff will facilitate a public hearing with the Board of Supervisors to review the Draft Zoning Ordinance Amendments. At this hearing. the Board of Supervisors will consider the Planning Commission's recommendations and all public comments. At the conclusion of the hearings, the Board of Supervisors will direct the Consultant and County staff to incorporate its recommendations and prepare the Final Zoning Ordinance Amendments.

Task 2.9 Final Documents. Based on direction from the Board of Supervisors, the Consultant will revise the Final Zoning Ordinance Amendments.

Task 2.10 Adoption Hearing. The Consultant and staff will facilitate an adoption hearing with the Board of Supervisors, for certification of the environmental document and adoption of the Final Zoning Ordinance Amendments.

Deliverables:

- Zoning Ordinance Amendments Diagnosis Report (digital, Word and pdf)
- Administrative Draft Zoning Ordinance Amendments (digital, Word and pdf)
- Preliminary Draft Zoning Ordinance Amendments (digital, Word and pdf)
- Public Review Draft Zoning Ordinance Amendments (digital, Word and pdf)
- Newsletter #2: Zoning Ordinance Amendments (250 hard copies, digital, pdf)
- Community Open House display boards (hard copy, large format)
- Environmental Assessment (digital, Word and pdf)
- Final Zoning Ordinance Amendments (digital, Word and pdf)

Phase 3 Existing Conditions Background Report

Task 3.1 Community Engagement

- TAG meetings
- Newsletter #3: Trinity County Snapshot.
- Community Opinion Survey
- Community Open Houses: Assets, Issues, and Opportunities
- Newsletter #4: Assets, Issues, and Opportunities Summary Report.
- Board of Supervisors and Planning Commission Joint Study Session #2

Task 3.2 GIS Database and Base Maps. The Consultant will work with County staff to gather and format information for a Geographic Information Systems (GIS) database covering the County, which we understand is maintained by the Trinity County Resource Conservation District (RCD). The Consultant assume the RCD GIS data is accurate and up to date for the purposes of the General Plan Update. If the database is incomplete or inaccurate, the Consultant will work with RCD, County staff, and other agencies and organizations to refine the data.

The Consultant will prepare the base map for reports and display presentations, including establishing a uniform legend and title block for use on all maps prepared as part of the planning documents. The Consultant will develop all GIS data and mapping prepared for the General Plan Update consistent with County protocols and data formats to ensure easy integration into the County's information system. The Consultant will work with County staff to establish assumptions for the land use database for the County. The Consultant and County will use the database developed for land use planning, identification of development constraints, and preparation of development estimates.

Task 3.2 Administrative Draft Existing Conditions Background Report. The Consultant will compile information on existing conditions within the County. This assessment will not only support the

development of goals, policies, and implementation programs, but will also be used as the setting information used in the Program EIR documentation for the Update.

Compiling existing conditions information will involve reviewing existing and draft documents (e.g., existing General Plan elements, zoning, other plans, special studies, EIRs,) and contacting appropriate agencies and organizations serving the community. The Existing Conditions Background Report will include maps, charts, graphs, and photographs to illustrate conditions and trends in an easy to read format. Each topic area of the report will address the following:

- **Introduction** to the topic
- **Key terms** (as appropriate to topic)
- **Regulatory setting** outlining key Federal, State, and local regulations and policies that are pertinent to the topic
- **Existing conditions** and setting
- **References** (i.e., document citations, websites, and personal communications)

Land Use. The Consultant will analyze the existing General Plan land uses, zoning, planning areas, and adopted plans that affect development in Trinity County. The Consultant will map and analyze existing land uses based on available GIS and/or Assessor's data and identify opportunities and constraints for future development and reuse. The Consultant will also describe regional planning efforts affecting the County.

Planning Areas. The Consultant will prepare profiles for the ten county planning areas, including Big Bar, Denny, Hayfork, Haympom, Junction, Lewiston, North Lake, Salyer-Burnt Ranch, South Fork, South Trinity, Weaverville, and Wildwood. We will prepare GIS base maps for each area and use the maps to display important community information, including land use and zoning. We will describe the history, demographics, land use, zoning and other key characteristics for each planning area.

Population, Employment, and Housing. The Consultant will update County demographic and housing data using the most recent information from the Federal Census and the State Department of Finance. We will prepare a thorough, up-to-date description of the demographic, physical, and social characteristics of the County and document the trends that will influence the County's future.

Circulation and Transportation (Mobility). The Consultant will compile data and information on the existing transportation system, including roadways, transit services, and non-motorized facilities. The mobility analysis will use the 2016 Regional Transportation Plan as a foundation for travel behavior analysis, policies, projects, funding, and performance metrics. The Consultant will prepare a detailed description accompanied with maps and graphics illustrating the roadway system, bicycle and pedestrian facilities, peak hour traffic counts, pedestrian/bicycle counts, and transit routes/stops. We will use available Census and travel survey data to describe the travel behavior of Trinity County's residents and employees. Additionally, we will perform an origin and destination study to support the travel behavior findings. This behavior analysis will help generate base level Vehicle Miles Traveled (VMT), project future VMT, and generate thresholds for environmental review.

Agricultural/Forestry Resources. The Consultant will summarize existing agricultural and forestry resources in Trinity County. For agricultural resources, the Consultant will compile a list of all properties

part of the national Important Farmland Inventory System which identifies those agricultural lands that are of Prime Importance, Statewide Importance, Unique, Locally Important, and Grazing Land. We will include a summary of the cannabis industry, as well as TPZ lands. In addition, the Consultant will summarize existing National forest and State wilderness areas, including the Shasta-Trinity National Forest, Six Rivers National Forest, Mendocino National Forest, Shasta-Trinity National Recreation Area, Trinity Alps Wilderness, and Yolla Bolly-Middle Eel Wilderness.

Biological Resources. The Consultant will summarize sensitive habitats, principal vegetation cover types, and special-status and endangered species in Trinity County. This will include primary source material related to the National Forest and State wilderness areas supplemented with limited windshield surveys and review of existing biology studies completed for the county.

Cultural Resources/Tribal Resources. The Consultant will summarize historic structures and locations and conduct archeological sensitivity analyses for both prehistoric and historic sites using records maintained at the regional information center and in published research papers. The Consultant will ensure that appropriate individuals are contacted with the surrounding Native American Tribes (which may include but is not limited to the Klamath Tribes, Karuk Tribe, Hoopa Tribe, Redding Rancheria, and Pit River Tribe) to ensure sensitive cultural resources are documented appropriately. This section will include areas for the protection of cultural resources consistent with recent State mandates including Tribal Consultation requirements under SB 18 and AB 52.

Public Facilities, Services, and Infrastructure. The Consultant will summarize infrastructure, resources, services, and facilities related to: water supply and delivery, wastewater collection and disposal, stormwater drainage, solid waste and recycling, energy and telecommunications, law enforcement, fire protection, health care, schools and education, and government services. For each of the topical areas described, the Consultant will identify planned facility improvements and estimate future demands based on projected development compared to available capacity and planned improvements, identifying potential facility and/or service shortfalls.

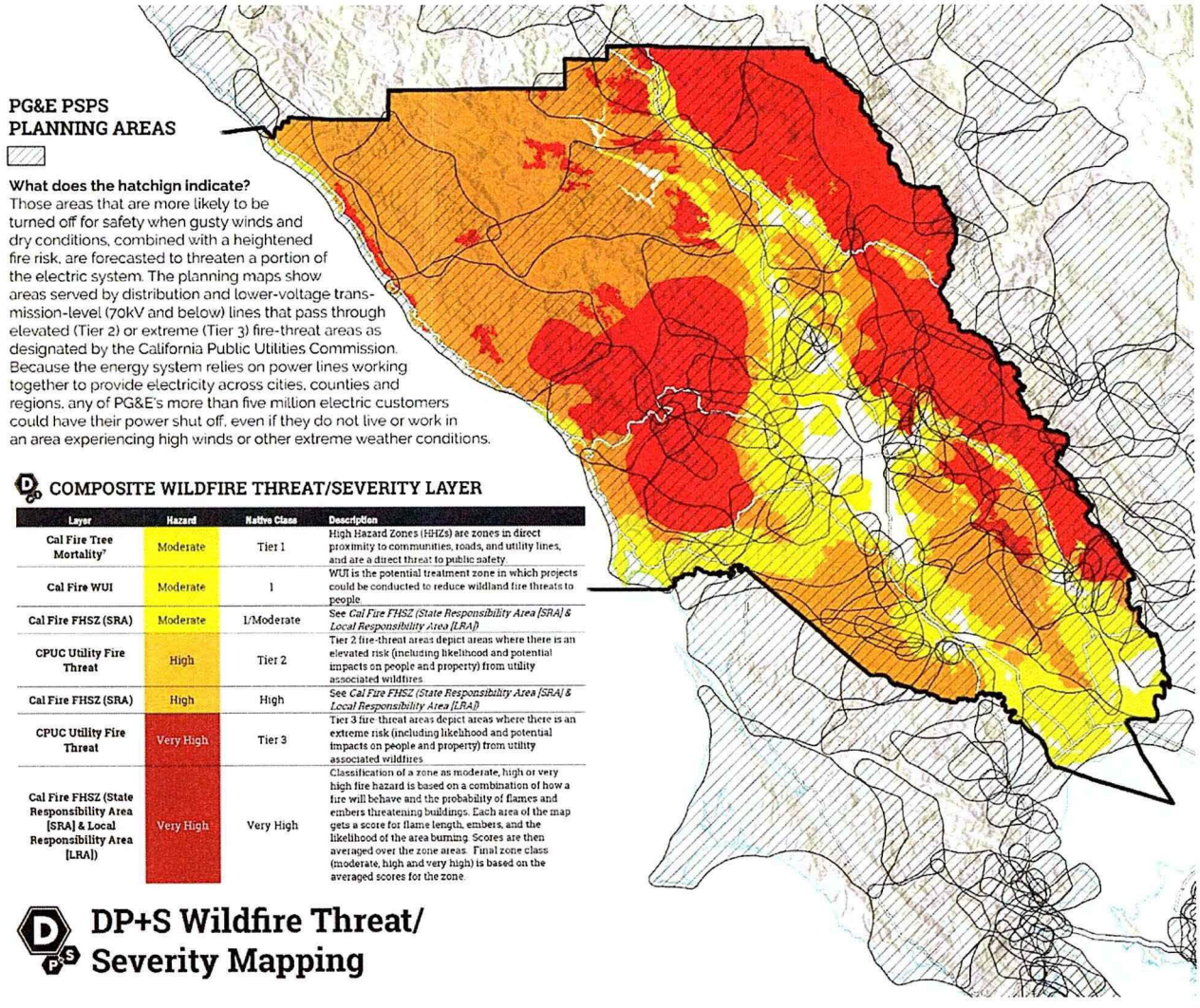
Disadvantaged Unincorporated Communities. The Consultant will also assess if the General Plan must include information related to recent State mandates that require cities to identify service needs for disadvantaged unincorporated communities (SB 244). The County has at least 25 unincorporated communities, many of which do not have public infrastructure. We will determine which, if any, of these communities is considered disadvantaged as defined by SB 244.

Noise. The Consultant will review existing noise data, including recent EIRs and studies, and summarize the existing noise environment in Trinity County resulting from major roadways and highways, and stationary noise sources and activities. The Consultant will also document existing noise sensitive areas and sites and will summarize current information on ground vibration. The Consultant will also update existing noise contours based on the data collected during the noise monitoring survey and traffic data developed/collected.

Air Quality. The Consultant will summarize existing air quality conditions within Trinity County and the nearby vicinity. This will specifically include the location of existing sensitive receptors and emission sources, existing mass emissions, ambient air quality concentration data from the most applicable

monitoring station(s), attainment designations, and natural factors that relate to the transport and dispersion of air pollutants. This summary will include applicable Federal, State, and local regulations.

Safety and Hazards (including Geology). The Consultant will summarize existing natural and manmade hazards. As part of this evaluation, the Consultant will summarize the geological environment and associated hazards. This section will address Seismic Hazard Zones (i.e., Seismic Hazards Mapping Act of 1990 and the Alquist-Priolo Earthquake Fault Zoning Act of 1972) and soil strength properties. The Consultant will describe major creeks, streams, and drainages, and will summarize the latest FEMA floodplain mapping to illustrate potential safety and development constraints. The Consultant will summarize urban and wildland fire risks, fire hazard risk areas, and fire protection resources. The Consultant will also summarize major users and producers of hazardous materials within or adjacent to the County. We will rely on and integrate to the extend appropriate the 2016 Trinity County Hazard Mitigation Plan



Hydrology and Water Quality. The Consultant will summarize sources of groundwater and surface water, water consumption rates, measures used to conserve water, and renewable water facilities and resources. We will review the 37 major rivers, tributaries, and creeks in the County. This section will document potential pollution sources, areas susceptible to water quality degradation, and source issues and capacity constraints.

Greenhouse Gas Emissions. The Consultant will prepare a climate change sction and an existing GHG inventory that includes a discussion of climate change and how the General Plan Update should address this issue, including both the reduction of GHG emissions and climate change vulnerability and adaptation. The section will briefly summarize relevant background information regarding these topics and lay out a framework for the General Plan Update to address climate change, in accordance with State requirements under AB 32 and SB 32.

Climate Change Adaptation. The Consultant will prepare a countywide, planning-level climate change vulnerability assessment, using the Cal- Adapt web-based tool, the Adaptation Planning Guide, the 2017 General Plan Guidelines, and other resources such as the recently completed Multi-Jurisdiction Local Hazard Mitigation Plan. Key issues that we will address include extreme heat, changes in precipitation and drought, increased risk of flooding and wildfire, and other impacts. The assessment will help inform SB 379 adaptation measures to be included in the General Plan.

Environmental Justice. The Consultant will work with County staff to confirm there are no disadvantaged communities in the County as defined by SB 1000 and CalEnviroscreen 3.0.and that inclusion of an Environmental Justice Element is not required. Should the County choose to address the topic whether required or not required by state law, we will prepare a countywide assessment of environmental, health, and equity issues.

Task 3.3 Public Review Draft Background Report. The Consultant will facilitate County staff and TAG review of the Administrative Draft Background Report. While TAG members will be free to review the entire Report, they will be principally responsible for reviewing sections of the Report within their subject area expertise and for which they may have provided data, to assure that the information is complete and accurate. The Consultant will facilitate meetings with each of the TAGs to present the Existing Conditions Background Report, discuss issues, and provide direction on preparing comments.

County Planning staff will be responsible for providing the Consultant a single, consolidated set of comments in track changes, in part to insure there are no conflicting comments or direction. Following receipt of the comments, the Consultant will prepare a Screencheck Draft Existing Conditions Background Report for County staff to confirm the accuracy and completeness of the revisions. Following that review, the Consultant will prepare the Public Review Draft Existing Conditions Background Report.

Task 3.4 Assets, Issues, and Opportunities Summary Report. The Consultant and County staff will prepare an Assets, Issues, and Opportunities Summary Report that highlights the key county issues and opportunities. We will base the summary on the major findings from the Existing Conditions Background Report, and public input gathered during the Community Open Houses, Opinion Survey, and General Plan Roadshow, if that optional task is included in the work program. We will facilitate the review of the

Administrative Draft Report with County staff and the TAGs. We will meet with each of the TAGs and facilitate a discussion of the Report findings.

County staff will provide the Consultant a single consolidated set of comments on the Report. Following receipt of the comments we will prepare the Public Review Draft Assets, Issues, and Opportunities Summary Report.

Deliverables:

- Administrative Draft Existing Conditions Background Report (digital, Word)
- Screencheck Draft Existing Conditions Background Report (digital, Word)
- Public Review Draft Existing Conditions Background Report (digital, Word and pdf)
- Newsletter #3: Trinity County Snapshot (250 hard copies; digital, pdf)
- Open house display boards (hard copy, large format)
- Open house interactive exercise materials (250 hard copies for each exercise)
- Administrative Review Draft Assets, Issues, and Opportunities Summary Report (digital, Word and pdf)
- Public Review Draft Assets, Issues, and Opportunities Summary Report (digital, Word and pdf)
- Newsletter #4: Assets, Issues, and Opportunities Summary Report (250 hard copies; digital, pdf)
- Joint Study Session presentation (digital, PowerPoint)

Phase 4 Community Vision and Guiding Principles

A General Plan vision statement and guiding principles are designed to reflect what community members value most about their community and the shared aspirations of what they envision their community being in the future. The vision statement should be inspirational and set the key values and aspirations for the General Plan guiding principles. The guiding principles should provide more specific guidance that provides the fundamental doctrine that will be used to guide development of the General Plan goals, policies, and implementation strategies.

Task 4.1 Community Engagement

- Newsletter #5: Vision and Guiding Principles

Task 4.2 Draft Vision and Guiding Principles. The Consultant will prepare the Administrative Draft Vision Statement that represents the ideal future for the community and a set of Guiding Principles that support the Vision and represents the County's core values. We will base the Vision and Guiding Principles on input gathered at the Community Open Houses, Opinion Survey, the Board/Commission Study Session, as well as input from County staff. Following review by the TAGs and County staff, we will revise the Administrative Draft and prepare a Draft Vision and Guiding Principles for review with the Planning Commission and Board of Supervisors.

Task 4.3 Vision Summit. The Consultant and County staff will facilitate a Vision Summit with the Planning Commission and Board of Supervisors. The Summit will be widely publicized and will serve as an interactive joint study session. The Consultant present the Draft Vision and Guiding Principles and facilitate an interactive discussion the Board members, Commissioners, TAGs, and public. The objective of the Summit will be to reach

general community consensus about a Vision for Trinity County and a set of principles that will guide the preparation of a General Plan that will help achieve that vision.

Task 4.4 Vision and Guiding Principles Report. The Consultants will prepare a report documenting the results of the Vision Summit and the resulting consensus Vision and Guiding Principles.

Deliverables:

- Draft Vision and Guiding Principles (digital, Word and pdf)
- Newsletter #5: Vision and Guiding Principles (250 hard copies; digital, pdf)
- Vision Summit presentation (digital, PowerPoint)
- Vision and Guiding Principles (digital, Word and pdf)

Phase 5 Evaluating Alternatives

NOTE: The Request for Proposals describes the County's expectations for a robust land use and policy alternatives analysis, including development of a range of alternative land use concepts, land use alternative evaluation in terms of impacts on existing/programmed public facilities or networks, the natural environment, the economy, GHG emission reduction, and County finances, traffic modeling forecasts, and a fiscal impact analysis that includes the fiscal implications of each alternative in five-year increments within the 20-year planning horizon. In our experience, however, such an alternatives analysis is useful only when a city or county is facing significant growth potential and broad choices for where that growth could occur. In the absence of such a circumstance, the range of comparative differences between alternatives (e.g., traffic volumes, VMT, air quality, infrastructure and service costs), is often too small to provide a meaningful comparison of alternatives.

Given Trinity County's limited growth potential, particularly in the next 20 years, we don't think a detailed land use alternatives analysis will provide much value or use to the County. Therefore, we have prepared an optional approach to an alternatives analysis we believe will be much more useful and productive (and less costly). We have also provided tasks and a budget for the RFP-described alternatives analysis. During Task 1.2, if selected, we will discuss with staff which option is preferred by the County.

Alternatives Analysis (RFP-based Work Tasks)

Task 5.1 Community Engagement

- Newsletter #6: Land Use and Policy Alternatives
- Community Open Houses: Land Use and Policy Alternatives
- Board of Supervisors and Planning Commission Joint Study Session #3

Task 5.2 Land Use Alternative Concepts and Policy Option Topics. The Consultant and County staff will develop an existing trends scenario and alternative land use concepts. The Consultant will prepare at least one land use alternative that focus future growth and development to the existing undeveloped and/or underutilized land within the County. In addition to land use concepts, the Consultant and

County staff will identify policy option topics to address key programmatic issues and opportunities. The Consultant and staff will review existing General Plan land use designations and develop a set of updated land use designations on which to base the land use alternative concepts. The land use designations will include allowed uses and standards of population density and building intensity, as well as guidelines for urban form. We will illustrate the designations with graphics and images to show the intended development outcome. The Consultant will provide technical analysis to estimate a balanced land supply for the different components of market demand through the planning horizon year.

Task 5.3 Evaluate Growth Alternatives. Using the Land Use Alternative Concepts, the Consultant and staff will develop population, housing, and employment projections based on buildout of each alternative. We will evaluate the alternatives at a programmatic constraints-level of detail in terms of impacts on an identified set of topics. The assessment conducted will include an evaluation of alternatives in terms of implications for growth, and unincorporated community boundaries, land use and community character, mobility and connectivity, public facilities and services, economic development, greenhouse gas (GHG) emission reduction, and the natural environment. The work done at this stage is designed to help the community compare the relative advantages and disadvantages of each alternative and is not intended to be a full CEQA alternatives analysis (which we will perform as part of a Phase 8).

The Consultant will address the fiscal implications of each alternative in five-year increments within the 20-year planning horizon. Identifying underutilized commercial and industrial land will be key in this analysis. Through economic and fiscal analyses of existing and projected conditions, the draft General Plan shall optimize the mix, amount, types, and location of land uses. The Consultant and staff will develop policy options to address identified key assets, issues, and opportunities.

Using the County Traffic Model, the Consultant will perform traffic forecasts for the land use alternatives. We will also perform future year buildout traffic operations analyses for each alternative, review future year Vehicle Miles Traveled VMT forecast results for reasonableness relative to existing conditions, and identify future deficiencies in the County. As part of this analysis, we will analyze the possible application of transportation system management strategies for their potential success in reducing existing traffic congestion and vehicle miles traveled.

Task 5.4 Alternatives Report. The Consultant will prepare an Administrative Draft Alternatives Report for review by County staff. This Report will contain a mix of land use and circulation alternatives, as well as key policy options. The Alternatives Report will include maps and descriptions for land use alternatives that cover each of the growth/change areas identified. We will group these location-specific alternatives into alternative packages that achieve the Vision and Guiding Principles.

For each policy alternative, the Consultant will identify the issues for which there is clear policy choice and direction, as well as issues where choice and direction is not as clear. We will complete a qualitative comparative assessment of the policy implications of each alternative based on clarity and congruence with key issues.

The Consultant will prepare an Alternatives Report that clearly communicates the potential implications of each alternative, supporting a more informed choice. We will base the assessment of each alternative

primarily on a qualitative look at factors that can be used to differentiate the alternatives and their potential impacts on the community relative to achieving the Vision and Guiding Principles.

The Consultant will present this report to the TAGs and make refinements as needed. Following TAG review, Consultant and County staff will facilitate public review through Community Open Houses, pop- and online engagement. As with Phase 3, we could also provide materials for General Plan pop-up events or kiosks. Following this review, the Consultant will prepare an addendum to the Alternatives Report summarizing community input.

Task 5.5 Preferred Alternative. Based on direction from the Planning Commission and the Board of Supervisors, the Consultant and County staff will prepare a Preferred Alternative land use diagram and description, as well as a set of preferred policy options to address identified assets, issues, and opportunities.

OR

Alternatives Analysis (Consultant Recommended Option)

During this phase, the Consultant will facilitate dialogue with the community and decision-makers to establish community priorities for future growth and change. We will use the from results the Existing Conditions and Trends Workbook, Map Atlas, General Plan Roadshow, and Vision and Guiding Principles to facilitate a community charrette, TAG conversations, and Planning Commission/Board of Supervisor study sessions focused on growth options and policy choices. Out of this dialogue we expect to emerge consensus on future growth and change.

Task 5.1 Community Engagement

- Countywide Planning forum
- Newsletter #6: Land Use and Policy Alternatives
- Board of Supervisors and Planning Commission Joint Study Session #3

Task 5.2 Countywide Planning Forum. The Consultant will organize and facilitate a four-day Countywide Planning Forum to develop, refine, and evaluate growth and policy options. The objectives of the Planning Forum will be to develop and evaluate land use options, gather input from the community, and formulate recommendations to the Planning Commission and Board of Supervisors. Preferably the Forum would be held in an easily accessible central location, possibly in a vacant storefront in Weaverville. If possible, we would create a temporary parklet in the parking spaces in front of the forum site, furnish with benches and plants, and decorate with lights.

> **Day 0.** In advance of the Planning Forum, we will facilitate a work session with the TAGs and County staff to identify likely focus and growth areas. We will summarize key findings from the Existing Conditions Background Report, including vacant land, existing land use, zoning, infrastructure, and ownership. We will prepare a series of detailed community land use maps and identify those areas of the County with the greatest potential for change. We will also identify key policy options most likely to impact growth and change. We will work with the TAGs and County staff to refine the data and agree on an approach to addressing land use and policy options at the Forum. Based on the results of the work session, the Consultant will prepare background information, analysis, and other materials for the Planning Forum.

Day 1. Evening. Present background information, framework diagrams, and concept options; open house for attendees to study the presentation materials and ask questions of the Consultant and County staff; a keynote speaker to address a significant topical area of community interest.

Day 2. Flesh out some big ideas about growth and change potential against the backdrop of the Vision and Guiding Principles; tour Weaverville and communities with development potential; work throughout the day to frame the remaining charrette agenda; and brainstorming session with County staff to refine the agenda and big ideas. Community members will be encouraged to drop by and listen in on the discussions.

Day 3, Morning. Facilitated breakout sessions with community members organized around development opportunities and policy options. Using maps, graphics, and three-dimensional building blocks, community members will provide their ideas about growth and change. Questions we might ask the participants are:

- What is your big idea for the future development in the County?
- Do you want growth and development?
- Which types of development and uses should be part of County's future?
- What changes, if any, are needed to be made to achieve the County's vision?

Day 3, Afternoon and Evening. The Consultant and County staff work sessions (open to the public) to refine options, including site visits and walking tours of key opportunity sites. We will develop alternative land use concepts and identify pros and cons of each.

Day 4. Finalize land use concepts and policy options, summarize the pros and cons of each option, prepare presentation materials, and facilitate a public presentation to share the work completed over the three days, answer questions, and get additional community input.

Task 5.3 Alternatives Report. The Consultant will prepare a report summarizing the alternative land use concepts and policy options. As a part of the report, the Consultant will prepare a summary fiscal analysis that identifies the likely fiscal implications of each concept. We will submit the Report to the TAGS and County staff for review and revise accordingly.

Task 5.4 Preferred Alternative. Based on direction from the Board of Supervisors and Planning Commission, the Consultant and County staff will prepare a Preferred Alternative Land Use Diagram and description, as well as a set of preferred policy options to address identified assets, issues, and opportunities.

Deliverables:

- Administrative Draft Alternatives Report (digital, Word and pdf)
- Public Review Draft Alternatives Report (digital, Word and pdf)
- Public Review Draft Alternatives Report Addendum (digital, Word and pdf)
- Newsletter #6: Land Use and Policy Alternatives (250 hard copies; digital, pdf)
- Open House display boards (hard copy, large format)
- Joint Study Session presentation (digital, PowerPoint)
- Preferred Alternative (digital, pdf)

Deliverables:

- Administrative Draft Alternatives Report (digital, Word and pdf)
- Public Review Draft Alternatives Report (digital, Word and pdf)
- Newsletter #6: Land Use and Policy Alternatives (250 hard copies; digital, pdf)
- Joint Study Session presentation (digital, PowerPoint)
- Preferred Alternative (digital, pdf)

PHASE 6: PREPARING THE GENERAL PLAN

The General Plan Update will be a comprehensive rewrite to implement the Vision and Guiding Principles, accommodate current growth projections, address community issues, and comply with State Planning Law. The focus of our work will be the development of new goals, policies and implementation programs for each element and include new, emerging topics such as complete streets, climate adaptation and resilience, and social equity. We will rely heavily on the General Plan Audit prepared during Phase 1. We will address potential environmental impacts as a part of the policy and program development to serve as mitigation measures that will minimize the need for additional mitigation measures in the Program EIR. We will write in plain English, use graphics, maps, and illustrations wherever possible, and produce a readable, easy to use and understand General Plan for the community.

Task 6.1 Community Engagement

- Newsletter #7: Public Review Draft General Plan
- Board of Supervisors and Planning Commission Joint Study Session #4

Task 6.2 Prepare the Administrative Review Draft General Plan. The Consultant will prepare an Administrative Review Draft General Plan. The existing General Plan consists of six elements: land use, circulation, housing, safety, noise, and open space and conservation. We will work with County staff to determine whether to retain, modify, or replace the existing Plan format. While a comprehensive Housing Element update is not a part of this work program, amendments may be necessary to ensure consistency with the other elements of the updated Plan. We expect the Plan will address the seven required topical elements, including land use, circulation, conservation, open space, safety, noise, and environmental justice, as well as possibly several optional elements.

We will discuss with staff the need for addressing goals, policies, and programs unique to the ten Planning Areas. If desired, we can develop a separate chapter of the General Plan to address unique issues and expectations for each planning area that augment the overall General Plan. This could include land use diagrams for each Planning Area.

We will also focus on refinements and updates to address key policy topics (e.g., adaptation, resiliency, healthy communities), new plans and trends, and new State mandates and guidelines. The Consultant will also prepare necessary transportation analysis to address the potential for new standards (e.g., VMT), consistent with CEQA Guidelines.

The Consultant will prepare refinements to goals and policies and reflect the preferred policy options. We will also incorporate County staff input from the General Plan Audit. We will prepare comprehensive implementation strategy that includes discrete, tangible actions the County will undertake to implement the goals and policies. The implementation strategy would focus on creating a proactive action plan that engages all County departments in the efficient and cost-effective implementation of the General Plan. We will work with County staff to assure that the implementation strategy will enable staff to prepare future budget and work programs for infrastructure and services for high priory projects identified in the updated General Plan.

Task 6.3 Prepare Land Use and Circulation Diagrams. The Consultant and County staff will collaborate to prepare the land use and circulation diagrams as part of the Administrative Draft General Plan. The diagrams will implement the preferred and use alternative selected by the Board of Supervisors. The Consultant will use GIS and other mapping and graphic techniques to provide clear, understandable presentation of data and information throughout the General Plan process and in the preparation of the updated General Plan. We will prepare all GIS data, maps, graphics, and page layout files using industry standard file formats. All GIS data will be turnkey finished products in a form compatible with the County computer systems and become property of the County.

Land Use Diagram. The Consultant and staff will develop land use designations and prepare a Draft Land Use Diagram. We will review existing countywide land use designations and determine a concise set of land use designations that fit the needs of all areas of the county. The designations and Diagram will indicate the distribution, location, and standards for the use of land for housing, commerce, industry, public facilities, waste disposal, recreation, agriculture, natural resources, and open space. The land use designations will broadly define the purpose of each land use category as well as allowed uses. Land use designations will also include standards of population density and building intensity.

Circulation Diagram. Based on the distribution of land uses on the Land Use Diagram, the Consultant will develop and prepare a Draft Circulation Diagram. We will review existing levels of service (LOS) and roadway classifications and work with staff to develop a concise set of roadway classifications that fit the needs of the County and that address new State regulations related to multi-modal transportation. The classifications and Diagram will indicate the distribution, location, and standards for county roadways. If desired by the County, the classifications could also expand upon the functional classifications to consider roadway context and non-auto travel modes. This definition ensures that roadway standards are not uniformly applied, but consider a roadway's relation to surrounding land uses, appropriate travel speeds, and need to accommodate multiple travel modes. Roadway standards could also be developed to use Vehicle Miles Traveled (VMT) instead of or in addition to LOS standards.

Task 6.4 Zoning Ordinance and Map Amendments Report. The Consultant will identify Zoning Ordinance and Map amendments necessary to implement the Plan and ensure consistency with the Plan goals, policies and programs. We will prepare a matrix that lists, by Zoning Ordinance section, the amendments necessary to implement the General Plan, as well as changes required by state law. This matrix will supplement the Zoning Ordinance Amendments Diagnosis Report prepared in Task 2.2 and inform the comprehensive Zoning Ordinance Diagnosis in Task 7.3. We will also include a section in the matrix describing necessary zoning map amendments. This section will be supplemented by a map or

maps illustrating the recommended changes. The Consultant will prepare a report that provides an overview of the zoning Ordinance and map amendments and includes the change matrix and zoning Ordinance diagnosis.

Task 6.5 Preliminary Public Review Draft General Plan. The Consultant will facilitate a meeting with the TAGs to organize the internal County staff review of the Administrative Review Draft General Plan. Following that review, the Consultant will revise the Plan to respond to TAG comments and prepare a Preliminary Public Review Draft General Plan for review by the Planning Commission and Board of Supervisors. The step of preparing a Preliminary Public Review Draft General Plan for review and confirmation by the Planning Commission and Board of Supervisors is important to ensure the draft plan meets the expectations of the Commission and Board before conducting any CEQA analysis.

Task 6.6 General Plan Consultation and Referrals. The Consultant will work with staff to consult with appropriate Federal, State, regional, and local agencies, including Native American Tribes and Military Branches. The consultation provisions are located throughout the State Government Ordinance and have varying requirements for when draft and final documents must be submitted for review and how long agencies have to review and provide comments. The Consultant maintains a checklist of agency consultation requirements and will ensure the County provides the updated General Plan to the appropriate agencies.

Deliverables:

- Administrative Review Draft General Plan (digital, Word)
- Zoning Ordinance and Map Amendments Report (digital, Word, pdf, GIS)
- Screencheck Draft General Plan (digital, Word)
- Preliminary Public Review Draft General Plan (15 hard copies; digital, Word and pdf)
- Land Use Diagram (digital, GIS and pdf)
- Circulation Diagram (digital, GIS and pdf)
- Newsletter #7: Public Review Draft General Plan (250 hard copies; digital, pdf)
- Joint Study Session presentation (digital, PowerPoint)
- General Plan Consultation Checklist (digital, Word and pdf)

Phase 7 -Zoning Ordinance Update

The Consultants will prepare a comprehensive update of the County Zoning Ordinance. We provide tasks here that will produce comprehensive Zoning Ordinance that incorporates revisions based on the Zoning Ordinance Amendments Diagnosis (Task 2.2), Zoning Ordinance and Map Amendments Report (Task 6.4) and a staff fix-it list, complete reorganization of the Zoning Ordinance format, revised table of contents, and Administrative and Public Review Drafts of the new Zoning Ordinance chapters. We will facilitate a seminar on modernizing the zoning Ordinance, Board and Commission study sessions, and community informational open houses. Lastly, we describe the review and adoption of revised Zoning Ordinance and Zoning Map.

The Consultant recommends preparation and delivery of an Administrative Draft Zoning Ordinance in several segments, rather than in a single deliverable. The Consultant's experience indicates that it is

easier for County staff to give timely feedback and review of the Draft Zoning Ordinance when presented in segments. The order and content of the segments can be modified as desired by County staff. As an alternative, if County staff prefers, the Consultant can prepare a complete Administrative Draft Zoning Ordinance prior to County staff review.

Task 7.1 Community Engagement

- Board of Supervisors and Planning Commission Joint Study Session #5
- Board of Supervisors and Planning Commission Joint Study Session #6
- Newsletter #8: Zoning Ordinance and Map Update
- Community Open Houses: Zoning Ordinance and Map Update

Task 7.2 Zoning Ordinance Diagnosis Report. The Consultant will prepare a Zoning Ordinance Diagnosis Report that will provide an overview of outdated uses and terminology, internal inconsistencies, and areas where simpler and clearer language can be incorporated. We will provide the Zoning Ordinance Diagnosis Report to County staff for review that, at a minimum, will identify:

- Internal inconsistencies within the Zoning Ordinance and provide recommendations to rectify inconsistencies.
- Components of the highlighted areas in the Zoning Ordinance that may not be consistent with modern best practices and provide recommendations for refinement.
- Improvements in the overall Zoning Ordinance organization.

Task 7.3 Kick-Off and Scoping Meeting. The Consultant will facilitate a project kick-off meeting with County staff. The meeting should include the County Project Manager, front line counter staff, application processing staff, Ordinance enforcement staff, and the County Counsel (at least for a portion of the meeting). We will prepare a meeting agenda for the Project Manager's review at least a week before the meeting. Topics to be addressed at the meeting include the following:

- Review/clarify the County's expectations and needs for the Zoning Ordinance Update.
- Refine the project scope, budget, and preparation and delivery schedule, as necessary.
- Modernizing the Zoning Ordinance Seminar
- Review the Zoning Ordinance Diagnosis Report
- Discuss the Zoning Ordinance and Map Amendments Report
- Discuss zoning map changes
- Discuss problems and issues associated with existing County land use and development regulations (including County staff's list of needed revisions and other regulatory topics that need attention but are not fully addressed in the current ordinance).
- Review and discuss the table of content, format, style, and organization options.
- Establish protocols for providing information on the status of the Zoning Ordinance Update Project on the County website and other public information platforms.
- Gather documents relevant to the Zoning Ordinance Update Project

Task 7.4: Stakeholder Interviews. The Consultant will conduct two days of one-on-one and group interviews with local housing developers, architects, housing advocates, Board of Supervisor members, Planning Commissioners, and others, to gain an understanding of the ideas and expectations of housing issues, and general development regulations in the County. We will summarize the results of the interviews in a memorandum.

Task 7.5 Modernizing the Zoning Ordinance Seminar

The Consultant will present a half-day seminar for the Board of Supervisors, Planning Commission, and County staff on modernizing the Zoning Ordinance. We will base this seminar on the UC Davis Extension course taught by two of our team members, Brent Gibbons and Martha Miller. The seminar will address topics related to updating the Zoning Ordinance, particularly focusing on how zoning ordinances shape the appearance and function of all land uses in a community. The practice of how communities use zoning regulations to achieve development goals continues to evolve, and many cities and counties look to ordinance updates to achieve their development objectives. We will discuss how to transform the County's Zoning Ordinance into a more understandable, streamlined, legally defensible, and effective planning implementation tool. Discussion topics would include the following:

- Methods for making the zoning ordinance consistent with general plan policies and standards
- State-of-the-art zoning ordinance structure, format/style, and graphic design for creating easy-to-use documents
- Zoning districts: How many, what types, when to use overlays and combining designations
- Development standards: Type, specification, and performance approaches, graphic support and representation
- Design guidelines and objective standards, form-based ordinances, and hybrid ordinances
- Content-neutral sign regulations, nonconforming uses, and other controversial regulatory issues
- Steps to faster, effective, and thorough development permit review procedures

Task 7.6 Draft Zoning Ordinance Format and Outline. The Consultant will prepare a draft annotated Zoning Ordinance outline/table of contents, style sheet, list of common terms to use and not to use, and sample chapter format to illustrate the recommended format and style of the Zoning Ordinance, which we will design to improve document organization and readability, resulting in a truly "user friendly" updated document.

Task 7.7 Matrix of Zoning Ordinance and Map Changes. Based on direction from staff at the kick-off meeting, the Consultant will refine the Zoning Ordinance Matrix prepared in Task 1.9 to confirm the changes to be made as a part of the Zoning Ordinance Update. This Matrix will serve as the master checklist of Zoning Ordinance changes for the remainder of the project.

Task 7.8 Zoning District Provisions. The Consultant will draft the chapters of the updated Zoning Ordinance containing regulations applicable to specific residential, commercial, mixed use, and miscellaneous/combining zoning districts, and any new districts. To ensure consistency with the updated General Plan land use designations and proper implementation of General Plan policies, the Consultant will review the land use designations as a part of this task. At a minimum, these provisions will address the following topics:

- **A description of each zoning district,** including a General Plan driven "purpose" statement and an overview of the land uses allowed within each district.
- **A land use classification system** that clearly identifies uses allowed in each zoning district with an emphasis on allowing as many by-right uses as is reasonably appropriate. The classification system organized in tables will employ up-to-date terminology and an appropriate combination of specific and generic land use types.
- **Development standards** for each zoning district (e.g., building envelope standards, height limitations, setback requirements, floor area and site coverage requirements) organized in tables and graphically illustrated.

The Consultant will submit the Administrative Draft Zoning District provisions to County staff for review. Staff will be expected to provide their comments on the draft in Microsoft's "track changes" and provide a single consolidated set of comments. We will facilitate a series of meetings or conference calls to review and discuss staff comments on discuss revisions and direction on the Zoning District provisions. Following these discussions, we will prepare the Preliminary Review Draft Zoning District provisions.

Task 7.9 Administrative Provisions. The Consultant will draft the chapters of the Zoning Ordinance containing administration and development application filing and processing procedures. At a minimum, these chapters will address the following:

- **Purpose and adoption of the Zoning Ordinance**, applicability, responsibility and administrative authority, interpretation procedures, and provisions addressing applications deemed complete but not yet decided, that may be affected by adoption of, and future amendments to, the Zoning Ordinance.
- **Definition of the roles** of each project review authority, including the Planning Director, the Planning Commission, the Board of Supervisors, and all other applicable entities.
- **Procedures for discretionary permits,** conditional and administrative use permits, design review, home occupations, planned development review, reasonable accommodations, site plan review, temporary uses, transportation demand management plans, variances and minor variances, and other project review procedures, appeals, public hearings, nonconforming use and structure provisions, and amendments, development agreements, and specific plans.
- **Enforcement provisions**, including but not limited to, legal remedies, procedural requirements, cost recovery related to enforcement actions, and property owner/violator rights and appeal procedures.
- **Definitions** of technical terms and phrases, including abbreviations, and land uses.

The Consultant will submit the Administrative Draft Administrative provisions to County staff for review. Staff will be expected to provide their comments on the draft in Microsoft's "track changes" and provide a single consolidated set of comments. We will facilitate a series of meetings or conference calls to review and discuss staff comments on discuss revisions and direction on the Administrative provisions. Following these discussions, we will prepare the Preliminary Review Draft Administrative provisions.

Task 7.10 General Development and Specific Use Standards. The Consultant will draft the chapters of the Zoning Ordinance containing regulations that apply in multiple zoning districts and

overlay/combining districts, and regulations for specific land uses. At a minimum, these chapters will address the following topics:

- **General site planning and development standards** that could apply to a variety of land uses regardless of the applicable zoning district. Additionally, these standards will address, as appropriate, site access requirements; fences, hedges, walls, and screening; noise regulations; outdoor lighting standards; performance standards; Crime Prevention Through Environmental Design; solid waste and recyclable storage standards; and undergrounding of utilities.
- **Affordable housing requirements**, including supportive, transitional, and employee housing; density bonus provisions; single room occupancy (SRO) provisions, standards for large residential care facilities, and related incentives.
- **Landscaping standards**, including water efficient standards, specific requirements for preliminary and final landscape plan submittal and review, tree preservation and protection.
- **Airport Approach Overlay Zone,** including development standards, uses, airspace protection, and airport noise.
- **Off-street parking, loading, and bicycle standards,** including contemporary parking and loading area numbers, space, and design requirements; pedestrian circulation requirements; blended parking requirements; and bicycle and motorcycle parking.
- **Sign regulations.** The Consultant will review and evaluate the current sign provisions and recommend revisions in consultation with County staff.
- **Standards for specific land uses.** The Consultant will address standards for specific land uses as deemed appropriate by the County, including, among other topics, accessory dwelling units; accessory retail uses; adult entertainment businesses; alcohol-related uses (e.g., liquor sales, breweries, taprooms, wineries); cannabis-related uses; childcare facilities; cottage food; emergency shelters, entertainment and recreation uses; green buildings; historic preservation; home occupations; interim uses in transition areas; massage therapy; mobile food vendors; mobile homes; multi-family housing; outdoor merchandise display and activities; outdoor and personal storage facilities; recycling facilities; residential accessory uses and structures; residential vacation rentals; small-scale alternative energy facilities; temporary uses; vehicle-oriented uses; and wireless telecommunications.
- **Environmental performance-based standards** as determined by County staff to be appropriate.

The Consultant will submit the Administrative Draft General Development and Specific Use Standards provisions to County staff for review. Staff will be expected to provide their comments on the draft in Microsoft's "track changes" and provide a single consolidated set of comments. We will facilitate a series of meetings or conference calls to review and discuss staff comments on discuss revisions and direction on the General Development and Specific Use Standards provisions. Following these discussions, we will prepare the Preliminary Review Draft General Development and Specific Use Standards provisions.

Task 7.11 Preliminary Draft Zoning Ordinance. The Consultant will revise the Administrative Draft Zoning Ordinance sections based on County staff direction and prepare the remaining parts of the Preliminary Draft Zoning Ordinance, including a detailed table of contents, graphics, and illustrations.

We will incorporate graphics throughout the Ordinance wherever they may assist users in visualizing the meaning and applicability of development standards.

Task 7.12 Public Review Draft Zoning Ordinance. Based on direction from County staff the Consultant will prepare a Public Review Draft Zoning Ordinance which we will provide to the County for Public Review.

Task 7.13 Updated Zoning Map. The Consultant will work with County staff to prepare an Administrative Draft County Zoning Map. Following County staff review, we will prepare a Public Review Draft Zoning Map.

Deliverables:

- Zoning Ordinance Seminar presentation (25 hard copies; digital, PowerPoint)
- Zoning Ordinance Diagnosis Report (digital, Word and pdf)
- Zoning Ordinance Format and Outline (digital, Word)
- Administrative Review Draft Zoning Ordinance (digital, Word)
- Preliminary Review Draft Zoning Ordinance (digital, Word)
- Public Review Draft Zoning Ordinance (digital, Word)
- Zoning Map (digital, GIS)
- Newsletter #8: Zoning Ordinance and Map (250 hard copies; digital, pdf)
- Joint Study Session presentations (digital, PowerPoint)
- Workshop materials (hard copy, display boards)

PHASE 8 ENVIRONMENTAL REVIEW

Task 8.1 Notice of Preparation. The Consultant will prepare and circulate a Notice of Preparation of a Draft Program Environmental Impact Report (NOP) to the State Clearinghouse; Responsible Agencies; Trustee Agencies; other interested and affected state, county and local government agencies; local Native American tribal representatives; and other groups and individuals that may have interest in the Program Environmental Impact Report (PEIR). The Consultant will work with County staff to develop a distribution list for the NOP and subsequent notices and documents concerning milestones in the PEIR process. Prior to release of the NOP, the Consultant will also support the County with AB 52 and SB 18 Tribal Consultation. This will include preparing draft letters that the County will then send to the respective tribes on County letterhead.

Task 8.2 Scoping Meeting. The Consultant will facilitate a public/agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP period to introduce the community to provide an overview of the EIR process and obtain input on the EIR scope of work. It will include a brief presentation, followed by receipt of input from meeting attendees. The Consultant will prepare a summary of all input gathered.

Task 8.3 Administrative Draft Program EIR. The Consultant will prepare a Program EIR containing all information required by Sections 15124 through 15129 of the CEQA Guidelines. A table of contents is presented below:

- Introduction
- Executive Summary
- Project Description
- Environmental Setting, Impacts, and Mitigation Measures
- Significant Irreversible Environmental Changes
- Growth Inducing Impacts
- Cumulative Impacts
- Alternatives (up to three)
- Organizations and Persons Consulted
- Appendix: Technical Reports (separate document)

For each of the impact topics, our approach will be to characterize the existing physical conditions and pertinent regulatory framework, then quantify or qualitatively describe the future conditions resulting from implementation of the proposed General Plan elements. We will assess impact significance with respect to the thresholds defined in Appendix G of the CEQA Guidelines using methodologies that are appropriate for a long-range planning program. Impact significance will be determined after consideration of the beneficial effects of proposed policies designed to avoid or reduce environmental impacts.

Programmatic analysis requires a reasonable assessment of future, potential changes to the physical environment due to the policies of the General Plan. The analysis may not be based on build-out of the planning area if build-out is not anticipated to occur within the planning horizon. Our analysis will hinge on the fact that the General Plan, in and of itself, does not result in the growth of population, household, employment, or traffic. Growth occurs from a dynamic system of birth, death, immigration, emigration, and other factors that include the state of the economy and land use options. The analysis will be based on the ability of the General Plan update to accommodate anticipated growth while avoiding impacts to the environment. Our approach will minimize incorporation of mitigation measures by ensuring policies adopted in the element updates serve as programmatic measures to minimize of eliminate environmental impacts.

To streamline the PEIR preparation process and thus reduce costs, we plan to use the background information and mapping compiled for each of the updated General Plan elements. As noted above, this information is expected to be sufficient to fulfill the contents required for the General Plan, as prescribed in California Government Code Sections 65302, and to fully characterize the environmental setting for each impact topic. This will allow an assessment of impacts to be made relative to the baseline conditions assumptions in the General Plan.

The Consultant assumes two rounds of County staff comments will be necessary to establish the Screencheck PEIR, and that County staff will provide one set of consolidated comments using Word's track changes function.

Task 8.4 Screencheck Draft Program EIR. Following receipt of one consolidated set of County staff comments concerning the adequacy of the Administrative Draft PEIR, the Consultant will discuss and clarify specific comments as needed and prepare appropriate revisions to the document to address those concerns. We will then prepare and submit a Screencheck PEIR for final review to identify any

remaining minor revisions necessary to complete the PEIR sufficiently to commence the public review process. The Consultant will make final minor revisions, as necessary.

Task 8.5 Draft Program EIR. The Consultant will produce and circulate the Draft Program EIR for the mandatory 45-day public review period with the Notice of Availability (NOA). The NOA will identify the project and explain the public review process. Staff will be responsible for publication in the local newspaper. The Consultant will produce, mail, and track all notices. We will provide public agencies with a notice and an electronic copy of the DPEIR. Other parties will receive a notice and a link to downloadable version of the DPEIR. We will send 15 executive summaries and electronic copies of the DPEIR to the State Clearinghouse including the mandatory Notice of Completion (NOC).

Task 8.6 Response to Comments. Following the end of the 45-day public review and comment period on the Draft PEIR, the Consultant will prepare written responses to all written comments submitted to the County concerning the adequacy of the information and analysis presented in the Draft PEIR. We will include all correspondence and highlight and number all comments that are specific to the adequacy of the Draft PEIR to correspond to the appropriate response to each comment, for each author. If a substantial number of comments express the same concern(s), we will prepare a "master response" to that (those) comment(s). We will identify comments that do not require responses and include a summary from the CEQA Guidelines explaining why no response is provided. The Consultant will respond to one round of staff comments on the draft responses. Our budget identifies the hours allocated to address responses to comments.

Task 8.7 Statement of Facts and Findings. To expedite the final phase of the project approval process, the Consultant will prepare Findings required under Section 15091 and, if necessary, a Statement of Overriding Considerations (SOC) pursuant to Section 15093 of the State CEQA Guidelines. We will submit the draft Findings and SOC for one round of review by County staff and the County Counsel and make one set of revisions to each. We assume minor revisions to the project and/or mitigation measures will occur and that the Facts and Findings will need to be revised.

Task 8.8 Final Program EIR. The Consultant may make minor revisions to Final PEIR text and exhibits, if warranted, to correct errors and/or provide clarifications or additional information. Minor changes would not include any significant new information such as the identification of an additional significant impact or a new mitigation measure that requires a substantial alteration to the proposed project. We will present these minor revisions in an "Errata" section to be incorporated into the Final PEIR. We will include responses to comments in the Final PEIR. Hard copies of the Final PEIR for decision-making bodies will be limited to the DPEIR (Volume I) and the FPEIR; appendices will be included as an electronic copy unless specifically requested. File copies will include hard copies of all PEIR sections.

Prior to consideration of the Final PEIR, the Consultant will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 21081.6 of the CEQA Statutes. We can provide this as a stand-alone document, to attach to findings and resolutions, or we can incorporate it into the Final PEIR, as the County prefers. The MMRP will list all measures included in the Final PEIR to avoid, reduce or compensate for the potentially significant impacts of the project, note the timing for implementation of each measure and identify the entities responsible for ensuring that the mitigation measures are properly implemented at the right time, and verified as completed as intended. The

Consultant will respond to one round of comments by staff on the Final PEIR. Once the EIR is certified and the General Plan is adopted by the County, the Consultant will prepare and file a Notice of Determination NOD) with the County Clerk concluding the CEQA process. However, all filing fees (County Clerk and/or CDFW) will be paid by the County.

Deliverables:

- Notice of Preparation (digital, Word and pdf) and up to 25 hard copies mailed to respective agencies/members of the public
- AB 52 and SB 18 Tribal Consultation letters (digital, Word)
- Scoping Meeting Presentation (digital, PowerPoint) and Meeting Materials (up to 25 hard copy notices/comment cards)
- Administrative Draft Program EIR (digital, Word and pdf)
- Screencheck Draft Program EIR (digital, pdf)
- Draft Program EIR (10 hard copies; 15 CD Copies and 15 hard copies of Executive Summary (for State Clearinghouse); digital, pdf)
- Response to Comments (digital, Word and pdf)
- Statement of Facts and Findings / Statement of Overriding Considerations (if required) (digital, Word and pdf)
- Final Program EIR (including Mitigation Monitoring and Reporting Program) (15 hard copies; digital, Word and pdf)
- Notice of Determination (NOD) (2 hard copies; digital, pdf)

PHASE 9 PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION

Task 9.1 Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR. The Consultant will prepare a newsletter summarizing the Public Review Draft General Plan, Zoning Ordinance and PEIR. The newsletter will include an overview of the key goals and policies of the Draft Plan as well as the vision for the future of the county and inform the public about commenting on the Draft General Plan, Zoning Ordinance, and PEIR.

Task 9.2 Planning Commission Hearings. The Consultant and County staff will facilitate two public hearings with the Planning Commission to review the Draft General Plan, Zoning Ordinance, and PEIR. The Planning Commission will consider all public comments and at the conclusion of the hearings, make recommendations to the Board of Supervisors regarding the Draft General Plan, Zoning Ordinance, and PEIR.

Task 9.3 Board of Supervisors Hearing. The Consultant and County staff will facilitate a public hearing with the Board of Supervisors to review the Draft General Plan, Zoning Ordinance, and PEIR. At this meeting the Board of Supervisors will consider the Planning Commission's recommendations and all public comments. At the conclusion of the hearings, the Board of Supervisors will direct County staff to incorporate its recommendations and prepare the Final General Plan, Zoning Ordinance, and PEIR.

Task 9.4 Final Documents. Based on direction from the Board of Supervisors, the Consultant and County staff will revise the General Plan, Zoning Ordinance, and Final PEIR and prepare the final General Plan documents.

Task 9.5 Adoption Hearing. The Consultant and County staff will facilitate an adoption hearing with the Board of Supervisors, for certification of the Final PEIR and adoption of the General Plan and Zoning Ordinance.

Task 9.6 Web-based General Plan. The Consultant will design the final General Plan as an interactive web-based General Plan using the enCode Plus Web Plan platform. Mintier Harnish and enCodePlus have a strong working relationship and enCode Plus is exclusive with Mintier Harnish in the state of California. The web-based plan will not simply be a document that is published online but will be a dynamic communication tool that provides transparency, accessibility, and efficiency in local government.

We will structure and design the web-based plan to meet the specific needs of the County. It will be fully searchable, allowing decision makers and others to quickly locate relevant information. For a fuller description of the web-based General Plan, please see the Appendix.

Deliverables:

- Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR (250 hard copies; digital, pdf)
- Final Program EIR (2 hard copies; digital, Word and pdf)
- Final Background Report (2 hard copies; digital, Word and pdf)
- Final General Plan (20 hard copies; digital, Word and pdf)
- Land Use diagram (large format, 20 copies; digital, GIS and pdf)
- Web-based General Plan (digital)

Exhibit B - Budget [1][2]

Mintier Harnish

TRINITY COUNTY GENERAL PLAN UPDATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR	MINTIER HARNISH									
PHASES	HARNISH Project Director	RUST Project Manager	B. GIBBONS Deputy Project Manager	YANG Associate Planner	LESTER Planner	M. GIBBONS Planner	TOVAR-GONZALES Assistant Planner	SUPPORT	SUBTOTAL HOURS	SUBTOTAL COSTS
Phase 1: Project Initiation										
Task 1.1 Request for Information (RFI)		2	4				6		12	$1,760
Task 1.2 Project Kick-off Meeting and County Tour (including TAG meetings)	40	40	40	40					160	$31,600
Task 1.3 Develop Final Work Program	2	4	4						10	$2,040
Task 1.4 General Plan Update Presentation (including Newsletter #1)	2	12	12		8		4	2	40	$6,910
Task 1.5 Project Management and Coordination	40	160	200					160	560	$95,800
Task 1.6 General Plan Audit		4				4	16		24	$3,100
Subtotal	**84**	**222**	**260**	**40**	**8**	**4**	**26**	**162**	**806**	**$141,210**
Phase 2: Zoning Ordinance Amendments to Address State and Federal Law										
Task 2.1 Community Engagement	46		54		20	48			168	$30,010
Task 2.2 Zoning Ordinance Amendments Diagnosis	12		16			36			64	$10,720
Task 2.3 Administrative Draft Zoning Ordinance Amendments	16		40			40	40		136	$20,640
Task 2.4 Preliminary Draft Zoning Ordinance Amendments	4		16			12			32	$5,440
Task 2.5 Public Review Draft Zoning Ordinance Amendments	2	2	4			4		12	24	$3,430
Task 2.6 Environmental Assessment	8	4	4						16	$3,480
Task 2.7 Planning Commission Hearing	2		12				4		18	$3,000
Task 2.8 Board of Supervisors Hearing	2		12				4		18	$3,000
Task 2.9 Final Documents	2		8				12	4	26	$3,560
Task 2.10 Adoption Hearing			12						12	$2,100
Subtotal	**94**	**6**	**178**	**0**	**20**	**140**	**60**	**16**	**514**	**$85,380**
Phase 3: Existing Conditions Background Report										
Task 3.1 Community Engagement	58	96	108	122	64		36	4	488	$86,140
Task 3.2 GIS Database and Base Maps		12		12	24				48	$7,860
Task 3.2 Administrative Draft Existing Conditions Background Report	40	40	80	120	120	160	160		720	$107,400
Task 3.3 Public Review Draft Background Report	4	8	16	24	24	24	24	40	164	$22,760
Task 3.4 Assets, Issues, and Opportunities Summary Report	4	4	12		40		12	8	80	$11,620
Subtotal	**106**	**160**	**216**	**278**	**272**	**184**	**232**	**52**	**1500**	**$235,780**
Phase 4: Community Vision and Guiding Principles										
Task 4.1 Community Engagement		2	4				8		14	$1,970
Task 4.2 Draft Vision and Guiding Principles	4	8	16	24				4	56	$9,740
Task 4.3 Vision Summit	12	20	24	40	24		8		128	$21,980
Task 4.4 Vision and Guiding Principles Report	2	4	8	8				4	26	$4,440
Subtotal	**18**	**34**	**52**	**72**	**24**	**0**	**16**	**8**	**224**	**$38,130**
Phase 5: Evaluating Alternatives										
Task 5.1 Community Engagement	36	46	48	40	40		28		238	$41,870
Task 5.2 Land Use Alternative Concepts and Policy Option Topics	12	24	40	80	40			8	204	$34,280
Task 5.3 Evaluate Growth Alternatives	8	8	16	24					56	$10,280
Task 5.4 Alternatives Report	4	16	40	40	80		80	8	268	$38,240
Task 5.5 Preferred Alternative	2	8	12	12				4	38	$6,640
Subtotal	**62**	**102**	**156**	**196**	**160**	**0**	**108**	**20**	**804**	**$131,310**
Phase 6: Preparing the General Plan										
Task 6.1 Community Engagement	12	14	16				16		58	$10,370
Task 6.2 Prepare the Administrative Review Draft General Plan	24	40	80	120	120		120		504	$76,960
Task 6.3 Prepare Land Use and Circulation Diagrams	4	8	4	40	8				64	$10,900
Task 6.4 Zoning Ordinance and Map Amendments Report	8	4	24			40		4	80	$13,000
Task 6.5 Preliminary Public Review Draft General Plan	8	12	24	24	24		24	24	140	$20,940
Task 6.6 General Plan Consultation and Referrals		4	8	12					24	$4,180
Subtotal	**56**	**82**	**156**	**196**	**152**	**40**	**160**	**28**	**870**	**$136,350**
Phase 7: Zoning Ordinance Update										
Task 7.1 Community Engagement	32		70			60	40		202	$32,530
Task 7.2 Zoning Ordinance Diagnosis Report	8		16			40		8	72	$11,160
Task 7.3 Kick-Off and Scoping Meeting	12		12			12			36	$6,660
Task 7.4 Stakeholder Interviews			20			20			40	$6,300
Task 7.5 Modernizing the Zoning Ordinance Seminar			20			4			24	$4,060
Task 7.6 Draft Zoning Ordinance Format and Outline	2		4			8			14	$2,300
Task 7.7 Matrix of Zoning Ordinance and Map Changes	2		4			8			14	$2,300
Task 7.8 Zoning District Provisions	40		80			160			280	$46,000
Task 7.9 Administrative Provisions	16		24						40	$8,040
Task 7.10 General Development and Specific Use Standards	40		80			120			240	$40,400
Task 7.11 Preliminary Draft Zoning Ordinance	16		24			40		16	96	$15,320
Task 7.12 Public Review Draft Zoning Ordinance	8		12			24			44	$7,380
Task 7.13 Updated Zoning Map	4		8		24	4			40	$6,280
Subtotal	**180**	**0**	**374**	**0**	**24**	**500**	**40**	**24**	**1142**	**$188,730**
Phase 8: Environmental Review										
Task 8.1 Notice of Preparation		2	4						6	$1,130
Task 8.2 Scoping Meeting									0	$0
Task 8.3 Administrative Draft Program EIR	16	40	8						64	$13,840
Task 8.4 Screencheck Draft Program EIR	4	8	4						16	$3,380
Task 8.5 Draft Program EIR	4	8	4						16	$3,380
Task 8.6 Response to Comments	4	24							28	$6,120
Task 8.7 Statement of Facts and Findings		2							2	$430
Task 8.8 Final Program EIR	4	8	2						14	$3,030
Subtotal	**32**	**92**	**22**	**0**	**0**	**0**	**0**	**0**	**146**	**$31,310**
Task 9: Public Review, Final Documents, and Adoption										
Task 9.1 Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR		2	4				8		14	$1,970
Task 9.2 Planning Commission Hearings	20	20	12				8		60	$12,040
Task 9.3 Board of Supervisors Hearings	20	20	12				8		60	$12,040
Task 9.4 Final Documents	4	8	12		24			16	64	$9,820
Task 9.5 Adoption Hearing	12	12	12						36	$7,560
Task 9.6 Web-based General Plan and Zoning Ordinance	8	12	24		40	40	40		164	$24,100
Subtotal	**64**	**74**	**76**	**0**	**64**	**40**	**64**	**16**	**398**	**$67,530**
TOTAL										
Total Hours	696	772	1,490	782	724	908	706	326	6,404	-
2020 Billing Rates (subject to change every January 1st)	$240	$215	$175	$160	$140	$140	$105	$105	-	-
Labor Subtotals	$167,040	$165,980	$260,750	$125,120	$101,360	$127,120	$74,130	$34,230	-	$1,055,730
Direct Expenses (e.g., printing, travel, Engagement HQ fee, translation services)										$45,000
TOTAL COST W/O CONTINGENCY										$1,100,730
10% CONTINGENCY (Recommended)										
TOTAL COST W/CONTINGENCY										
OPTIONAL ITEMS									0	$0
Existing Conditions and Trends Workbook	12	36	60	80	80	80	80	16	444	$66,400
Optional Alternatives Analysis Approach	58	86	148	132	140	40	56	12	672	$111,770

1) This represents a total cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

Exhibit B - Budget [1][2]

Mintier Harnish

TRINITY COUNTY GENERAL PLAN UPDATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR	RINCON CONSULTANTS								
PHASES	MADDOX Principal	ACOSTA Senior Professional II	Professional III	Production Specialist	Technical Editor	GIS/CADD Specialist II	Clerical/Admin	SUBTOTAL HOURS	SUBTOTAL COSTS
Phase 1: Project Initiation									
Task 1.1 Request for Information (RFI)		2						2	$320
Task 1.2 Project Kick-off Meeting and County Tour (including TAG meetings)	32	32						64	$12,160
Task 1.3 Develop Final Work Program	2							2	$440
Task 1.4 General Plan Update Presentation (including Newsletter #1)								0	$0
Task 1.5 Project Management and Coordination	40						40	80	$11,800
Task 1.6 General Plan Audit								0	$0
Subtotal	**74**	**34**	**0**	**0**	**0**	**0**	**40**	**148**	**$24,720**
Phase 2: Zoning Ordinance Amendments to Address State and Federal Law									
Task 2.1 Community Engagement								0	$0
Task 2.2 Zoning Ordinance Amendments Diagnosis								0	$0
Task 2.3 Administrative Draft Zoning Ordinance Amendments								0	$0
Task 2.4 Preliminary Draft Zoning Ordinance Amendments								0	$0
Task 2.5 Public Review Draft Zoning Ordinance Amendments								0	$0
Task 2.6 Environmental Assessment	4	8	60					72	$9,960
Task 2.7 Planning Commission Hearing								0	$0
Task 2.8 Board of Supervisors Hearing								0	$0
Task 2.9 Final Documents								0	$0
Task 2.10 Adoption Hearing								0	$0
Subtotal	**4**	**8**	**60**	**0**	**0**	**0**	**0**	**72**	**$9,960**
Phase 3: Existing Conditions Background Report									
Task 3.1 Community Engagement	32	24						56	$10,880
Task 3.2 GIS Database and Base Maps		2				12		14	$1,820
Task 3.2 Administrative Draft Existing Conditions Background Report	40	120	300	12	16	24	16	528	$74,048
Task 3.3 Public Review Draft Background Report	8	16	40			4	4	72	$10,320
Task 3.4 Assets, Issues, and Opportunities Summary Report								0	$0
Subtotal	**80**	**162**	**340**	**12**	**16**	**40**	**20**	**670**	**$97,068**
Phase 4: Community Vision and Guiding Principles									
Task 4.1 Community Engagement								0	$0
Task 4.2 Draft Vision and Guiding Principles	4							4	$880
Task 4.3 Vision Summit		12						12	$1,920
Task 4.4 Vision and Guiding Principles Report								0	$0
Subtotal	**4**	**12**	**0**	**0**	**0**	**0**	**0**	**16**	**$2,800**
Phase 5: Evaluating Alternatives									
Task 5.1 Community Engagement	24	24						48	$9,120
Task 5.2 Land Use Alternative Concepts and Policy Option Topics	8	12						20	$3,680
Task 5.3 Evaluate Growth Alternatives	12	24	80			12	4	132	$18,680
Task 5.4 Alternatives Report	4	12	24			16	8	64	$8,520
Task 5.5 Preferred Alternative								0	$0
Subtotal	**48**	**72**	**104**	**0**	**0**	**28**	**12**	**264**	**$40,000**
Phase 6: Preparing the General Plan									
Task 6.1 Community Engagement								0	$0
Task 6.2 Prepare the Administrative Review Draft General Plan	16	40	80		12		8	156	$22,264
Task 6.3 Prepare Land Use and Circulation Diagrams								0	$0
Task 6.4 Zoning Ordinance and Map Amendments Report								0	$0
Task 6.5 Preliminary Public Review Draft General Plan	4	12	16		4		4	40	$5,628
Task 6.6 General Plan Consultation and Referrals	2	4	8					14	$2,120
Subtotal	**22**	**56**	**104**	**0**	**16**	**0**	**12**	**210**	**$30,012**
Phase 7: Zoning Ordinance Update									
Task 7.1 Community Engagement								0	$0
Task 7.2 Zoning Ordinance Diagnosis Report								0	$0
Task 7.3 Kick-Off and Scoping Meeting								0	$0
Task 7.4 Stakeholder Interviews								0	$0
Task 7.5 Modernizing the Zoning Ordinance Seminar								0	$0
Task 7.6 Draft Zoning Ordinance Format and Outline								0	$0
Task 7.7 Matrix of Zoning Ordinance and Map Changes								0	$0
Task 7.8 Zoning District Provisions								0	$0
Task 7.9 Administrative Provisions								0	$0
Task 7.10 General Development and Specific Use Standards								0	$0
Task 7.11 Preliminary Draft Zoning Ordinance								0	$0
Task 7.12 Public Review Draft Zoning Ordinance								0	$0
Task 7.13 Updated Zoning Map								0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
Phase 8: Environmental Review									
Task 8.1 Notice of Preparation	4	8	4	16		4	8	44	$5,188
Task 8.2 Scoping Meeting	6	8						14	$2,600
Task 8.3 Administrative Draft Program EIR	40	140	300	32	40	40	16	608	$83,696
Task 8.4 Screencheck Draft Program EIR	16	24	60	12	8	8	4	132	$18,412
Task 8.5 Draft Program EIR	4	8	16	4	4	4	2	42	$5,690
Task 8.6 Response to Comments	16	40	80	8	12	12	4	172	$24,168
Task 8.7 Statement of Facts and Findings	4	4	24				4	36	$4,940
Task 8.8 Final Program EIR	4		12		4		4	24	$3,188
Subtotal	**94**	**232**	**496**	**72**	**68**	**68**	**42**	**1072**	**$147,882**
Task 9: Public Review, Final Documents, and Adoption									
Task 9.1 Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR								0	$0
Task 9.2 Planning Commission Hearings	16							16	$3,520
Task 9.3 Board of Supervisors Hearings	16							16	$3,520
Task 9.4 Final Documents								0	$0
Task 9.5 Adoption Hearing								0	$0
Task 9.6 Web-based General Plan and Zoning Ordinance								0	$0
Subtotal	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	**$7,040**
TOTAL									
Total Hours	358	576	1,104	84	100	136	126	2,484	-
2020 Billing Rates (subject to change every January 1st)	$220	$160	$130	$88	$112	$125	$75	-	-
Labor Subtotals	$78,760	$92,160	$143,520	$7,392	$11,200	$17,000	$9,450	-	$359,482
Direct Expenses (e.g., printing, travel, Engagement HQ fee, translation services)									$7,500
TOTAL COST W/O CONTINGENCY									$366,982
10% CONTINGENCY (Recommended)									
TOTAL COST W/CONTINGENCY									
OPTIONAL ITEMS								0	$0
Existing Conditions and Trends Workbook		12	36			12		60	$8,100
Optional Alternatives Analysis Approach	16	60	24			16	8	124	$18,840

1) This represents a total cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

Exhibit B - Budget [1)(2)]

Mintier Harnish

TRINITY COUNTY GENERAL PLAN UPDATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR	GREEN DOT TRANSPORTATION						
PHASES	SCHWEIN Principal	ALWARD Senior Planner	GOLDSTEIN Associate Planner	KRONSER Assistant Planner	LEPORE Assistant Planner	SUBTOTAL HOURS	SUBTOTAL COSTS
Phase 1: Project Initiation							
Task 1.1 Request for Information (RFI)		2				2	$250
Task 1.2 Project Kick-off Meeting and County Tour (including TAG meetings)	32					32	$4,480
Task 1.3 Develop Final Work Program	2					2	$280
Task 1.4 General Plan Update Presentation (including Newsletter #1)						0	$0
Task 1.5 Project Management and Coordination	40					40	$5,600
Task 1.6 General Plan Audit						0	$0
Subtotal	**74**	**2**	**0**	**0**	**0**	**76**	**$10,610**
Phase 2: Zoning Ordinance Amendments to Address State and Federal Law							
Task 2.1 Community Engagement						0	$0
Task 2.2 Zoning Ordinance Amendments Diagnosis						0	$0
Task 2.3 Administrative Draft Zoning Ordinance Amendments						0	$0
Task 2.4 Preliminary Draft Zoning Ordinance Amendments						0	$0
Task 2.5 Public Review Draft Zoning Ordinance Amendments						0	$0
Task 2.6 Environmental Assessment						0	$0
Task 2.7 Planning Commission Hearing						0	$0
Task 2.8 Board of Supervisors Hearing						0	$0
Task 2.9 Final Documents						0	$0
Task 2.10 Adoption Hearing						0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
Phase 3: Existing Conditions Background Report							
Task 3.1 Community Engagement	32					32	$4,480
Task 3.2 GIS Database and Base Maps		4	16			20	$2,260
Task 3.2 Administrative Draft Existing Conditions Background Report	8	40	80	120	120	368	$38,920
Task 3.3 Public Review Draft Background Report	4	8	16	24	24	76	$8,120
Task 3.4 Assets, Issues, and Opportunities Summary Report						0	$0
Subtotal	**44**	**52**	**112**	**144**	**144**	**496**	**$53,780**
Phase 4: Community Vision and Guiding Principles							
Task 4.1 Community Engagement						0	$0
Task 4.2 Draft Vision and Guiding Principles						0	$0
Task 4.3 Vision Summit						0	$0
Task 4.4 Vision and Guiding Principles Report						0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
Phase 5: Evaluating Alternatives							
Task 5.1 Community Engagement	24					24	$3,360
Task 5.2 Land Use Alternative Concepts and Policy Option Topics	8	12				20	$2,620
Task 5.3 Evaluate Growth Alternatives	12	24	40		40	116	$13,080
Task 5.4 Alternatives Report	4	8	16		16	44	$4,920
Task 5.5 Preferred Alternative						0	$0
Subtotal	**48**	**44**	**56**	**0**	**56**	**204**	**$23,980**
Phase 6: Preparing the General Plan							
Task 6.1 Community Engagement						0	$0
Task 6.2 Prepare the Administrative Review Draft General Plan	4	12	24	40	16	96	$10,300
Task 6.3 Prepare Land Use and Circulation Diagrams	4	12	24			40	$4,700
Task 6.4 Zoning Ordinance and Map Amendments Report						0	$0
Task 6.5 Preliminary Public Review Draft General Plan	4	4	8	12	4	32	$3,540
Task 6.6 General Plan Consultation and Referrals						0	$0
Subtotal	**12**	**28**	**56**	**52**	**20**	**168**	**$18,540**
Phase 7: Zoning Ordinance Update							
Task 7.1 Community Engagement						0	$0
Task 7.2 Zoning Ordinance Diagnosis Report						0	$0
Task 7.3 Kick-Off and Scoping Meeting						0	$0
Task 7.4 Stakeholder Interviews						0	$0
Task 7.5 Modernizing the Zoning Ordinance Seminar						0	$0
Task 7.6 Draft Zoning Ordinance Format and Outline						0	$0
Task 7.7 Matrix of Zoning Ordinance and Map Changes						0	$0
Task 7.8 Zoning District Provisions						0	$0
Task 7.9 Administrative Provisions						0	$0
Task 7.10 General Development and Specific Use Standards						0	$0
Task 7.11 Preliminary Draft Zoning Ordinance						0	$0
Task 7.12 Public Review Draft Zoning Ordinance						0	$0
Task 7.13 Updated Zoning Map						0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
Phase 8: Environmental Review							
Task 8.1 Notice of Preparation						0	$0
Task 8.2 Scoping Meeting						0	$0
Task 8.3 Administrative Draft Program EIR	16	24	80	40	40	200	$22,040
Task 8.4 Screencheck Draft Program EIR	4	8	16	12	8	48	$5,320
Task 8.5 Draft Program EIR	4	4	4	4	4	20	$2,300
Task 8.6 Response to Comments	2	4	20	12	4	42	$4,580
Task 8.7 Statement of Facts and Findings						0	$0
Task 8.8 Final Program EIR						0	$0
Subtotal	**26**	**40**	**120**	**68**	**56**	**310**	**$34,240**
Task 9: Public Review, Final Documents, and Adoption							
Task 9.1 Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR						0	$0
Task 9.2 Planning Commission Hearings						0	$0
Task 9.3 Board of Supervisors Hearings						0	$0
Task 9.4 Final Documents						0	$0
Task 9.5 Adoption Hearing						0	$0
Task 9.6 Web-based General Plan and Zoning Ordinance						0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**$0**
TOTAL							
Total Hours	204	166	344	264	276	1,254	-
2020 Billing Rates (subject to change every January 1st)	$140	$125	$110	$100	$100	-	-
Labor Subtotals	$28,560	$20,750	$37,840	$26,400	$27,600	-	$141,150
Direct Expenses (e.g., printing, travel, Engagement HQ fee, translation services)							$15,000
TOTAL COST W/O CONTINGENCY							$156,150
10% CONTINGENCY (Recommended)							
TOTAL COST W/CONTINGENCY							
OPTIONAL ITEMS						0	$0
Existing Conditions and Trends Workbook		8	36	12		56	$6,160
Optional Alternatives Analysis Approach	44	48	16		16	124	$15,520

1) This represents a total cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

Exhibit B - Budget [1)(2)]

Mintier Harnish

TRINITY COUNTY GENERAL PLAN UPDATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR	APPLIED DEVELOPMENT ECONOMICS (ADE)					MILLER PLANNING ASSOCAITES		
PHASES	SVENSSON Task Manager	CHENG	PRODUCTION	SUBTOTAL HOURS	SUBTOTAL COSTS	MILLER Task Manager	SUBTOTAL HOURS	SUBTOTAL COSTS
Phase 1: Project Initiation								
Task 1.1 Request for Information (RFI)		2		2	$300		0	$0
Task 1.2 Project Kick-off Meeting and County Tour (including TAG meetings)	32			32	$6,400	32	32	$5,760
Task 1.3 Develop Final Work Program	2			2	$400		0	$0
Task 1.4 General Plan Update Presentation (including Newsletter #1)				0	$0		0	$0
Task 1.5 Project Management and Coordination	20			20	$4,000	36	36	$6,480
Task 1.6 General Plan Audit				0	$0		0	$0
Subtotal	**54**	**2**	**0**	**56**	**$11,100**	**68**	**68**	**$12,240**
Phase 2: Zoning Ordinance Amendments to Address State and Federal Law								
Task 2.1 Community Engagement				0	$0	32	32	$5,760
Task 2.2 Zoning Ordinance Amendments Diagnosis				0	$0	24	24	$4,320
Task 2.3 Administrative Draft Zoning Ordinance Amendments				0	$0	40	40	$7,200
Task 2.4 Preliminary Draft Zoning Ordinance Amendments				0	$0	16	16	$2,880
Task 2.5 Public Review Draft Zoning Ordinance Amendments				0	$0	8	8	$1,440
Task 2.6 Environmental Assessment				0	$0	4	4	$720
Task 2.7 Planning Commission Hearing				0	$0	12	12	$2,160
Task 2.8 Board of Supervisors Hearing				0	$0	12	12	$2,160
Task 2.9 Final Documents				0	$0	8	8	$1,440
Task 2.10 Adoption Hearing				0	$0	12	12	$2,160
Subtotal	**0**	**0**	**0**	**0**	**$0**	**168**	**168**	**$30,240**
Phase 3: Existing Conditions Background Report								
Task 3.1 Community Engagement	40			40	$8,000		0	$0
Task 3.2 GIS Database and Base Maps				0	$0		0	$0
Task 3.2 Administrative Draft Existing Conditions Background Report	40	120	8	168	$26,680		0	$0
Task 3.3 Public Review Draft Background Report	8	16		24	$4,000		0	$0
Task 3.4 Assets, Issues, and Opportunities Summary Report				0	$0		0	$0
Subtotal	**88**	**136**	**8**	**232**	**$38,680**	**0**	**0**	**$0**
Phase 4: Community Vision and Guiding Principles								
Task 4.1 Community Engagement				0	$0		0	$0
Task 4.2 Draft Vision and Guiding Principles				0	$0		0	$0
Task 4.3 Vision Summit				0	$0		0	$0
Task 4.4 Vision and Guiding Principles Report				0	$0		0	$0
Subtotal	**0**	**0**	**0**	**0**	**$0**	**0**	**0**	**$0**
Phase 5: Evaluating Alternatives								
Task 5.1 Community Engagement	24			24	$4,800		0	$0
Task 5.2 Land Use Alternative Concepts and Policy Option Topics	12			12	$2,400		0	$0
Task 5.3 Evaluate Growth Alternatives	24	80	4	108	$17,140		0	$0
Task 5.4 Alternatives Report	12	24		36	$6,000		0	$0
Task 5.5 Preferred Alternative				0	$0		0	$0
Subtotal	**72**	**104**	**4**	**180**	**$30,340**	**0**	**0**	**$0**
Phase 6: Preparing the General Plan								
Task 6.1 Community Engagement				0	$0		0	$0
Task 6.2 Prepare the Administrative Review Draft General Plan	24	40	8	72	$11,480		0	$0
Task 6.3 Prepare Land Use and Circulation Diagrams				0	$0		0	$0
Task 6.4 Zoning Ordinance and Map Amendments Report				0	$0	8	8	$1,440
Task 6.5 Preliminary Public Review Draft General Plan	8	12	4	24	$3,740		0	$0
Task 6.6 General Plan Consultation and Referrals				0	$0		0	$0
Subtotal	**32**	**52**	**12**	**96**	**$15,220**	**8**	**8**	**$1,440**
Phase 7: Zoning Ordinance Update								
Task 7.1 Community Engagement				0	$0	70	70	$12,600
Task 7.2 Zoning Ordinance Diagnosis Report				0	$0	12	12	$2,160
Task 7.3 Kick-Off and Scoping Meeting				0	$0	12	12	$2,160
Task 7.4 Stakeholder Interviews				0	$0	20	20	$3,600
Task 7.5 Modernizing the Zoning Ordinance Seminar				0	$0	20	20	$3,600
Task 7.6 Draft Zoning Ordinance Format and Outline				0	$0	6	6	$1,080
Task 7.7 Matrix of Zoning Ordinance and Map Changes				0	$0	4	4	$720
Task 7.8 Zoning District Provisions				0	$0	60	60	$10,800
Task 7.9 Administrative Provisions				0	$0	120	120	$21,600
Task 7.10 General Development and Specific Use Standards				0	$0	80	80	$14,400
Task 7.11 Preliminary Draft Zoning Ordinance				0	$0	24	24	$4,320
Task 7.12 Public Review Draft Zoning Ordinance				0	$0	16	16	$2,880
Task 7.13 Updated Zoning Map				0	$0	4	4	$720
Subtotal	**0**	**0**	**0**	**0**	**$0**	**448**	**448**	**$80,640**
Phase 8: Environmental Review								
Task 8.1 Notice of Preparation				0	$0		0	$0
Task 8.2 Scoping Meeting				0	$0		0	$0
Task 8.3 Administrative Draft Program EIR				0	$0		0	$0
Task 8.4 Screencheck Draft Program EIR				0	$0		0	$0
Task 8.5 Draft Program EIR				0	$0		0	$0
Task 8.6 Response to Comments				0	$0		0	$0
Task 8.7 Statement of Facts and Findings				0	$0		0	$0
Task 8.8 Final Program EIR				0	$0		0	$0
Subtotal	**0**	**0**	**0**	**0**	**$0**	**0**	**0**	**$0**
Task 9: Public Review, Final Documents, and Adoption								
Task 9.1 Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR				0	$0		0	$0
Task 9.2 Planning Commission Hearings				0	$0		0	$0
Task 9.3 Board of Supervisors Hearings				0	$0		0	$0
Task 9.4 Final Documents				0	$0		0	$0
Task 9.5 Adoption Hearing				0	$0		0	$0
Task 9.6 Web-based General Plan and Zoning Ordinance				0	$0		0	$0
Subtotal	**0**	**0**	**0**	**0**	**$0**	**0**	**0**	**$0**
TOTAL								
Total Hours	246	294	24	564	-	692	692	-
2020 Billing Rates (subject to change every January 1st)	$200	$150	$85	-	-	$180	-	-
Labor Subtotals	$49,200	$44,100	$2,040	-	$95,340	$124,560	-	$124,560
Direct Expenses (e.g., printing, travel, Engagement HQ fee, translation services)					$4,500			$4,000
TOTAL COST W/O CONTINGENCY					$99,840			$128,560
10% CONTINGENCY (Recommended)								
TOTAL COST W/CONTINGENCY								
OPTIONAL ITEMS				0	$0		0	$0
Existing Conditions and Trends Workbook	8	36		44	$7,000		0	$0
Optional Alternatives Analysis Approach	52	24		76	$14,000		0	$0

1) This represents a total cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

Exhibit B - Budget [1][2]

Mintier Harnish

TRINITY COUNTY GENERAL PLAN UPDATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR	DYNAMIC PLANNING AND SCIENCE					
PHASES	MOBLEY Principal	JARVIS Planner	JOHNSON Planner	GREER Data Viz.	SUBTOTAL HOURS	SUBTOTAL COSTS
Phase 1: Project Initiation						
Task 1.1 Request for Information (RFI)					0	$0
Task 1.2 Project Kick-off Meeting and County Tour (including TAG meetings)	24				24	$3,600
Task 1.3 Develop Final Work Program					0	$0
Task 1.4 General Plan Update Presentation (including Newsletter #1)					0	$0
Task 1.5 Project Management and Coordination	20				20	$3,000
Task 1.6 General Plan Audit					0	$0
Subtotal	**44**	**0**	**0**	**0**	**44**	**$6,600**
Phase 2: Zoning Ordinance Amendments to Address State and Federal Law						
Task 2.1 Community Engagement					0	$0
Task 2.2 Zoning Ordinance Amendments Diagnosis					0	$0
Task 2.3 Administrative Draft Zoning Ordinance Amendments					0	$0
Task 2.4 Preliminary Draft Zoning Ordinance Amendments					0	$0
Task 2.5 Public Review Draft Zoning Ordinance Amendments					0	$0
Task 2.6 Environmental Assessment					0	$0
Task 2.7 Planning Commission Hearing					0	$0
Task 2.8 Board of Supervisors Hearing					0	$0
Task 2.9 Final Documents					0	$0
Task 2.10 Adoption Hearing					0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**$0**
Phase 3: Existing Conditions Background Report						
Task 3.1 Community Engagement	40				40	$6,000
Task 3.2 GIS Database and Base Maps	4			16	20	$2,360
Task 3.2 Administrative Draft Existing Conditions Background Report	8	40	80	24	152	$20,240
Task 3.3 Public Review Draft Background Report					0	$0
Task 3.4 Assets, Issues, and Opportunities Summary Report					0	$0
Subtotal	**52**	**40**	**80**	**40**	**212**	**$28,600**
Phase 4: Community Vision and Guiding Principles						
Task 4.1 Community Engagement					0	$0
Task 4.2 Draft Vision and Guiding Principles					0	$0
Task 4.3 Vision Summit					0	$0
Task 4.4 Vision and Guiding Principles Report					0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**$0**
Phase 5: Evaluating Alternatives						
Task 5.1 Community Engagement	24				24	$3,600
Task 5.2 Land Use Alternative Concepts and Policy Option Topics	8			24	32	$3,840
Task 5.3 Evaluate Growth Alternatives	8	16	40	24	88	$11,600
Task 5.4 Alternatives Report	4	8	16	8	36	$4,760
Task 5.5 Preferred Alternative					0	$0
Subtotal	**44**	**24**	**56**	**56**	**180**	**$23,800**
Phase 6: Preparing the General Plan						
Task 6.1 Community Engagement					0	$0
Task 6.2 Prepare the Administrative Review Draft General Plan	40	40	120	24	224	$31,040
Task 6.3 Prepare Land Use and Circulation Diagrams					0	$0
Task 6.4 Zoning Ordinance and Map Amendments Report					0	$0
Task 6.5 Preliminary Public Review Draft General Plan	4	8	24	4	40	$5,520
Task 6.6 General Plan Consultation and Referrals					0	$0
Subtotal	**44**	**48**	**144**	**28**	**264**	**$36,560**
Phase 7: Zoning Ordinance Update						
Task 7.1 Community Engagement					0	$0
Task 7.2 Zoning Ordinance Diagnosis Report					0	$0
Task 7.3 Kick-Off and Scoping Meeting					0	$0
Task 7.4 Stakeholder Interviews					0	$0
Task 7.5 Modernizing the Zoning Ordinance Seminar					0	$0
Task 7.6 Draft Zoning Ordinance Format and Outline					0	$0
Task 7.7 Matrix of Zoning Ordinance and Map Changes					0	$0
Task 7.8 Zoning District Provisions					0	$0
Task 7.9 Administrative Provisions					0	$0
Task 7.10 General Development and Specific Use Standards					0	$0
Task 7.11 Preliminary Draft Zoning Ordinance					0	$0
Task 7.12 Public Review Draft Zoning Ordinance					0	$0
Task 7.13 Updated Zoning Map					0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**$0**
Phase 8: Environmental Review						
Task 8.1 Notice of Preparation					0	$0
Task 8.2 Scoping Meeting					0	$0
Task 8.3 Administrative Draft Program EIR	8	8	24	16	56	$7,440
Task 8.4 Screencheck Draft Program EIR	2	2	8	4	16	$2,160
Task 8.5 Draft Program EIR	2		8		10	$1,500
Task 8.6 Response to Comments					0	$0
Task 8.7 Statement of Facts and Findings					0	$0
Task 8.8 Final Program EIR					0	$0
Subtotal	**12**	**10**	**40**	**20**	**82**	**$11,100**
Task 9: Public Review, Final Documents, and Adoption						
Task 9.1 Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR					0	$0
Task 9.2 Planning Commission Hearings					0	$0
Task 9.3 Board of Supervisors Hearings					0	$0
Task 9.4 Final Documents					0	$0
Task 9.5 Adoption Hearing					0	$0
Task 9.6 Web-based General Plan and Zoning Ordinance					0	$0
Subtotal	**0**	**0**	**0**	**0**	**0**	**$0**
TOTAL						
Total Hours	196	122	320	144	782	-
2020 Billing Rates (subject to change every January 1st)	$150	$110	$150	$110	-	-
Labor Subtotals	$29,400	$13,420	$48,000	$15,840	-	$106,660
Direct Expenses (e.g., printing, travel, Engagement HQ fee, translation services)						$4,000
TOTAL COST W/O CONTINGENCY						$110,660
10% CONTINGENCY (Recommended)						
TOTAL COST W/CONTINGENCY						
OPTIONAL ITEMS					0	$0
Existing Conditions and Trends Workbook	8	36	12		56	$6,960
Optional Alternatives Analysis Approach	44	8	16	8	76	$10,760

1) This represents a total cost based on the provided scope of work.
2) The distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

Exhibit B - Budget [1][2]

Mintier Harnish

TRINITY COUNTY GENERAL PLAN UPDATE, ZONING ORDINANCE AMENDMENTS AND UPDATE, AND PROGRAM EIR	ENCODE PLUS				
PHASES	KEAST Principal	CADENA Task Manager	SUBTOTAL HOURS	SUBTOTAL COSTS	TOTAL COSTS
Phase 1: Project Initiation					
Task 1.1 Request for Information (RFI)			0	$0	$2,630
Task 1.2 Project Kick-off Meeting and County Tour (including TAG meetings)			0	$0	$64,000
Task 1.3 Develop Final Work Program			0	$0	$3,160
Task 1.4 General Plan Update Presentation (including Newsletter #1)			0	$0	$6,910
Task 1.5 Project Management and Coordination			0	$0	$126,680
Task 1.6 General Plan Audit			0	$0	$3,100
Subtotal	0	0	0	$0	$206,480
Phase 2: Zoning Ordinance Amendments to Address State and Federal Law					
Task 2.1 Community Engagement			0	$0	$35,770
Task 2.2 Zoning Ordinance Amendments Diagnosis			0	$0	$15,040
Task 2.3 Administrative Draft Zoning Ordinance Amendments			0	$0	$27,840
Task 2.4 Preliminary Draft Zoning Ordinance Amendments			0	$0	$8,320
Task 2.5 Public Review Draft Zoning Ordinance Amendments			0	$0	$4,870
Task 2.6 Environmental Assessment			0	$0	$14,160
Task 2.7 Planning Commission Hearing			0	$0	$5,160
Task 2.8 Board of Supervisors Hearing			0	$0	$5,160
Task 2.9 Final Documents			0	$0	$5,000
Task 2.10 Adoption Hearing			0	$0	$4,260
Subtotal	0	0	0	$0	$125,580
Phase 3: Existing Conditions Background Report					
Task 3.1 Community Engagement			0	$0	$115,500
Task 3.2 GIS Database and Base Maps			0	$0	$14,300
Task 3.2 Administrative Draft Existing Conditions Background Report			0	$0	$267,288
Task 3.3 Public Review Draft Background Report			0	$0	$45,200
Task 3.4 Assets, Issues, and Opportunities Summary Report			0	$0	$11,620
Subtotal	0	0	0	$0	$453,908
Phase 4: Community Vision and Guiding Principles					
Task 4.1 Community Engagement			0	$0	$1,970
Task 4.2 Draft Vision and Guiding Principles			0	$0	$10,620
Task 4.3 Vision Summit			0	$0	$23,900
Task 4.4 Vision and Guiding Principles Report			0	$0	$4,440
Subtotal	0	0	0	$0	$40,930
Phase 5: Evaluating Alternatives					
Task 5.1 Community Engagement			0	$0	$62,750
Task 5.2 Land Use Alternative Concepts and Policy Option Topics			0	$0	$46,820
Task 5.3 Evaluate Growth Alternatives			0	$0	$70,780
Task 5.4 Alternatives Report			0	$0	$62,440
Task 5.5 Preferred Alternative			0	$0	$6,640
Subtotal	0	0	0	$0	$249,430
Phase 6: Preparing the General Plan					
Task 6.1 Community Engagement			0	$0	$10,370
Task 6.2 Prepare the Administrative Review Draft General Plan			0	$0	$152,044
Task 6.3 Prepare Land Use and Circulation Diagrams			0	$0	$15,600
Task 6.4 Zoning Ordinance and Map Amendments Report			0	$0	$14,440
Task 6.5 Preliminary Public Review Draft General Plan			0	$0	$39,368
Task 6.6 General Plan Consultation and Referrals			0	$0	$6,300
Subtotal	0	0	0	$0	$238,122
Phase 7: Zoning Ordinance Update					
Task 7.1 Community Engagement			0	$0	$45,130
Task 7.2 Zoning Ordinance Diagnosis Report			0	$0	$13,320
Task 7.3 Kick-Off and Scoping Meeting			0	$0	$8,820
Task 7.4 Stakeholder Interviews			0	$0	$9,900
Task 7.5 Modernizing the Zoning Ordinance Seminar			0	$0	$7,660
Task 7.6 Draft Zoning Ordinance Format and Outline			0	$0	$3,380
Task 7.7 Matrix of Zoning Ordinance and Map Changes			0	$0	$3,020
Task 7.8 Zoning District Provisions			0	$0	$56,800
Task 7.9 Administrative Provisions			0	$0	$29,640
Task 7.10 General Development and Specific Use Standards			0	$0	$54,800
Task 7.11 Preliminary Draft Zoning Ordinance			0	$0	$19,640
Task 7.12 Public Review Draft Zoning Ordinance			0	$0	$10,260
Task 7.13 Updated Zoning Map			0	$0	$7,000
Subtotal	0	0	0	$0	$269,370
Phase 8: Environmental Review					
Task 8.1 Notice of Preparation			0	$0	$6,318
Task 8.2 Scoping Meeting			0	$0	$2,600
Task 8.3 Administrative Draft Program EIR			0	$0	$127,016
Task 8.4 Screencheck Draft Program EIR			0	$0	$29,272
Task 8.5 Draft Program EIR			0	$0	$12,870
Task 8.6 Response to Comments			0	$0	$34,868
Task 8.7 Statement of Facts and Findings			0	$0	$5,370
Task 8.8 Final Program EIR			0	$0	$6,218
Subtotal	0	0	0	$0	$224,532
Task 9: Public Review, Final Documents, and Adoption					
Task 9.1 Newsletter #9: Draft General Plan, Zoning Ordinance, and PEIR			0	$0	$1,970
Task 9.2 Planning Commission Hearings			0	$0	$15,560
Task 9.3 Board of Supervisors Hearings			0	$0	$15,560
Task 9.4 Final Documents			0	$0	$9,820
Task 9.5 Adoption Hearing			0	$0	$7,560
Task 9.6 Web-based General Plan and Zoning Ordinance	20	260	280	$40,400	$64,500
Subtotal	20	260	280	$40,400	$114,970
TOTAL					
Total Hours	20	260	280	-	-
2020 Billing Rates (subject to change every January 1st)	$200	$140	-	-	-
Labor Subtotals	$4,000	$36,400	-	$40,400	$1,923,322
Direct Expenses (e.g., printing, travel, Engagement HQ fee, translation services)				$2,500	$82,500
TOTAL COST W/O CONTINGENCY				$42,900	$2,005,822
10% CONTINGENCY (Recommended)					$200,582
TOTAL COST W/CONTINGENCY					$2,206,404
OPTIONAL ITEMS			0	$0	$0
Existing Conditions and Trends Workbook			0	$0	$94,620
Optional Alternatives Analysis Approach			0	$0	$170,890

1) This represents a total cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

AMENDMENT NO. 5
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 21-035)
BETWEEN
THE COUNTY OF TRINITY
AND
MINTIER HARNISH, LP

WHEREAS, a Contract was entered into the 6th day of April, 2021, and amended on February 20, 2024, January 14th, 2025, August 19th, 2025 and December 16th, 2025 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **Mintier Harnish, LP** ("Contractor"), to provide **the Trinity County General Plan update, zoning ordinance amendment, providing general plan community workshops and program EIR**; and

WHEREAS, the Contract provides for a termination date of December 31, 2026; and

WHEREAS, the parties wish to:

1. Extend the contract termination date to December 31, 2027; and
2. Increase the maximum cost by $132,500; and
3. Expand the scope of work and increase the budget; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. IV. TERM OF CONTRACT: is amended to read, this contract shall commence on April 6, 2021 and shall terminate on December 31, 2027, unless sooner terminated in accordance with the terms hereunder.

2. VII. MAXIMUM COST TO COUNTY: is amended to read; Notwithstanding any other provision of this contract, in no event will the cost to the County for the services to be provided herein exceed the maximum of $2,621,339.50, including direct non-salary expenses.

3. Add Exhibit F to expand the scope of work and budget for the expanded Zoning Code tasks.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 5 to be executed on this 4th day of August, 2026.

COUNTY OF TRINITY:

By: _____
Heidi Carpenter - Harris, Chairman
Trinity County Board of Supervisors
Date: _____

CONTRACTOR:

By: _____
Name:_____
Title.: _____
Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: _____
Laila Cassis, Director
Human Resources/Risk Management

Exhibit F

Trinity County Zoning Code Update
New Tasks
Work Scope

Due to the extensive public interest in the Zoning Code Update, the Trinity County Board of Supervisors and Planning Commission requested Mintier Harnish prepare a revised work scope and budget to allow for thorough and extensive consideration of Board, Commission, and public comments on the updated Code. This work scope includes additional Commission and Board study sessions, staff/consultant working sessions, a revised Public Review Draft Zoning Code, and additional public hearings.

Task 1 Ongoing Public Comment Matrix

Mintier Harnish has prepared and will continue to maintain a public comment matrix to keep track of all public comments submitted on the Zoning Code Update. The matrix will be available on the Project website under a separate public comment tab and is accessible to decisionmakers, County staff, and the public. We will continue to maintain and update the matrix throughout the public review process.

Task 2 Planning Commission Study Sessions

Mintier Harnish and County staff will facilitate five additional all day study sessions on the Zoning Code. One study session will be devoted to Cannabis and the Williamson Act and led by County staff without Consultant attendance. Each of the other four study sessions will focus on one or two Parts of the Zoning Code and be facilitated (in-person) by Mintier Harnish.

Task 3 Internal Working Sessions with County Staff

Mintier Harnish and County staff will hold four, two hour working sessions to follow-up on direction from the Planning Commission study sessions. These working sessions will be virtual.

Task 4 Revised Public Review Draft Zoning Code

Following direction from the Planning Commission and the County staff working sessions, Mintier Harnish will prepare a Revised Public Review Draft Zoning Code. Following County staff review, we will make any needed revisions, publish the Revised Public Review Draft Zoning Code, and post it on the Project website for public review.

Task 5 Planning Commission Study Session -Revised Public Review Draft

Mintier Harnish and County staff will facilitate a study session with the Planning Commission on the Revised Public Review Draft Zoning Code to receive public comments and direction from the Planning Commission. In our presentation we will highlight the key changes in the Revised Code and then facilitate a discussion with the Planning Commission. At the end of this study session, the Planning Commission will make recommendations to the Board of Supervisors at a future study session (Task 6).

Task 6 Board of Supervisors Study Session -Revised Public Review Draft

Mintier Harnish and County staff will facilitate a study session with the Board of Supervisors on the Revised Public Review Draft Zoning Code to receive public comments and recommendations from the Planning Commission. In our presentation we will highlight the key changes in the

Revised Code and then facilitate a discussion with the Board. At the end of this study session, we will ask the Board for direction on any changes to the Revised Zoning Code prior to environmental review and hearings.

Task 7 Second Revised Public Review Draft Zoning Code

Based on direction received from the Board of Supervisors, Mintier Harnish will edit the revised Public Review Draft Zoning Code. We assume the edits will be largely technical, assuring accurate cross references, and other minor changes. There will not be an additional public review period for the Second Revised Public Review Draft Zoning Code.

Task 8 CEQA

Mintier Harnish and Rincon Consultants will prepare Findings of Consistency with the Trinity County 2050 General Plan PEIR. Given that the PEIR will have been recently certified and that the Zoning Code should be consistent with the 2050 General Plan, Findings of Consistency are anticipated to be the appropriate action for CEQA compliance. Should the Board direct changes in the Zoning Code that are not consistent with the 2050 General Plan, we will work with County staff to determine both the best approach to achieving General Plan consistency as well as the appropriate CEQA analysis, which would likely be an Addendum to the PEIR, which is not covered under this scope and proposed budget.

Task 9 Planning Commission Public Hearings (2)

Mintier Harnish will attend and facilitate two Planning Commission Public Hearings on the Second Revised Public Review Draft Zoning Code. We will present the Zoning Code and facilitate a discussion with the Commission. Following discussion and public comment at the second hearing, the Planning Commission will make recommendations to the Board of Supervisors for adoption of the Zoning Code.

Task 10 Board of Supervisors Public Hearings (2)

Mintier Harnish will attend and facilitate two Board of Supervisors Public Hearings on the Second Revised Public Review Draft Zoning Code. We will present the Zoning Code and facilitate a discussion with the Board. Following discussion, public comment, and consideration of the Planning Commission recommendations at the second hearing, the Board of Supervisors will accept the CEQA Findings of Consistency and adopt the Zoning Code.

Task 11 Project Management

Based on the expanded scope of work and additional resources required, Mintier Harnish requesting an increase to the Project Management budget. This adjustment reflects the additional level of effort associated with coordinating the increased number of meetings and managing internal team workflows and resource allocation. It also accounts for ongoing project management responsibilities, including invoicing, budget tracking and review, consultant coordination, and general administrative oversight necessary to support the expanded scope.

Budget

Tasks	TRINITY COUNTY ZONING CODE Description	MINTIER HARNISH HARNISH Project Advisor	B. GIBBONS, AICP Project Director	M. GIBBONS Project Manager	ZANCHETTA/WOOSLEY Planner	Support/ Administrative	Subtotal Hours	TOTAL COSTS
	New Zoning Code Update Tasks							
Task 1	Ongoing Public Comment Matrix		2	4	12		18	**$3,850**
Task 2	Planning Commission Study Sessions						0	**$0**
Task 2.1	Study Session - Cannabis and Williamson Act (staff led)	2	2	2			6	**$1,660**
Task 2.2	Study Session - Part 2			20			20	**$4,800**
Task 2.3	Study Session - Part 3			20			20	**$4,800**
Task 2.4	Study Session - Part 4			20			20	**$4,800**
Task 2.5	Study Session - Part 5/6			20			20	**$4,800**
Task 3	Internal Working Sessions with County Staff (Four - 2hrs)		4	8	8		20	**$4,580**
Task 4	Revised Public Review Draft Zoning Code	4	24	40	140		208	**$44,760**
Task 5	Planning Commission Study Session -Revised Public Review Draft			20			20	**$4,800**
Task 6	Board of Supervisors Study Session -Revised Public Review Draft			20			20	**$4,800**
Task 7	Second Revised Public Review Draft Zoning Code	2	2	8	8		20	**$4,660**
Task 8	CEQA - Findings of Consistency (Rincon direct cost)						0	**$8,000**
Task 9	Planning Commission Hearings (2)			30			30	**$7,200**
Task 10	Board of Supervisors Hearings (2)			30			30	**$7,200**
Task 11	Project Management	8	10	24		36	78	**$16,790**
Subtotal		**16**	**42**	**262**	**156**	**36**	**512**	**$127,500**
TOTAL								
Total Hours		16	42	262	156	36	512	-
2026 Billing Rates		$315	$275	$240	$195	$160	-	-
Labor Subtotals		$5,040	$11,550	$62,880	$30,420	$5,760	-	**$127,500**
Direct Expenses (e.g., printing, travel)								**$5,000**
TOTAL COST								**$132,500**

1) This represents a total not to exceed cost based on the provided scope of work.

2) The distribution of hours between firms, staff categories, and tasks are an estimate.
While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

3) Labor rates are subject to change every January 1st, although this change will not change the total budget.

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Health and Human Services - Behavioral Health Services
Contact:	Elizabeth Hamilton
Phone:	530-623-1265
Item:	D.4. Amendment - Central Star Behavioral Health, INC. (24-190)

Requested Action
Approve amendment number 2 to the agreement with Central Star Behavioral Health, Inc. extending the term and contract performance time to June 30, 2029, and updating Exhibit B to provide acute psychiatric inpatient hospital services for Trinity County eligible residents.

Fiscal Impact
No impact to the General Fund; up to $250,000 per FY from Behavioral Health.

Summary
Central Star Behavioral Health operates a Psychiatric Health Facility with the capability to admit Trinity County youth. This agreement expands options for Trinity County youth to receive necessary care, also ensuring compliance with the Department of Health Care Services (DHCS) Specialty Mental Health Services (SMHS) program. This also increases support for the Children and Youth Behavioral Health Initiative (CYBHI), a statewide effort to support the behavioral health of young people in California.

Discussion
Trinity County Behavioral Health has contracted with Central Star Behavioral Health, INC. for nearly two years and wishes to continue to do so. Central Star offers valuable care to their target population of twelve (12) to eighteen (18) year olds, ensuring compliance with California Code of Regulations (CCR) Title 9 Section 1820.205. We wish to extend the contract an additional three (3) years to guarantee access to care for Trinity eligible youth.

Alternatives Including Fiscal Impact
Deny request and provide direction to staff.

Departmental Recommendation
Approve as requested.

CAO Recommendation
Approve as Requested

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 24-190)
BETWEEN
THE COUNTY OF TRINITY
AND
CENTRAL STAR BEHAVIORAL HEALTH, INC.

WHEREAS, a Contract was entered into the 3rd day of December, 2024 ("Contract") by and between the COUNTY OF TRINITY ("County"), and CENTRAL STAR BEHAVIORAL HEALTH, INC. ("Contractor"), to provide Acute Psychiatric Inpatient Hospital Services for Trinity County residents; and

WHEREAS, the Contract provides for a termination date of June 30th, 2026; and

WHEREAS, the parties wish to:

1. Amend Exhibit A, Services to be Provided by Contractor; and

2. Amend Exhibit B, Compensation or Fees to be Paid to Contractor.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Amend Exhibit A, Section I. Schedule of Services to add the following:

   "PHF is anticipated to be relocated to 3115 N. Millbrook Avenue, Fresno, CA 93703. Contractor shall provide written notice by mail of the date of relocation and updated Medi-Cal certification and licensing documents as soon as they are available. Contractor shall not provide services at both locations simultaneously."

2. Amend Exhibit B, Section II Medi-Cal Rates for Fiscal Years, Subsection A to include the following rates, effective July 1, 2025:

Daily Rate and Fee Schedule FY 2025-2026

Service	Unit	Rate
PHF	Day	$1,469.85
PHF Administrative Day	Day	$1,469.85

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on the date signed below.

COUNTY OF TRINITY:

By _____

Trent Tuthill

County Administrative Officer

Date: 06/26/2025

CONTRACTOR:

By Kent Dunlap
Kent Dunlap (Jul 13, 2025 12:46 PDT)

Kent Dunlap

President & CEO

Date: Jul 13, 2025

Approved as to form:

By: _____

Margaret E. Long

County Counsel

Risk Management Approval

By: Laila H Cassis

Laila Cassis, Director

Human Resources/Risk Management

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
CENTRAL STAR BEHAVIORAL HEALTH, INC.

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 3rd day of December 2024, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **CENTRAL STAR BEHAVIORAL HEALTH, INC.** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Acute Psychiatric Inpatient Hospital Services for Trinity County residents; and

WHEREAS, County has entered into an agreement with the State of California Department of Health Care Services (DHCS) (State Contract) to provide Mental Health Services to Trinity County members; and

WHEREAS, County has entered into an agreement with the State Department of Health Care Services (State Contract), which is the performance Contract, as required by Welfare and Institutions Code (WIC) sections 5650, subd. (a), 5651, 5897 an California Code of Regulations (CCR), Title 9, sections 3310, setting forth conditions and requirement County must meet in order to receive specific funding such as the Mental Health Services Act (MHSA), the Mental Health Block Grant, and Substance Abuse Block Grant (SUBG); and

WHEREAS, the State Contract and Performance Contract require that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contracts and that all County subcontractors comply with all terms and conditions of the State Contracts; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor is licensed by the State of California to provide the services in Exhibit A (Services to be Provided by Contractor) of this Contract; and

WHEREAS, Contractor further represents and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods, and materials that are described in this Contract, at a cost to the County as herein specified, that it will be able to perform there herein described services at a minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues and conditions; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit A.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.

C. Make available all pertinent data and records for review.

IV. TERM OF CONTRACT: This Contract shall commence on December 3rd, 2024, and shall terminate on June 30th, 2026, unless sooner terminated in accordance with the terms hereunder.

V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than June 30th, 2026. Time is of the essence with respect to this Contract.

VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.

VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein

exceed the maximum sum of $250,000 per fiscal year, including direct non-salary expenses.

VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

IX. INSURANCE: 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 hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of $1,000,000, and a general aggregate limit of $2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box **1640**
Weaverville, CA 96093

B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of $1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box **1640**
Weaverville, CA 96093

C. The Contractor shall be required to carry professional, malpractice, and errors & omissions coverage in the amount of $1,000,000 per occurrence or claim, and $2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to 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 in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

X. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

XI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

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

XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.

XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXIV. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.

XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor
Exhibit C	Health Insurance Portability and Accountability Act Supplement
Exhibit D	Specialty Mental Health Services Requirements
Exhibit E	State and Federal Funding Requirements
Exhibit F	Providers Disclosure of Ownership/Information Regarding Officers, Owners, and Stockholders
Exhibit G	Restrictions on Salaries
Exhibit H	Information Confidentiality and Security Requirements
Exhibit I	Program Integrity
Exhibit J	Reports
Exhibit K	Federal W9 and CA 590 to be Completed and Returned by Contractor
Exhibit L	Information Exchange Agreement between the Social Security Administration and the California Department of Health Care Services

XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.

XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

TRINITY COUNTY BEHAVIORAL HEALTH SERVICES
P.O. BOX 1640
WEAVERVILLE, CA 96093
trinbhsfiscal@trinitycounty-ca.gov

If to Contractor:

CENTRAL STAR BEHAVIORAL HEALTH, INC.
KENT DUNLAP
1501 HUGHES WAY, SUITE 150
LONG BEACH, CA 90810
(310) 221-6336 ext 125

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

By: _____
Ric Leutwyler, Chairman
Trinity County Board of Supervisors

Date: 12/03/2024

CONTRACTOR:

By: Sonia Cueva
Sonia Cueva (Dec 5, 2024 16:10 PST)
Sonia Cueva
Contracts Manager

Date: Dec 5, 2024

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: Laila H Cassis
Laila Cassis, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

I. SCHEDULE OF SERVICES:
Contractor shall operate the youth Psychiatric Health Facility (PHF) 24 hours per day, seven (7) days per week. The PHF shall be located at 4411 E. Cesar Chavez Blvd, Fresno, CA 93702.

II. TARGET POPULATION:
The target population will include youth twelve (12) years of age up to 18 years of age, who meet the medical necessity criteria indicating they require this level of care, as described in California Code of Regulations (C.C.R.) Title 9, § 1820.205 and who may be admitted on a voluntary or involuntary basis. These clients will include Medi-Cal members, Medicare and Medicare/Medi-Cal members, and indigent/uninsured clients who are referred by the County.

III. PROJECT DESCRIPTION:

A. Contractor will implement a youth Psychiatric Health Facility (PHF). Program goal of the PHF is to provide acute psychiatric hospitalization, coordinated discharge planning and effective linkages to post-hospital outpatient mental health treatment programs and other supportive services for youth and their families.

B. Contractor will perform a utilization review of all admissions to determine that the documentation demonstrates that medical necessity criteria, as defined by the California Department of Health Care Services. The 16 bed facility will be licensed by the State of California, Department of Health Care Services (DHCS), and meet all regulations required for operating a psychiatric health facility W&I Code 4080 Article 3; Health and Safety Code 1250.2 and meet Medi-Cal certification by the County.

C. Contractor shall be responsible to submit by mail or email all Client Service Information, admission data and billing information to County and will be responsible for any and all DHCS audit exceptions pertaining to the delivery of services. The Contractor will also be responsible for the mandated reporting of patient information and admission/discharge data and other required reports to the Office of State Health Planning and Development (OSHPD), the California Department of Health Care Services, and meet all applicable submission deadlines.

IV. GOALS:

A. Management and alleviation of member's acute psychiatric symptoms to prevent members from requiring inpatient services and use a less restrictive level of care.

B. Clinical program recovery/strength based with appropriate professional staffing on a 24 hour, 7 day a week basis.

C. Safe, secure and structured environment that promotes client wellness and recovery, including connections to family and community.

D. Comprehensive multi-disciplinary evaluation and client-centered care plan for each client.

E. Dietary services through the availability of nourishment or snacks in accordance with Title 22, Division 5, Chapter 9, Article 3, Section 77077. A dietician will be utilized for menu planning and assessment for dietary special needs, consistent with Title 22 requirements.

F. Admission procedures will be in place for voluntary and involuntary clients.

G. Treatment Planning
The Psychiatric Health Facility staff will provide the following services captured in written assessment and care plans:
   i. Mental Status Examination
   ii. Medical Evaluation
   iii. Psycho-Social Assessment
   iv. Nursing Assessment
   v. Multi-Disciplinary Milieu Treatment Program
   vi. Individualized Focused Treatment Planning
   vii. Aftercare Planning

H. Staffing
   i. The staffing pattern and all staff working at the PHF shall meet all State licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 9, Division 1, Chapter 11, Article 3, Section 1840.348 of the California Code of Regulations for Psychiatric Health Facilities All staff, which requires state licensure or certification, will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.
   ii. All facility staff, who provide direct patient care or perform coding/billing functions, must meet the requirements of the SBHG Compliance Program. This includes the screening for excluded persons and entities by accessing or querying the applicable licensing board(s), the National Practitioner Data Bank (NPDB), Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and Medi-Cal Suspended and Ineligible List prior to hire and annually thereafter. In addition, all licensed/registered/waivered staff must complete a Trinity County Provider Application and be credentialed by the Trinity County BHS Compliance Officer, or their designee. All

licensed staff shall have Department of Justice (DOJ), Federal Bureau of Investigation (FBI), and Sheriff fingerprinting (Lives can) executed.

iii. Peer and/or Family Support staff will help to educate, support and advocate on behalf of children, youth and their families during the hospitalization and will assist with discharge planning and the transition to follow-on care.

I. Medical Records and Mandated Reporting:
   i. Contractor utilizes an Electronic Medical Record (EMR), MyEvolv by NetSmart. All services will be documented in the EMR.
   ii. The Contractor will be responsible for "release of information" requests for the PHF and shall adhere to applicable federal and state regulations.
   iii. The Contractor will report information and admission/discharge data to the Office of Statewide Health Planning and Development and meet all applicable submission deadlines.

J. Organized Clinical Staff
Clinical staff will be licensed psychiatrists, primary care physicians, and psychologists with appropriate education, credentialing and experience.

K. Pharmaceutical and Medication Services
Controls traditional to PHF's for pharmaceutical and medication services will be reflected. Contractor will have policies, procedures and physician/nursing protocols in place regarding medication labeling, storage/security, orders, use of med carts, administration, polypharmacy, and monitoring response will be observed.

L. Physical Health Care
Contractor will contract with a primary care physician and a registered dietician. Contractor will provide a full health history upon admission. Contractor will have a written agreement with one or more acute care hospitals to provide services for youth requiring additional needed services.

M. Schedule of Active Therapies
Contractor shall provide a daily schedule of therapeutic activities that will be provided as part of the clinical treatment program. The schedule shall include wellness education with motivational support, psycho-social and life skill building groups on varied topics, family therapy, creative expressive arts, recreational and fitness programs. The treatment team is expected to schedule member participation activities tailored to each member's individual needs. There will also be daily meetings among the staff and youth for general education and guidance about unit activities and to collectively address milieu living issues.

V. OBJECTIVES

A. Safe and Secure Environment to provide clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health clients with acute psychiatric disorder. All client care staff will be trained and certified by a nationally recognized assault crisis training that is principally focused on crisis prevention and de-escalation.

B. Provide the appropriate type and level of staffing to provide for a clinical effective program design.

C. Provide an intensive treatment program which has individualized client care plans.

D. Stabilize consumers as soon as possible in order to assist them in their recovery from mental illness.

E. Effectively partner with other County programs in accepting County members for admission for acute inpatient psychiatric services and also to work collaboratively in discharge planning to insure appropriate ongoing outpatient specialty mental health treatment services are provided.

F. Identify County members with frequent admissions during the fiscal year and to develop strategies with other County and community agencies to reduce readmissions.

G. Effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist members to be discharged to the more appropriate level of care.

H. Integrate mental health and substance abuse services through comprehensive continuous integrated systems of care for the life span of those served and to work as partners with a shared vision: to create a coordinated and comprehensive system of service delivery. The Contractor shall perform the following:
    i. Develop a formal written Continuous Quality Improvement (CQI) action plan to identify measurable objectives toward the achievement of Co-Occurring Disorders (COD) capability that will be addressed by the program during the contract period. These objectives should be ACHIEVABLE and REALISTIC for the program, based on the self-assessment and the program priorities, but need to include attention to making progress on the following issues, at minimum:
        1. Welcoming policies, practices, and procedures related to the engagement of individuals with co-occurring issues and disorders;
        2. Removal or reduction of access barriers to admission based on co-occurring diagnosis or medication;

3. Improvement in routine integrated screening, and identification in the data system of how many members served have co-occurring issues;
4. Developing the goal of basic co-occurring competency for all treatment staff, regardless of licensure or certification, and
5. Documentation of coordination of care with collaborative mental health and/or substance abuse providers for each member.

VI. Regarding direct admissions to the PHF from County BHS programs or its contracted providers, Contractor agrees to the following:

A. To allow direct admits from County BHS programs or its contracted providers when PHF beds are available.

B. Said direct admits shall not require medical clearance. However, in the event a referred member is known to possess a contagious medical condition, said patient shall be medically cleared by a local hospital prior to admission to the PHF operated by Contractor.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

I. METHOD OF PAYMENT

A. If applicable, Contractor shall determine if a member has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for member services after all other funding sources for a member have been exhausted, or if a Medi-Cal or EPSDT only provider, bill accordingly.

B. Contractor shall submit a monthly invoice using the HCFA form 1500, or another form of invoice, so long as all required information is present on invoice. Any invoice received that does not include all necessary information will be returned to Contractor for correction and resubmission. The monthly claim will summarize the services provided during the previous month. Contractor shall provide all required supporting documentation, which may include, but not necessarily be limited to, written authorization for services, daily transactions certified by the individual service provider(s), progress notes, actual units of time and units of service, Medi-Cal swipes, approved Treatment Authorization Requests (TAR), explanation of benefits by other health care carrier, time sheets, labor distribution, general-leger printouts, and costs per line item, which must be retained for audit purposes.

C. Professional fees or Psychiatric Inpatient Hospital Professional Services are not included in the inpatient rates described in Exhibit B Section II Medi-Cal Rates for Fiscal Years. Contractor Shall submit a separate invoice for reimbursement of professional fees under the outpatient services fees schedule. Contractor shall also submit a current W9 for each facility seeing Trinity County members and for each provider for whom professional fees are billed. A current W9 must be on file with the County before invoices will be paid.

D. Contractor shall submit such invoices for payment to County within forty-five (45) days of discharge. Claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted to County no later than sixty-five (65) days after completion of the month in which services were rendered.

II. MEDI-CAL RATES FOR FISCAL YEARS

A. County will pay Contractor for Medi-Cal allowable services provided to members as appropriate for the required level of care. County shall pay Contractor the following rates per service code billed per applicable Fiscal Year:

Daily Rate and Fee Schedule FY 2024-2025

Service	Unit	Rate
PHF	Day	$1,425.79
PHF Administrative Day	Day	$1,425.79

B. Final compensation to Contractor shall be at the actual rate and the total compensation shall not exceed maximum payable set forth in Section V of this Agreement.

C. Invoices submitted one hundred eighty (180) days after the date of service will be denied in accordance with State of California regulations concerning timely submission.

D. Compensation for professional fees shall not exceed 65% of CalAIM allowable outpatient rates published by DHCS and available online at dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules.aspx.

III. ANCILLARY SERVICES

A. Ancillary Services are not covered by the Daily Rate and include:
   1. Medications and other Pharmacy services
   2. Mobile X-Ray
   3. Laboratory Tests
   4. Ambulance Transportation

B. For clients with Medi-Cal insurance, ancillary services will be directly billed to State Medi-Cal by providers contracted with Contractor.

C. For clients with private insurance, ancillary services may be directly billed to private insurance company by providers contracted with Contractor or will be billed to Contractor by said providers.

D. For indigent clients, ancillary services will be billed to Contractor by providers contracted with Contractor.

E. Fees to County for ancillary services billed to Contractor and not covered by other insurance will include the charges to Contractor plus a four percent (4%) processing fee.

IV. DISALLOWANCES

A. Any credible allegation of fraud will be investigated in accordance with 42 C.F.R. § 438.608(a)(8). Should any County staff member suspect the invoice is fraudulent, staff will notify the Director and bring the invoice

forward for review. County will inquire with the Contractor and/or the Medi-Cal member to determine if the invoice generated reflects actual services provided and/or received. Until the investigation is complete, County shall deny payment to the Contractor.

B. County will demand repayment from Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

C. Any such disallowance related to the current term of this Contract will be due and payable within thirty (30) days of the dated invoice from the County.

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:
Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
c. Designated Record Set. "Designated Record Set" shall mean:
(1) A group of records maintained by or for a covered entity that is:
    a. The medical records and billing records about individuals maintained by or for a covered health care provider;
    b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or

unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.
   a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
   b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.
Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.
(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
(b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

EXHIBIT D

SPECIALITY MENTAL HEALTH SERVICES REQUIREMENTS

I. CONCURRENT REVIEW REQUIREMENTS

A. The concurrent review authorization process applies to all psychiatric level of care service providers certified by DHCS as Medi-Cal providers of inpatient hospital services. The authorization process applies to all inpatient admissions, whether voluntary or involuntary. To the extent there is a conflict, this section supersedes CCR, Title 9, sections 1820.215, 1820.220, 1820.225 and 1820.230.

B. County and Contractor shall exchange protected Health Information by any method compliant with HIPAA and which is agreed upon by both parties. This may include fax, telephone and electronic transmission. County and Contractor shall consult with each other regarding member treatment as appropriate.

C. Contractor shall follow County Procedures for Concurrent Review process. For all members admitted to any facility, Concurrent Review is mandated. This entails faxing all current psychiatry notes and other relevant information, including but not limited to:

1. Psychiatric Evaluation
2. Member history and physical
3. Toxicology screen
4. Discharge information

These documents must be legible, signed and dated by the Contractor and meet the standards set forth by Chapters eleven (11) and twelve (12) of Title 9 form Medical Necessity for the date(s) of service. If the notes do not meet standards, Contractor will be given an opportunity to provide other documentation to support Medical Necessity. Additional documentation must be received no later than twenty-four (24) hours after initial request from County.

D. Fax lines to be used for concurrent review are as follows:

1. 530-623-5830
2. 530-623-1447

Email contact can be made using the following email address:
trinbhsclinical@trinitycounty-ca.gov

The 24/7/365 Access Line for County is 530-623-5708 or toll free at 1-888-624-5820

E. Admissions and Authorization

1. County will have 24/7/365 telephone and fax access to receive admission notification and initial authorization requests. Within twenty-four (24) hours of admission of a Trinity Medi-Cal member for psychiatric inpatient hospital services, Contractor shall provide County the members admission orders, initial plan of care, a request to authorize member treatment, and a completed face sheet. The Treatment Authorization Request (TAR) form is

attached as Exhibit D, Attachment 1. The face sheet shall include the following information (if available):

i. Hospital name and address; and
ii. Member name and Date of Birth; and
iii. Insurance Coverage; and
iv. Medi-Cal number and County of responsibility as identified in MEDS; and
v. Current address/place of residence; and
vi. Date and time of admission; and
vii. Working (provisional) diagnosis; and
viii. Name and contact information of admitting, qualified and licensed practitioner; and
ix. Utilization review staff contact information.

2. If, upon admission, a member is in a psychiatric emergency medical condition, as defined in Health & Safety Code Section 1317.1(k), the timer period for hospital to request authorization shall begin when the member's condition is stabilized, as defined in Health & Safety Code Section 1317.1(j). For emergency care, no prior authorization is required, following the reasonable person standard to determine that the presenting complaint might be an emergency.

F. County shall decide whether to grant, modify or deny the initial treatment authorization request and communicate the decision to Contractor per managed care requirements for expedited authorization following the receipt of all information specified above. County will make an expedited authorization decision and provide notice as expeditiously as member's health condition requires and not later than seventy-two (72) hours after receipt of the Contractor request.

G. When medically necessary for the member, before the end of the initial authorization period, or a subsequent authorization period, Contractor shall submit a continued stay authorization request for a specified number of days to County. Contractor is required to request authorization for continued stay services for the member in writing, in a County approved format. Verbal updates of the member's status will not be accepted in lieu of faxed documentation. Authorization for subsequent days may be requested in multiple day increments, however, Contractor shall verify that each subsequent day meets Medical Necessity.

1. Contractor may request information from County needed to determine the appropriate length of stay for a member. County may request only information from Contractor that is reasonably necessary to decide whether to grant, modify or deny the request. The exchange of information is intended to occur flexibly, with County and Contractor exchanging relevant information as needed to complete the concurrent review process and discharge planning and aftercare support. Clinical information to be exchanged includes:

i. Current need for treatment to include involuntary or voluntary status, diagnosis, current symptoms, and current response to treatment.
ii. Risk assessment to include any changes, inclusive of new indicators since initial intake assessment that reflect current risk. Examples include protective and environmental factors and available supports that should be considered in discharge planning, updates regarding changes to suicidal and/or homicidal ideation since admission, aggression/self-harm since admission, behavioral observations, and historical trauma.
iii. Precipitating events if further identified or clarified by the Contractor after County admission notice.
iv. Known treatment history as relates to this episode of care to include daily status of Contractor.
v. Contractor information on prior episode history that is relevant to current episode.
vi. County information of relevant and clinically appropriate member history.
vii. Medication to include medication administration records for current episode, changes in medication, response to current medication or further recommendation.

H. County shall issue a decision of Contractors continued stay authorization request within twenty-four (24) hours of receipt of the request and all information reasonably necessary to make the appropriate determination. County remains responsible for the cost of each day of inpatient stay, at the applicable rate for acute psychiatric inpatient hospital services, until the requirements in paragraph i or ii below have been met
    i. The existing treatment authorization expires, and the Contractor discharges the member (or the level of care is downgraded to administrative day level while awaiting transfer), pursuant to a plan of care that is agreed upon by County and Contractor, or
    ii. County denies the Contractors continued stay authorization request and the Contractor discharges the member (or the members level of care is downgraded to administrative day level while awaiting transfer), pursuant to a plan of care that is agreed upon by County and Contractor.

I. The following statements pertain to Clinical Consultation, Plan of Care, Adverse Decision and Appeals.
    1. While County may have an LMHP or LPHA review authorization requests and issues approvals withing their scope of practice, all County decisions to modify or deny a treatment request shall be made by a physician or psychologist who has appropriate expertise in addressing the members behavioral health needs.
    2. A decision to modify an authorization request shall be provided to the Contractor, initially by phone or fax, and then in writing, and

shall include a clear and concise explanation of the reasons for the County decision, a description of the criteria or guidelines used, and the clinical reason for the decision(s) regarding medical necessity. The decision shall also include the name and direct telephone number of the professional who made the authorization decision.

3. If County modifies or denies an authorization request, County shall notify the member in writing of the adverse benefit determination before Contractor discontinues the inpatient service(s). The notice to the member shall meet the requirements pertaining to notices of adverse benefit determination.
4. If County denies Contractor's authorization request, County must work with the treating provider to develop a plan of care. Services and payment for services shall not be discontinued until the Contractor has been notified of County's decision and a care plan has been agreed upon. If County and Contractor do not agree on a plan of care, Contractor may, on behalf of member and with member' written consent, appeal the denial to County, as provided for in the notice of adverse benefit determination. Contractor may provide the adverse benefit determination to the member after receiving notice from County.
5. County's denial of an authorization request and consultation between Contractor and County may result in one (1) of the following outcomes:
    i. County and Contractor agree that the member shall continue inpatient treatment at the acute level of care, and the denial is reversed.
    ii. County and Contractor agree to discharge the member from the acute level of care and a plan of care is established prior to the member transitioning services to another level of care.
    iii. County and Contractor agree to discharge orders and plan of care is established; however, appropriate outpatient or step-down facility bed is not available, and the member remains at the hospital, on administrative day level of care.
    iv. County and Contractor do not agree on a plan of care and the member, or Contractor on behalf of member, appeals the decision to County.
6. Contractor may claim for administrative day services when a member no longer meets medical necessity for acute psychiatric hospital services but has not yet been accepted for placement in a non-acute residential treatment facility in a reasonable geographic area. In order to conduct concurrent review and authorization for administrative day services claims, County shall review that the Contractor has documented having made at least one (1) contact to a non-acute residential treatment facility per day (excluding weekends and Holidays), starting with the day the member is placed on administrative day status. Once five (5) contacts have

been made and documented, any remaining days within the seven (7) consecutive day period from the day member is placed on administrative day status can be authorized. Contractor may make more than one contact on any given day with the seven (7) consecutive day period; however, Contractor will not receive authorization for the days in which a contact has not been make until and unless all five (5) required contacts are completed and documented. Once the five (5) contact requirement is met, any remaining days with the seven (7) day period can be authorized without contact having been made and documented.

i. County may waive the requirements of five (5) contacts per week if there are fewer than five (5) appropriate non acute residential treatment facilities available as placement options for the member. The lack of appropriate non acute residential treatment facilities and the contacts made at appropriate facilities shall be documented to include the status of the placement, date of contact, and the signature of the person making the contact. Examples of appropriate placement status options include, but may not be limited to the following:
    a. Member's information packet is under review.
    b. An interview with the member has been scheduled for a specific date.
    c. No bed is available at the non-acute treatment facility.
    d. The member has been put on a wait list.
    e. The member has been accepted and will be discharged to a facility on a specific date.
    f. The member has been rejected from a facility due to a specific reason.
    g. A conservator deems the facility to be inappropriate for placement.

7. County has established written policies and procedures regarding retrospective authorization of SMHS. County may conduct retrospective authorization of inpatient SMHS under the following circumstances:
    i. Retroactive Medi-Cal eligibility determination.
    ii. Inaccuracies in the Medi-Cal Eligibility Data System.
    iii. Authorization of services for members with other health care coverage pending evidence of billing, including dual-eligible members.
    iv. Member's failure to identify payer.

II. LAWS AND REGULATIONS

A. Contractor shall comply with all State and Federal statutes, and regulations, the terms of this Contract, the terms of the State Contracts, all relevant BHINs, and any other applicable authorities. In the event of a

conflict between the terms of this Contract and a State or Federal statute or regulation, or BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

1. These authorities include, but are not limited to, Title 2, C.F.R. Part 200, Subpart F, Appendix II; Title 42 C.F.R. Part 431, Subpart F; Title 42 C.F.R. Part 433, Subpart D; Title 42 C.F.R. Part 434; Title 45 C.F.R. Part 75, Subpart D; and Title 45 C.F.R. Part 95, Subpart F. To the extent applicable under federal law, this Contract shall incorporate the contractual provisions in these federal regulations, and they shall supersede any conflicting provisions in this Contract.

B. Contractor shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.239(c)(2).)

C. If Contractor provides specialty mental health services to members eligible for both Medicare and Medi-Cal (dual eligible), Contractor shall comply with policy guidance issued by DHCS and other applicable regulations that govern the claiming and reimbursement of such services.

D. Contractor shall comply with all regulations surrounding medical necessity, documentation requirements, and payment reform, including updating any internal policies affected by any BHIN issued by DHCS. All BHINs can be found at the following website: https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx

III. PROVIDER CERTIFICATION

A. Medi-Cal Certification

1. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division I, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in

Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

2. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential prerequisite of this Agreement. Contractor represents and warrants that it is currently certified to participate in the Medi-Cal program, and that it will be and remain certified to participate in the Medi-Cal program throughout the term of this Agreement. Should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

B. License and NPI

1. Contractor and any subpart of Contractor that would be a covered health care provider if it were a separate legal entity shall comply with 45 C.F.R. § 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 C.F.R. § 160.103. County shall make payments for covered services only if the Contractor is in compliance with federal regulations.
2. Contractor is subject to DMH Letter No. 10-05 dated 9-3-10 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:
    i. MHP must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.
    ii. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.
    iii. MHPs shall also provide notice regarding the authority of the California Department of Health Care Services ("DHCS") to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

C. Excluded Providers

1. Contractor shall have a process in place to verify that Providers of Medi-Cal services are not on the Office of Inspector General (OIG) Exclusion List, the Medi-Cal List of Suspended or Ineligible Providers, the Excluded Parties List System or the SSA's Death Master File (Note: Federal health care programs under C.F.R. Title 42 § 1128 or § 1128A of the Social Security Act or C.F.R. Title 42 § 438.214) Contractors will monitor their staff monthly, using the OIG Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, Excluded Parties List System and the SSA's Death Master File, will submit a monthly report to the County, and will notify the County within 30 days if there is a finding pursuant to this section.
2. Contractor acknowledges that when monitoring activities identify area of non-compliance, the County and/or DHCS shall issue reports to the relevant party detailing findings, recommendations, and corrective action. C.C.R. Title 9 § 1810.380. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to C.C.R. Title 9 § 1810.385.
3. Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp. p. 189) and 12689 (3 C.F.R. Part 1989, p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
4. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 C.F.R. Part 1001.
5. If a Contractor subcontracts or employs an excluded party DHCS and the County have the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

IV. MEMBER RIGHTS

A. Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Contract, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the W&I Code Division 5, Part 1, Chapter 2, Article 7, Section 5325.1

B. Contractor shall adhere to all Federal, State and County regulations pertaining to Patient's Rights including but not limited to W&I Code 5325, C.C.R. Title 9 §§ 862 - 868, and 42 C.F.R.§ 438.100. Contractor shall

provide members with proper information regarding Patient's Rights if asked.

C. Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in C.C.R. Title 9, §§ 1810.223 and 1810.254, who is active within the lawful scope of practice, from advising or advocating on behalf of a member for whom the provider is providing mental health services for any of the following:

1. Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
2. Information the member needs in order to decide among all relevant treatment options;
3. The risks, benefits, and consequences of receiving treatment or not receiving treatment; and
4. The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preference about future treatment decisions. (42 C.F.R. § 438.102(a))

D. Contractor shall take into account when providing services the members' rights to:

1. Receive information in accordance with 42 C.F.R. § 438.10(42 C.F.R. § 438.100(b)(2)(i).
2. Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)
3. Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
4. Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
5. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).
6. Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(iv); 45 C.F.R. §§ 164.524, 164.526)
7. Be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210 (42 C.F.R. § 438.100(b)(3).)
8. Freely exercise their rights without adversely affecting the way the Contractor or its providers treats the member. (42 C.F.R. § 438.100(c).)

E. No provision of this Agreement shall be construed to replace or conflict with the duties of County patients' rights advocates described in Section 5520 of the California Welfare and Institutions Code.

V. ACCESSIBILITY

A. Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act as set forth in Part 1194 of Title 36 of the Code of Federal regulations (C.F.R.), and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulation. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

B. Contractor shall provide information in a manner and format that is easily understood and readily accessible to members. (42 C.F.R. § 438.10(c)(1).) The Contractor shall provide all written materials for members in a font size no smaller than 12 point, in an easily understood language, format, and alternative formats that take into consideration the special needs of members in compliance with 42 C.F.R. § 438.10(d)(6), 42 C.F.R. § 438.10(d)(6)(ii). The Contractor shall inform members that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

C. Contractor shall ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

VI. NON-DISCRIMINATION

A. Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, C.F.R., Part 54.

B. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities. (42 C.F.R. §§ 438.206(b)(1) and (c)(3).)

C. Consistent with the requirements of applicable federal law, such as 42 C.F.R. §§ 4383(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. §§ 438.3(d)(3-4); 45 C.F.R.§ 92.2, Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

D. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794) prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implanting regulations in part 84 and 85 of Title 45 of the C.F.R. as applicable.

E. Notwithstanding other provisions of this section, Contractor may require a determination of medical necessity pursuant to C.C.R. Title 9, §§ 1820.205, 1830.205, and/or 1830.210, prior to providing covered services to a member. DHCS issued BHIN 21-073 changing medical necessity criteria which supersedes C.C.R. Title 9, §§ 1820.204 and 1830.210 effective January 1, 2022.

VII. CULTURAL COMPETENCY

A. Contractor shall promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. (42 C.F.R. § 438.206(c)(2).

B. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of members. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings.

C. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families, and communities.

D. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to http://minorityhealth.hhs.gov (US Department of Health and Human Services Office of Minority Health).

VIII. LANGUAGE ACCESS AND TRANSLATION REQUIREMENTS

A. "Threshold Language" pursuant to the Dymally-Alatorre Bilingual Services Act and "Prevalent Language" pursuant to State contracts and 42 C.F.R. § 438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of

3,000 members or five percent of the member population, whichever is lower, in County's Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 C.F.R. § 438.10(a); 9 C.C.R § 1810.4(a)(3).)

B. Contractor shall comply with the linguistic requirements included herein.

1. The Contractor shall provide all written materials for potential members and members in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)
2. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential member or member at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)
3. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, member handbooks, appeal and grievance notices, denial and termination notices, and Contractor's behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)
4. The Contractor shall notify members that written translation is available in prevalent languages free of cost and shall notify members how to access those materials. (42 C.F.R. § 438.I0(d)(S)(i) & (iii); 9 C.C.R. § 1810.410(e)(4).)
5. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.I0(d)(2).)
6. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 C.F.R. § 438.10(d)(3).)
7. The Contractor shall notify members that written translation is available in prevalent languages free of cost and shall notify members how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); C.C.R. Title 9, § 1810.410, subd. (e), para. (4).)
8. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify members that the service is available and how to access those services. (42 CFR. § 438.10(d) .)

IX. GREIVANCES

A. County has informed Contractor, and Contractor shall inform providers and subcontractors, at the time they enter into a contract, about:

1. Member grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. §§ 438.400 – 424.
2. The member's right to file grievances and appeals and the requirements and timeframes for filing.
3. The availability of assistance to the member with filing grievances and appeals
4. The member's right to request a State Hearing after the Contractor or County has made a determination on a member's appeal, which is adverse to the member.
5. The member's right to request continuation of benefits that the County seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes, although the member may be liable for the cost of any continued benefits while the appeal or State Hearing is pending if the final decision is adverse to the member.

B. Contractor will comply with applicable laws and regulations for the Member Problem Resolution Processes in accordance with Title 42, C.F.R. Chapter IV, Subchapter C, Part 438, Subpart F, "Member Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable members to resolve concerns or complaints about any specialty mental health service- related issue.

C. Contractor's member problem resolution process shall also comply with the State Contract.

D. Informal complaints by members with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by the County's or Contractor's Patients' Rights Advocate or Compliance Officer.

E. Contractor shall distribute the following informational materials to all members entering the County Mental Health System at the time of intake:
1. State DMH Member Handbook titled "Guide to Medi-Cal Mental Health Services" describing services, member rights, grievance/appeal process, advance directives, and general access related information.
2. If applicable, EPSDT notification to all Medi-Cal members as required by the State Department Mental Health (DMH) Letter number O1-07.
3. Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07.
4. County Mental Health Plan Directory. This may be accessed at https://www.trinitycounty.org/Behavioral-Health.

F. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

G. Contractor shall post the County's notices explaining member problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both members and Contractor's staff. Contractor shall make County's member problem resolution process forms and self-addressed envelopes available for members to pick up at all County sites without the member having to make a verbal or written request to anyone.

H. Grievances and appeals shall be resolved through the County's member problem resolution processes, or Contractor's comparable processes if such processes exist. Members shall not be required to use or exhaust the Contractor's processes prior to using the County's member problem resolution processes.

I. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Member's name
2. Grievant or Appellant's Name, if different from Member
3. Date of receipt of grievance or appeal
4. Nature of the problem
5. Final Disposition and date the decision was given to the Member will be handled by the County Compliance Officer.

J. Contractor shall forward the above information regarding any grievance to the County as it occurs.

X. CONFIDENTALITY AND INFORMATION SECURITY

A. Contractor shall comply with and require its officers, agents employees, participants and volunteers to comply with all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California WIC Sections 5328 et seq., 10850, and 14100 et seq., California Information Practices Act of 1977 (California Civil Code §§1798 et seq.), 42 U.S.C. §1320d, and 45 C.F.R. §§ 160, 162, 164 and 205, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 C.F.R. Part 2 ("Part 2 Regulations").

B. If Contractor receives data from County or DHCS that includes data provided to DHCS by the Social Security Administration (SSA), Contractor must comply with the following specific sections of the Information Exchange Agreement (IEA) between SSA and DHCS: E, Security

Procedures, F, Contractor/Agent Responsibilities for Personal Identifiable Information, and in Attachment four (4) to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA.

C. Contractor shall comply with and shall ensure that its officers, agents, employees, participants, and volunteers comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIIPAA Omnibus Rule, 45 C.F.R. §§ 160 and 164, and its implementing regulations, part 2 regulations and the privacy and security requirements of Exhibit C of this Contract.

D. Contractor shall comply with and require its officers, agents, employees, participants, and volunteers to comply with any additional regulations pertaining to confidentiality that Federal, State or County entities shall specify.

E. Data Breach: Upon discovery of a reportable breach, Contractor shall notify County within five (5) working days of the breach by submitting an incident report to the County Compliance Officer and fulfill the mandated reporting requirements. Contractor will make best efforts to preserve data integrity and the confidentiality of protected health information (PHI).

F. Upon termination of this Contract, all PHI provided by County to Contractor, or created by Contractor on behalf of County shall be destroyed or returned to County within five (5) business days.

XI. MEDICAL NECESSITY

A. For members to be served by Contractor, they must meet Medical Necessity Criteria as outlined in DHCS BHIN 21-073 This information is in the Clinical Documentation Guide. Medical necessity, as defined in the abovementioned guidance, must be documented clearly in each service provided to the member. If the member no longer meets medical necessity standards, services to the member must be terminated or referred to a Non-Specialty Mental Health Service provider. Further, any services provided to individuals determined to not meet medical necessity will be denied.

1. The following documentation is recommended for submission with all Treatment Authorization Requests (TARs) to substantiate medical necessity:
    i. Psychiatric Admission History
        a. Must be completed within 24 hours of admission
        b. Must include reason for hospitalization and an included inpatient mental health diagnosis.

c. Other components may include History of Present Illness, Social History, Past Psychiatric History, Review of Systems, Mental Status Exam, and Assessment/Plan

ii. History and Physical
   a. Should be completed prior to or at time of admission for medical clearance/stability.
   b. Components may include Reason for Review, Review of Systems, Vitals, Physical Exam, Labs and Diagnostics, Assessment/Plan, and if patient is cleared for psychiatric unit admission.

iii. Treatment Plan
   a. Must be completed within 72 hours of admission; if a hospital stay is less than 72 hours, a treatment plan is not required
   b. Must include a covered inpatient mental health diagnosis.
   c. Must include interventions and frequencies.
   d. Must be signed by all participants, including the patient.

iv. Progress Notes
   a. Each note must meet medical necessity on its own.
   b. It is recommended that a physician's progress note be completed for each day of services; however if no physician note is submitted, or does not independently meet medical necessity, it is necessary to review nursing and/or other staff notes to establish necessity.

v. Discharge Summary
   a. Must include a covered inpatient mental health diagnosis; the diagnosis on the discharge summary is used to establish medical necessity throughout the chart.
   b. If the diagnosis changes at any point during a hospitalization, the date(s) on which the change occurs should be documented with supporting clinical information.

B. Pursuant to WIC § 14184.403(a) the following definitions of "medical necessity" or medically necessary" apply:
   1. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in WIC § 14059.5.
   2. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the services meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United

States Code. This section requires a provision of all Medicaid-coverable services needed to correct and ameliorate mental illness and conditions. Federal guidance from the Centers for Medicare & Medicaid Services makes it clear that services need not be curative or restorative to ameliorate a mental health condition. All mental health services that are not covered under Medi-Cal Fee for Service (FFS) or by Managed Care Plans as non-specialty mental health services as established in W&I Code § 14184.402(b) that sustain, support, improve or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as EPSDT services and the County shall cover them for members who meet the criteria for access to the specialty mental health delivery system. Services provided to a member must be medically necessary and clinically appropriate to address the member's presenting condition.

XII. MEMBER ELIGIBILITY

A. Contractor shall maintain and implement policies and procedures to ensure a client is a Trinity County Medi-Cal member, track authorizations, and include only those service units with authorized daily transactions together with the member name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting member eligibility with monthly claims.

B. Members will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a member is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time only basis if the member's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

XIII. ADMISSIONS POLICIES AND TIMELY ACCESS

A. Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Contract.

B. Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of members to care and services.

C. Contractor shall immediately notify the County in writing whenever Contractor has reached its maximum lawful capacity to provide the

services required by this Contract in accordance with all applicable laws and regulations.

XIV. TELEHEALTH

A. Contractor may use telehealth, when deemed clinically appropriate, as a mode of delivering SMHS in accordance with all applicable County, State, and Federal Requirements, including those related to privacy/security, efficiency, and standards of care. Such services shall conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available on the DHCS Telehealth Resources page at the DHCS website.

B. All telehealth equipment and service locations must ensure that member confidentiality is maintained.

C. Medical records for members served by the Contractor under this Contract must include documentation of written or verbal consent for telehealth if such services are provided by the Contractor. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 23-068.

D. County may at any time audit the Contractor's telehealth practices, and the Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

XV. DOCUMENTATION

A. Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department of Health Care Services in BHIN 23-068. Should DHCS issue a BHIN that supersedes 23-068, Contractor shall implement and comply with guidance issued in the effective BHIN. No amendment to this Contract shall be necessary to include guidance issued by DHCS at a future date.

B. The Contractor shall follow all documentation requirements set forth by the County.
   1. All Contractor documentation shall be accurate, complete, and legible, and shall list date of service and place of service.
   2. All services shall be documented within the County's approved Electronic Health Record

C. If applicable, Contractor shall maintain adequate patient records for each member, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history,

assessment and diagnostic studies, member plan, records of member interviews, and records of all services provided. Such records shall comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide members with access to patient healthcare records in compliance with all applicable Federal, State and County regulations.

D. If Contractor ceases to provide the services required by this Contract for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the members and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

XVI. PROBLEM LIST

A. The Contractor shall create and maintain a Problem List for each member served under this Agreement. The Problem List is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters,

B. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

C. The Problem List shall include, but is not limited to, all elements specified in BHIN 23-068.

D. The County does not require a Problem List to be updated within a specific timeframe or have a requirement about how frequently the Problem List should be updated after a problem has initially been added. However, the Contractor shall update the Problem List within a reasonable time such that the Problem List reflects the current issues facing the member, in accordance with generally accepted standards of practice and in special circumstances specified in BHIN 23-068.

XVII. TRANSITION OF CARE

Contractor shall follow the County Continuity of Care Policy that is in accordance with applicable State and Federal regulations, MHSUDS Information Notice 18-059 and any Behavioral Health Information Notices (BHIN) issued by DHCS for parity in Mental Health and Substance Use Disorder benefits subsequent to the effective date of this Contract. (42 C.F.R. § 438.62(b)(1)-(2))

XVIII. ADVANCE DIRECTIVES

A. Contractor agrees to comply with the County's policies and procedures on advance directives.

B. For the purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R.§ 489.100).

C. Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), 438.3(j).)

D. Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.FR. §§ 422.128(b)(1)(ii)(H), 438.3(j).)

XIX. ICD -10

If applicable, Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

A. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. The Contractor shall use the ICD diagnosis code(s) in documentation in the Electronic Health Record system, which the County will use to submit claims for SMHS reimbursement.

B. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement and County may implement these changes as provided by CMS.

XX. MEDICATION REQUIREMENTS

If applicable, Contractor will store and dispense medication in compliance with all pertinent State and Federal standards. In particular:

A. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are not to be altered, except by persons legally authorized to do so.

B. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

C. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

D. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense, or administer medication.

E. Drugs are not retained after the expiration date. Intramuscular multi-dose vials are dated and initialed when opened.

F. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated, and abandoned drugs in a manner consistent with Federal and State laws.

G. Policies and procedures are in place for dispensing, administering, and storing medication.

XXI. HUMAN SPECIMENS

By signing this Contract, Contractor agrees that if any performance under this Contract or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all location at which such examinations are performed shall meet the requirements of 42 USC Section 263a(CLIA) and the regulations thereunder.

EXHIBIT D ATTACHMENT 1
TRINITY COUNTY BEHAVIORAL HEALTH SERVICES

TREATMENT AUTHORIZATION REQUEST FOR MENTAL HEALTH STAY IN HOSPITAL

CONFIDENTIAL PATIENT INFORMATION

HOSPITAL NAME _____ MAILING ADDRESS _____

CITY / STATE / ZIP _____ PHONE # _____ NPI # _____

CLIENT NAME _____ MEDI-CAL # _____

D.O.B. _____ AGE _____ GENDER _____ NUMBER & TYPE OF DAYS REQUESTED _____

ADMIT DATE _____ ADMITTING DX _____ DISCHARGE DATE _____ DISCHARGE DX _____

DESCRIBE CURRENT CONDITION REQUIRING HOSPITALIZATION:

_____

_____

_____

_____

WHAT PLANNNED PROCEDURES WILL REQUIRE THIS HOSPITALIZATION, INCLUDE DATES IF POSSIBLE:

_____

_____

_____

_____

Trinity County Mental Health Plan: To the best of my knowledge the above information is true, accurate, and complete; and, the requested services are medically indicated and necessary to the health of the patient.

SIGNATURE _____ *DATE* _____

For Use By Quality Assurance Of Medi-Cal Beneficiary:

COUNTY NAME: _____ COUNTY CODE: _____

☐ Approved as Requested Approved From: ____/____/____ Approved Through: ____/____/____

COUNTY CONSULTANT SIGNATURE _____ *DATE* _____

EXHIBIT E

STATE AND FEDERAL FUNDING REQUIREMENTS

I. STATE CONTRACT

A. Contractor acknowledges that this Contract is subject to the requirements of the State Contract between California Department of Health Care Services and the County and agrees that this Contract shall be governed by and construed in accordance therewith.

B. Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.

C. Contractor shall hold harmless both the State and members in the event the County cannot pay or does not pay for services performed by the Contractor pursuant to the terms of this Contract.

D. Contractor agrees to maintain and preserve, until three (3) years after the termination of this Contract and final payment from DHCS to the County, or longer if required by other provisions of this Contract, to permit the County, DHCS, or any duly authorized representative, to have access to, examine, or audit any pertinent books, documents, papers and records related to this Contract and to allow interviews of any employees who might reasonably have information related to such records.

E. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, County shall have the option to either cancel this Contract as described under "Termination" below or offer a Contract amendment to Contractor to reflect the reduced amount.

II. FEDERAL CONTRACT FUNDS
(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

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

B. This agreement is valid and enforceable only if sufficient funds are made available to the State and County by the United States Government for the fiscal years covered by the term of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted

by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Contract in any manner.

C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, County shall have the option to invalidate or cancel this Contract as described under "Termination" below or offer a Contract amendment to reflect any reduction in funds.

III. SUSPENSION OR STOP WORK NOTIFICATION

A. County and/or DHCS may at any time issue a notice to suspend performance or stop work under this Contract. The initial notice may be a verbal or written directive, issued by the funding Program's Contract Manager. Upon receipt of said notice, Contractor is to suspend and/or stop all, or any part of the work called for by the Contract.

B. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided withing thirty (30) days of the verbal notification. The suspension or stop work notice shall remain in effect until further written notice is received from County and/or DHCS. The resumption of work (in whole or in part) shall be at the discretion of County and/or DHCS and upon receipt of written confirmation.

1. Upon receipt of a suspension or stop work notification, Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
2. Withing ninety (90) days of the issuance of a suspension or stop work notification, County and/or DHCS shall either cancel, extend, or modify the suspension of stop work notification or terminate the Contract as provided for in the termination clause of this Contract.

C. If a suspension or stop work notification issued under this clause is cancelled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written notice from the County or DHCS.

D. If the suspension or stop work notification is cancelled and the Contract resumes, changes to the services, deliverables, performance dates, and/or Contract terms resulting from the suspension or stop work notification shall require an amendment to the Contract.

E. If a suspension or stop work notice is not canceled and the Contract is cancelled or terminated pursuant to the provision entitled Termination,

County and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

F. County and/or DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notice issued under this clause.

IV. TERMINATION

A. This Contract is subject to the County, State of California, and the Federal government appropriating and approving sufficient funds for the payments required by this Contract. If the County's adopted budget and/or its receipts from the State and Federal government do not contain sufficient funds for this Contract, the County may terminate this Contract by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant to this Contract. If the County terminates the Contract pursuant to this subparagraph, the County will pay Contractor in accordance with this Contract for all services performed to the satisfaction of the County before such termination and for which funds have been appropriated as required by law.

B. County may terminate this Contract upon ten (10) days written notice to the Contractor if Contractor becomes excluded, debarred, or suspended from participation from federal funded programs, or the Federal government, State of California, or County has otherwise determined that the Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.

C. If, in the County's sole judgement, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Contract jeopardize the health, safety, or welfare of any person, then County may terminate this Contract immediately upon written notice served upon the Contractor.

D. If this Contract is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

V. STATE AND FEDERAL LAW GOVERNING THIS CONTRACT

A. Contractor agrees to comply with all applicable Federal and State law, including but not limited to the statutes and regulations incorporated by reference herein and applicable sections of the state plan and waiver in its provision of services under this Contract. Contractor agrees to comply with any changes to these statutes and regulations that may occur during the contract period and any new applicable statutes or regulations. These

obligations shall apply without the need for a Contract amendment. To the extent there is a conflict between Federal or State law or regulation and a provision in this contract, the Contractor shall comply with Federal or State law or regulation and the conflicting Contract provision shall no longer be in effect.

B. Contractor agrees to comply with all existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract and may include instructions to the Contractor regarding the implementation of mandated obligations pursuant to State or Federal statutes or regulations, or pursuant to judicial interpretation.

C. Contractor agrees to comply with all sections under 42 C.F.R. § 438.230.

D. Federal Law to be incorporated by reference:
   1. Title 42 United States Code (U.S.C.), to the extent that these requirements are applicable.
   2. 42 Code of Federal Regulations (C.F.R.) to the extent that these requirements are applicable.
   3. 42 C.F.R. § 445 to the extent that these requirements are applicable.
   4. 45 C.F.R. § 92.1 et seq. to the extent that these requirements are applicable.
   5. Title VI of the Civil Rights Act of 1964
   6. Title IX of the Education Amendments of 1972
   7. Age Discrimination Act of 1975
   8. Rehabilitation Act of 1973
   9. Americans with Disabilities Act
   10. Section 1557 of the Patient Protection and Affordable Care Act
   11. Deficit Reduction Act of 2005
   12. Balanced Budget Act of 1997
   13. Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2,000.00 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act
   14. Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000.00 shall include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations.
   15. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000.00 for construction and in excess of $2,500.00 for other

subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

16. Any applicable federal and state laws that pertain to member rights.

E. State Law to be incorporated by reference:

1. Division 3, Welfare and Institutions (W&I) Code, to the extent that these requirements are applicable to the services and functions set forth in this Contract.
2. W&I Code §§ 14059.5 and 14184.402
3. W&I Code §§ 14680-14685.1
4. W&I Code §§ 14700-14727
5. Chapter 7 Part 3 Division 9 W&I Code, to the extent that these requirements are applicable to the services and functions set forth in this Contract.
6. California Code of Regulations (C.C.R.) Title 9 § 1810.100 et seq- Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.
7. C.C.R. Title 22 §§ 50951 and 50953
8. C.C.R. Title 22 §§ 51014.1 and 51014.2

VI. DEBARMENT AND SUSPENSION

A. For the purposes of this provision, "principals or affiliates" shall include but not be limited to officers, directors, partners, agents, principal investors, other persons with management or supervisory responsibilities related to a covered transaction, affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners.

B. Contractor shall not permit any of its principals or affiliates to provide services pursuant to this Contract if such individual has been excluded or debarred from any Federal or State program.

C. Contractor shall verify that each of its principals or affiliates is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's principal or affiliate and thereafter not less frequently than once each year.

D. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals' or affiliates' exclusion or debarment from any Federal or State program.

E. Contractor shall provide County information as requested regarding the status of Contractor's principals or affiliates regarding their participation, exclusion, or debarment from any Federal or State program.

F. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates who has been excluded or debarred from any Federal or State program.

G. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.FR. § 180, 2 C.F.R. § 376, 7 C.F.R. § 3017, 45 C.F.R. § 76, 40 C.F.R. § 32, or 34 C.F.R. § 85.

H. By signing this Contract, the Contractor certifies to the best of its knowledge and belief, that it and its principals and affiliates:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 herein;
4. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default;
5. Have not, within a three-year period preceding this Contract engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376;
6. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the County and/or State; and
7. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County.

J. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

K. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Contract for cause or default.

L. The Contractor shall provide to the County written disclosure of any prohibited affiliation identified by the Contractor or its subcontractors (42 C.F.R.§ 438.608(c)(1).)

M. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the services knew or had reason to know of the exclusion, or to an individual or entity when the County or DHCS failed to suspend payments during an investigation of a credible allegation of fraud.(42 U.S.C § 1396b(i)(2).)

N. In accordance with Section 1903(i) of the Social Security Act, the County and Contractor are prohibited from paying for an item or service:

1. Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
2. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation, under title V, XVII or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person.)
3. Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
4. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

VII. SMOKE FREE CERTIFICATION

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or thought the state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

A. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible party.

B. By signing this Contract, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

C. Contractor further agrees that it will insert this certification into any subcontracts entered into that provide for children's services as described in the Act.

VIII. DRUG FREE WORKPLACE

Contractor 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 maintain a drug-free workplace.
   3. Any available counseling, rehabilitation, and employee assistance
   4. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide that every employee who works on the proposed Contract will:
   1. Receive a copy of the company's drug-free policy statement; and
   2. Agree to abide by the terms of the company's statement as a condition of employment on the Contract.

D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future agreements if the County determines that any of the following has occurred:

1. The Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above (CA Gov Code 8350 et seq)

IX. CONFLICT OF INTEREST

A. Contractor shall comply with the conflict-of-interest safeguards described in 42 C.F.R. § 438.58 and the prohibitions described in section 1902(a)(4)(c) of the Social Security Act.

B. No public officials at any level of government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest.

C. Contractor shall not utilize in the performance of this Contract any State Officer or employee in the State civil service or other appointed State Official, Officer, or employee unless the employment, activity, or enterprise is required as a condition of regular State employment.

X. COVENANT AGAINST CONTIGENCY FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, County and/or DHCS shall have the right to annul this Contract without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

XI. CHANGE OF CONTRACTOR'S NAME

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, County will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

XII. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to

ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. § 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor.

XIII. AMERICANS WITH DISABILITIES ACT

A. Contractor agrees to ensure that deliverables developed and produced pursuant to this Contract shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Title 36 C.F.R. § 1194. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal

agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

B. Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, § 11102) (Not applicable to public entities.)

XIV. CONFIDENTIALITY OF INFORMATION

A. Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Contract or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Contract, except for statistical information not identifying any such person.

B. Contractor and its employees, agents, or subcontractors shall promptly transmit to the County Compliance Officer all requests for disclosure of such identifying information not emanating from the client or person.

C. Contractor shall not disclose, except as otherwise specifically permitted by this Contract or authorized by the client, any such identifying information to anyone other than County without prior written authorization from the County Compliance Officer, except if disclosure is required by State or Federal law.

D. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or photograph.

E. As deemed applicable by County, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Contract or incorporated into this Contract by reference.

F. Each party shall make itself and any subcontractors, employees or agents assisting in the performance of its obligations under this Contract, available to the State or DHCS at no cost to the State or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the State or DHCS, its directors, officers or employees based upon claimed violation of HIPAA or the HIPPA regulations, which involves inactions or actions by the party,

except where the party or its subcontractor, employee or agent is a named adverse party.

XV. AIR OR WATER POLLUTION REQUIREMENTS

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law:

A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606) section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

B. Institutions of higher education, hospitals, nonprofit organizations, and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

XVI. Contractor certifies that Contractor is in compliance with Public Contract Code sections 10295.3 and 10295.35.

XVII. LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

A. Certification and Disclosure Requirements

1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Exhibit E Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
2. Each recipient shall file a disclosure (in the form set forth in Exhibit E Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph A(2) herein. An event that materially affects the accuracy of the information reported includes:

i. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; and/or
ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4. Each person (or recipient) who requests or receives from a person referred to in Paragraph A(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph A(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

B. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

EXHIBIT E - ATTACHMENT 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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.C., 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.

Name of Contractor	Printed Name of Person Signing for Contractor
Central Star Behavioral Health, Inc.	Sonia Cueva
Contract / Grant Number	Signature of Person Signing for Contractor
24-183	Sonia Cueva Sonia Cueva (Dec 5, 2024 16:10 PST)
Date	Title
Dec 5, 2024	Contracts Manager

EXHIBIT E – ATTACHMENT 2
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:**
☐ **Prime** ☐ **Sub awardee** Tier _____, if known: **Congressional District**, if known:	 **Congressional District**, if known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable:
8. Federal Action Number, if known:	**9. Award Amount,** if known:
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SELF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

EXHIBIT F
PROVIDER'S DISCLOSURE OF OWNERSHIP

Contractor will provide the ownership disclosure statement referenced herein as "Attachment "A", Information Regarding Officers, Owners, and Stockholders' prior to the Effective Date of this agreement and on an annual basis, upon any change in information, and upon request, if required by law or by the County. Legal requirements include but are not limited to Title 22 C.C.R. § 51000.35, 42 U.S.C. §§ 1320 a-3 (3) and 1320 a-5 et seq., and 42 C.F.R. §§ 455.104, 455.105 and 455.106.

I. Pursuant to 42 C.F.R. § 455.104, all County subcontractors/network providers must disclose ownership information set forth in subsection A (i).

II. The County's Provider must be required to submit updated disclosures to the County upon submitting the provider application, before entering into or renewing contracts, and within 35 days after any change in the Provider's ownership or upon request of the County.

A. Disclosures to be Provided:

i. The name and address of any person (individual or corporation) with an ownership or controlled interest in the Provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address; and

ii. Date of birth and Social Security Number (in the case of an individual); and

iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the Provider, of five percent [5%] or more interest); and

iv. Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the same or any other Provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider has a five percent [5%] or more interest is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling: and

v. The name of any other disclosing entity in which the Provider or subcontractor has an ownership or control interest; and

vi. The name, address, date of birth, and Social Security Number of any managing employee of the Provider.

EXHIBIT F – ATTACHMENT A
Information Regarding Officers, Owners, and Stockholders

List the names of the officers, owners, stockholders, or any relatives owning more than five percent (5%) of the stock issued by Contractor, and/or major creditors holding more than five percent (5%) of the debt of the Contractor. (Title 22, C.C.R, Section 53250).

N/A

I certify that all people employed by this company and who own more than five percent (5%) of this company or own more than five percent (5%) of the stock issued by this company, are listed above. I further certify that all creditors holding more than five percent (5%) of the debt of this company are listed above.

Signature: Sonia Cueva
Sonia Cueva (Dec 5, 2024 16:10 PST) Date: Dec 5, 2024

Name: Sonia Cueva

Title: Contracts Manager

EXHIBIT G

RESTRICTIONS ON SALARIES

Contractor agrees that no part of any Federal Funds provided under this contract shall be used by Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and Wage schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm

Federal funds used to pay a salary in excess of the rate of basic pay level for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with Federal funds.

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. §§ 151-1508), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.

Signature: Sonia Cueva
Sonia Cueva (Dec 5, 2024 16:10 PST)

Date: Dec 5, 2024

Name: Sonia Cueva

Title: Contracts Manager

EXHIBIT H

INFORMATION CONFIDENTIALITY AND SECURITY REQUIREMENTS

I. DEFINITIONS

For the purposes of this Exhibit, the following definitions shall apply:

A. Public Information: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

B. Confidential Information: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

C. Sensitive Information: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

D. Personal Information: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is DHCS' policy to consider all information about individuals to be private, unless such information is determined to be a public record. This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

1. Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

II. NONDISCLOSURE

The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

III. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

IV. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the County and DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

V. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than County or DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

VI. The Contractor shall observe the following requirements:

A. SAFEGUARDS

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

1. Personnel Controls
    i. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
    ii. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
    iii. Confidentiality Statement. All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies.

The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

iv. Background Check. Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2. Technical Security Controls
   i. Workstation/Laptop Encryption. All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk encryption unless approved by the DHCS Information Security Office.
   ii. Server Security. Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
   iii. Minimum Necessary. Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
   iv. Removable Media Devices. All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES.
   v. Anti-virus Software. All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
   vi. Patch Management. All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

vii. User IDs and Password Controls. All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
    - Upper case letters (A-Z)
    - Lower case letters (a-z)
    - Arabic numerals (0-9)
    - Non-alphanumeric characters (punctuation symbols)

viii. Data Destruction. When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved. System Timeout. The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

ix. Warning Banners. All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

x. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

xi. Access Controls. The system providing access to DHCS PSCI must use role-based access controls for all user authentications, enforcing the principle of least privilege.

xii. Transmission Encryption. All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing PSCI can be

encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.

xiii. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls
    i. System Security Review. All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
    ii. Log Reviews. All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
    iii. Change Control. All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.
4. Business Continuity / Disaster Recovery Controls
    i. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
    ii. Data Backup Plan. Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI, should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.
5. Paper Document Controls
    i. Supervision of Data. DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee who is authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or

planes and shall not be checked in baggage on commercial airplanes.

ii. Escorting Visitors. Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.

iii. Confidential Destruction. DHCS PSCI must be disposed of through confidential means, such as crosscut shredding and pulverizing.

iv. Removal of Data. DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.

v. Faxing. Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

vi. Mailing. Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

B. SECURITY OFFICER

The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with County and DHCS.

C. DISCOVERY AND NOTIFICATION OF BREACH.

1. Notice to DHCS

i. To notify DHCS and the County immediately upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be by telephone call plus email or fax upon the discovery of the breach.

ii. To notify DHCS and the County within 24 hours by email or fax of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising

reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer, or other agent of the contractor.

Notice shall be provided to the County, the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx.

2. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
   i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment, and;
   ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

D. INVESTIGATION OF BREACH

The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the County, the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer

E. WRITTEN REPORT

The Contractor shall provide a written report of the investigation to the County, DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action

plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. NOTIFICATION OF INDIVIDUALS
The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The County, DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner, and content of any such notifications.

VII. AFFECT ON LOWER TIER TRANSACTIONS
The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, good, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

VIII. AUDITS AND INSPECTIONS
From time to time, DHCS or the County may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that the County or DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

EXHIBIT I

REPORTS

Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by County, Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Contract. All reports must be submitted as prescribed by this Contract or as otherwise reasonably requested by the County.

I. Provider Exclusion Reports, due monthly by the 10th day of each month.

II. Provider licensing reports and updates for Contractor staff providing services to Trinity County Members, due monthly by the 10th day of each month.

III. Practitioner Information Report: Practitioner ID Request Form

A. This form is applicable for those service rendering providers who will bill the County for Medi-Cal eligible professional services.

B. A complete Practitioner ID Request Form, which is available on the Trinity County Behavioral Health website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

C. Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NP! printout. The NPI printout may be accessed at: https://nppes.cms.hhs.gov/NPPES/NPIRegistryHome.do.

D. The Practitioner ID Request form and accompanying documentation must be submitted to ADMH for approval prior to first day of service. Submit these reports electronically via email to staff identified on the Practitioner ID Request Form.

IV. Fiscal Year Annual Reports:

A. Certified Mental Health Cost Report
Due date: October 31, following the completion of a fiscal year.

B. Certified Audited Financial Reports
Due date: July 31, following the completion of two fiscal years, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health Cost Report.

All annual reports, with the exception of Certified Mental Health Cost Report, shall be submitted electronically via email to staff identified on report request.

The Certified Mental Health Cost Report shall be sent via mail to:
Trinity County Behavioral Health Services
PO Box 1640
Weaverville, CA 96093
Attn: Cost Report

V. Below is a list of required hospitalization reports and documentation.

A. Required Reports/Documentation for Hospitalizations for Trinity County Medi-Cal Members

i. TAR and Face Sheet
ii. Signed and dated Discharge Summary
iii. Signed and dated History and Physical and/or Signed Psychiatric Evaluation
iv. Signed and dated MD/PA/NP Progress Notes
v. Signed and dated RN/LVN/LPT Progress Notes
vi. Other progress notes that may be part of the chart
vii. Labs, including toxicology screen
viii. Medication record
ix. Copy of the 5150

These reports and documentations shall be due within fourteen (14) days after discharge and sent to:
Trinity County Behavioral Health Services
PO Box 1640
Weaverville, CA 96093
Attn: Medical Records

B. Required Reports/Documentation for Hospitalizations for Trinity County Indigent Members

i. Face Sheet
ii. HCFA form 1500 or equivalent
iii. Signed and dated Discharge Summary
iv. Signed and dated History and Physical and/or Signed Psychiatric Evaluation
v. Signed and dated MD/PA/NP Progress Notes
vi. Signed and dated RN/LVN/LPT Progress Notes
vii. Other progress notes that may be part of the chart
viii. Labs, including toxicology screen
ix. Medication record
x. Copy of the 5150

These reports and documentations shall be due within fourteen (14) days after discharge and sent to:
Trinity County Behavioral Health Services
PO Box 1640
Weaverville, CA 96093

Attn: Med Records

C. Required Reports/Documentation for Hospitalizations for Members of the Trinity CSMP

i. TAR and Face Sheet
ii. Signed and dated Discharge Summary
iii. Signed and dated History and Physical and/or Signed Psychiatric Evaluation
iv. Signed and dated MD/PA/NP Progress Notes
v. Signed and dated RN/LVN/LPT Progress Notes
vi. Other progress notes that may be part of the chart
vii. Labs, including toxicology screen
viii. Medication record
ix. Copy of the 5150

These reports and documentations shall be due within fourteen (14) days after discharge and sent to:

Trinity County Behavioral Health Services
PO Box 1640
Weaverville, CA 96093

EXHIBIT J

PROGRAM INTEGRITY

I. RECORD RETENTION AND AUDITS

A. Contractor and/or Subcontractor(s) shall maintain records, including physical and electronic books, documents, working papers, reports, ledgers, vouchers, time sheets, payrolls, schedules for allocating costs, appointment schedules, client data cards, beneficiary records, prescription files, subcontracts, computers, equipment, electronic systems and other evidence, accounting procedures and practices related to the following:

1. Financial records and documents of account sufficient to reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract, including any matching costs and expenses;
2. Financial records clearly reflecting the source of funding for each type of services for which reimbursement is claimed;
3. Records for each service rendered, to whom it was rendered, and the date of service; and
4. If applicable, beneficiary grievance and appeal records and the data, information and documentation specified in 42 C.F.R §§ 438.604, 438.606, 438.608 and 438.610; and
5. If applicable, patient records for each beneficiary, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, beneficiary plan, records of beneficiary interviews, and records of all services provided.

The foregoing constitutes "records" for the purpose of this provision. All records must be capable of verification by qualified auditors.

B. Contractor and/or Subcontractor(s) shall preserve and make available their records for a period of ten (10) years from the date of final payment under this Contract, and for such longer period, if any, as is required by applicable statute, by any other provision of the Contract, or by subparagraphs (1) or (2) below.

1. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement.
2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, including the exhaustion of all legal remedies, or until the end of the regular ten-year period, whichever is later.

C. The Contractor and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Contract, reduce its records related to this Contract to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

D. Contractor agrees that County, DHCS, the California Department of General Services, the Bureau of State Audits, Centers for Medicare & Medicaid Services (CMS), the U.S. Department of Health and Human Services Office of the Inspector General (HHS-OIG), the U.S. Comptroller General, and their authorized or designated representatives, and any other authorized federal and state agencies shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to allow the auditor(s) access to such records during normal business hours at the Contractor's place of business, facility, office, or such part thereof as may be engaged in the performance of this Contract or at some other mutually agreeable location, and to allow interviews of any employees who might reasonably have information related to such records. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State or Federal government. This audit right will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit or investigation, including the exhaustion of all legal remedies, whichever is later. Further, the Contractor agrees to include a similar right of the County, State and Federal governments to audit records and interview staff in any subcontract related to performance of this Contract. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

E. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.

F. Any failure or refusal by Contractor to permit access to any books, records, or facilities or other information required to be provided to the County, State and/or Federal government by this Contract and/or the State Contracts shall constitute an express and immediate breach of this Contract.

G. County shall inform Contractor of any audit finding relevant to the Contract. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings. Contractor and county will each be responsible for any audit errors or omissions on their part. Should the County, State, and/or Federal government and their authorized representatives disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Contract and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

H. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to County and DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS and the County within six months from the date of the plan. Contractor, in coordination with DHCS and the County, shall provide follow-up on all significant findings in the audit report, including findings related to a Subcontractor, and submit the results to DHCS and the County.

I. If differences cannot be resolved between DHCS and the Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code.

J. Contractor's subcontracts shall require that all Subcontractors and providers comply with the record retention and audit provisions of this Contract. Contractor and/or Subcontractor(s) shall comply with all applicable Federal, State, and County record retention requirements.

K. Contractor and/or Subcontractor shall include in any contract with an audit firm a clause to permit access by County and/or DHCS to the working papers of the external independent auditor and require that copies of the working papers shall be made for County and/or DHCS at their request.

L. This section shall survive the termination or completion of this Contract for the full period of time allowed by law.

II. SITE INSPECTION

The County and DHCS, through any authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or

being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work.

III. COMPLIANCE PROGRAM

The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste, and abuse that must include the following:

A. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Contract, including requirements of the State Contracts, and all applicable Federal and State requirements.

B. Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements under this Contract, including requirements of the State Contracts, and all applicable Federal and State requirements, and who reports directly to the CEO and the Board of Directors (BoD).

C. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.

D. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement.

E. Effective lines of communication between the CO and the organization's employees.

F. Enforcement of standards through well-publicized disciplinary guidelines.

G. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing

compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a)(l).)

IV. FRAUD REPORTING REQUIREMENTS

A. Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County about the following:
   1. Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a), (a)(7).)
   2. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608(a), (a)(2).)
   3. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. § 438.608(a)(3).)
   4. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. § 438.608(a)(4).)

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste, or abuse, in addition to notifying the County, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about the rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608(a)(6).)

D. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider where there is a credible allegation of fraud.

V. FALSE CLAIMS ACT

A. Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

B. Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County's policies and procedures designed to detect and prevent fraud, waste, and

abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

C. Contractor shall certify, on an annual basis that it, and all its employees, contractors, and agents have read and understand the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider's annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County's policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

VII. MONITORING

County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of this Contract and the State Contracts and shall subject Contractor's performance to periodic formal review. If the County identifies deficiencies or areas for improvement, County and Contractor shall take corrective action, including but not limited to implementing a Corrective Action Plan (CAP).

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Contract in accordance with applicable Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the County to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the County with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable.

IX. SERVCE VERIFICATION

Pursuant to 42 C.F.R. § 438.605(a)(5), the Contractor shall implement and maintain arrangements or procedures to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. Upon request, Contractor shall make this method and sample work available to the County or DHCS.

X. REASONS FOR RECOUPMENT

County will conduct periodic audits of Contractor Files to ensure appropriate clinical documentation, high quality services provisions, and compliance with applicable Federal, State, and County regulations. Such audits may result in Contractor being required to reimburse County for services previously paid. Contractor shall reimburse County for all overpayments identified by Contractor, County, State or Federal Oversight Agencies as an audit exception within the timeframes required by law or County, State or Federal Agency. Reasons for recoupment may include but are not limited to the following:

A. Identification of Fraud, Waste, or Abuse as defined in Federal Regulation.

B. Overpayment to Contractor by County due to errors in claiming, invoicing, or documentation.

C. Other reasons specified in the Specialty Mental Health Services Reasons for Recoupment document released annually by DHCS and posted to the DHCS BHIN website.

XI. VOIDS AND OVERPAYMENTS

Any overpayments to a network provider, if discovered by the County, or reported to County by Contractor, are to be processed as follows:

A. Contractor must return the overpayment to County within sixty (60) calendar days of the date the overpayment was identified.

B. Contractor must notify County in writing as to the reason for the overpayment.

C. County is required to report all overpayments to DHCS, using a Void Report in compliance with 42 C.F.R. § 438.608(d), on an annual basis, and will submit a signed certification in accordance with 42 C.F.R. § 438.606, with the Void Report. Contractor Voids must be included.

XI. REPORTING UNUSUAL OCCURANCES

Contractor shall report unusual occurrences to the County. An unusual occurrence is any even which jeopardizes the health and/or safety of beneficiaries, staff, or members of the community, including but not limited to physical injury and death. Unusual occurrences are to be reported within two (2)

business days of Contractor becoming aware of the unusual occurrence. A written report containing the following elements shall be submitted to the County:

A. Complete written description of the event, including outcome.

B. Written report of Contractor's investigation and conclusion(s).

C. List of persons directly involved and/or with direct knowledge of the event.

EXHIBIT K

W9 – Required to be completed by Contractor.
CA-590 - Required to be completed by Contractor.

https://www.irs.gov/pub/irs-pdf/fw9.pdf

https://www.ftb.ca.gov/forms/2024/2024-590.pdf

Agreement - Central Star 24-183 - needs signatures

Final Audit Report 2024-12-06

Created:	2024-12-05
By:	Danica Reslock (dreslock@trinitycounty-ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgaXv7tGlvCwqI20iPNk1yhK_Zk_3Q9a3

"Agreement - Central Star 24-183 - needs signatures" History

Document created by Danica Reslock (dreslock@trinitycounty-ca.gov)
2024-12-05 - 9:47:42 PM GMT

Document emailed to scueva@starsinc.com for signature
2024-12-05 - 9:50:52 PM GMT

Email viewed by scueva@starsinc.com
2024-12-05 - 9:57:00 PM GMT

Signer scueva@starsinc.com entered name at signing as Sonia Cueva
2024-12-06 - 0:10:09 AM GMT

Document e-signed by Sonia Cueva (scueva@starsinc.com)
Signature Date: 2024-12-06 - 0:10:11 AM GMT - Time Source: server

Agreement completed.
2024-12-06 - 0:10:11 AM GMT

AMENDMENT NO. 2
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 24-190
BETWEEN
THE COUNTY OF TRINITY
AND
CENTRAL STAR BEHAVIORAL HEALTH, INC.

WHEREAS, a Contract was entered into the 3rd day of December 2024 and amended on the 13th day of July 2025 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **CENTRAL STAR BEHAVIORAL HEALTH, INC.** ("Contractor"), to provide Acute Psychiatric Inpatient Hospital Services for Trinity County residents; and

WHEREAS, the Contract provides for a termination date of June 30th, 2026; and

WHEREAS, the parties wish to:

1. Amend Section VIII, Payment; and

2. Amend Section IV, Term of Contract; and

3. Amend Section V, Contract Performance Time; and

4. Amend Exhibit B, Compensation or Fees to be Paid to Contractor.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Amending the language to include the following:

   "Commencing on the 1st of July 2027, and at any point thereafter, rates may be adjusted once per fiscal year, upon mutual written agreement and by providing 60-days written notice to County."

2. Extending the term date from June 30th, 2026, until June 30th, 2029.

3. Extending the Contract Performance Time term date from June 30th, 2029.

4. Amend Exhibit B, Section II Medi-Cal Rates for Fiscal Years, Subsection A to include the following rates, effective July 1, 2026:

CENTRAL STAR PSYCHIATRIC HEALTH FACILITY

DAILY RATE AND ANCILLARY SERVICES FEE SCHEDULE
FY 2026-2027

1. Contracted Daily Rate Services: Psychiatric Health Facility

Service	Unit	Rate
PHF	Day	$1,515.42
PHF Administrative Day	Day	$1,515.42

2. Ancillary Services (not covered in Daily Rate):

- Medications and other pharmacy services
- Mobile Xray
- Laboratory tests
- Ambulance transportation

For clients with Medi-Cal insurance, ancillary services will be directly billed to State Medi-Cal by providers contracted with CONTRACTOR (Central Star).

For clients with private insurance, ancillary services may be directly billed to private insurance companies by providers contracted with Central Star or will be billed to Central Star.

For indigent clients, ancillary services will be billed to Central Star by providers contracted with Central Star.

Fees to COUNTY for ancillary services billed to Central Star and not covered by other insurance will include the charges to Central Star plus a four percent (4%) processing fee.

In all other respects, the terms of the Contract are affirmed.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 4th day of August 2026.

COUNTY OF TRINITY:	**CONTRACTOR**:
By: _____	By: _____
Heidi Carpenter-Harris, Chairman Trinity County Board of Supervisors Date: _____	Kent Dunlap President and CEO Date: _____
Approved as to form:	Risk Management Approval
By: _____	By: _____
Margaret E. Long County Counsel	Laila Cassis, Director Human Resources/Risk Management

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Health and Human Services - Fiscal
Contact:	Elizabeth Hamilton
Phone:	530-623-1265
Item:	D.5. Budget Adjustment - County Childrens Fund/8511

Requested Action
Approve a budget adjustment for FY 25/26 for County Childrens Fund - Dept. 8511 increasing Revenues by $41,083, Services & Supplies by $31,083 and Interfund Expenses by $10,000.

Fiscal Impact
No impact to the General Fund; increase in County Childrens Fund appropriations in the amount of $41,083. Current cash balance in County Childrens Fund - Fund 511 is $100,969.58.

Summary
Approve a budget adjustment for FY 25/26 County Childrens Fund - Department 8511 increasing revenue account 7801 Federal Grant Income by $41,083. Also increasing expense accounts 2300 Professional & Special Service by $31,083, and account 2399 Professional Services - Interfund by $10,000.

Discussion
This budget adjustment recognizes revenue received in Fiscal Year 2025–2026 from the final allocation of the ARPA CBCAP Supplemental Grant. To maintain a balanced budget, expenditure appropriations are increased by an equal amount, resulting in a net-zero budget adjustment.

The additional expenditure appropriations will fund end-of-year invoices associated with the Differential Response Program. This adjustment ensures sufficient appropriations are available to cover all Fiscal Year 2025–2026 expenditures approved through the Children's Trust Fund.

Alternatives Including Fiscal Impact
Deny the budget adjustment as presented and give further direction to staff.

Departmental Recommendation
It is the staff's recommendation that the Board approve the item as presented.

CAO Recommendation
Approve as Requested

TRINITY COUNTY BUDGET ADJUSTMENT

7/20/2026

Department: County Childrens Fund

Number: 8511

Justification for budget adjustment:

Adjust appropriation to recognize revenues that were received within FY 25/26. Also, increasing expenses from recognized revenue to cover expenditures within FY 25/26.

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
7801	Federal Grant Income	32,000	73,083	41,083
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			41,083

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
2300	Professional & Special Services	39,000	70,083	31,083
2399	Prof Svcs - Interfund	21,000	31,000	10,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			41,083

Origin	Jami Teal — Signature (Digitally signed by: Jami Teal DN: CN = Jami Teal email = jteal@trinitycounty.org C = US O = HHSA OU = Fiscal Date: 2026.07.20 16:13:36 -07'00')	Staff Services Manager — Title
Auditor	Auditor Review _____ Date Reviewed: 7 / 21 / 26	
	REQUIRES BOARD ACTION (X) YES ( ) NO	
CAO	CAO Approval _____ Date: ____/____/____	
BOS	Approved by Board of Supervisors on: ____/____/____	BOS _____ AUD _____

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Health and Human Services - Public Health
Contact:	Elizabeth Hamilton
Phone:	530-623-1265
Item:	D.6. Budget Adjustment - Tobacco Program/4100 & Health Department/4402 & Health Services Realignment/8493

Requested Action

Approve a budget adjustment for FY 25/26 for Tobacco Program - Dept. 4100 increasing Transfers In by $4,200, Services & Supplies by $128, and Interfund Expenses by $4,072; approve a budget adjustment for FY 25/26 for the Health Department - Dept. 4402 increasing Transfers In by $4,200, Services & Supplies by $100,000, and Transfers Out by $4,200; and approve a budget adjustment for FY 25/26 for Realignment: Health Services - Dept. 8493 increasing Transfers Out by $4,200.

Fiscal Impact

No impact to the General Fund; increase in Tobacco Program and Realignment: Health Services appropriations in the amount of $4,200 each and in Health Department in the amount of $104,200. Current cash balance in Tobacco Fund - Fund 109 is $82,962.31, in Health Department - Fund 402 is $112,330.69 and in Realignment: Health Services - Fund 493 is $2,971,967.55.

Summary

1. Funds from Dept. 4402 are required to be transferred out to Dept. 4100 to cover a shortfall of indirect costs collected from the Tobacco Education Program vs. projected year-end indirect costs incurred. This triggers an equal transfer out/in increase from Dept. 8493 to Dept. 4402, as Health Realignment compensates for all operating costs of the Health Department.

2. An increase of fund balance utilization is being recognized for Dept. 4402 to offset a deposit paid under Contract No. 25-124.2 earlier in the year, ensuring there is enough budget authority through the end of FY 25/26 as final expenses are recognized.

Discussion

1. The Tobacco Education Program (TEP) is funded through Prop 99 (Dept. 4100) and Prop 56 (Dept. 4115) revenues. All indirect costs collected from the TEP for staff time are recognized in Dept. 4100. For FY 25/26, it is expected this will equal less than $2,000. The indirect costs incurred by these two departments (A-87 and Agency Admin fees) are projected to be in the $6,200 range for FY25/26, creating a shortfall of $4,200. These budget adjustments will simultaneously allow the Health Department (Dept. 4402) to increase its operating budget to transfer the cost out to Dept. 4100, and get reimbursed from Health Realignment (Dept. 8493) once the year-end true up is complete. No new revenue is recognized for the Health Realignment budget adjustment, increasing the total fund balance used for FY 25/26 to $283,988.

2. Earlier this year, Dept. 4402 paid for a contractual deposit expense that was originally not budgeted. To ensure there will be enough budget authority through the end of FY 25/26 as final expenses are recognized, this adjustment will increase fund balance utilization from $1,176 to $101,176.

Alternatives Including Fiscal Impact
Deny the item as presented and give direction to staff.

Departmental Recommendation
Approve as presented.

CAO Recommendation
Approve as Requested

TRINITY COUNTY BUDGET ADJUSTMENT

7/14/2026

Department: TOBACCO PROGRAM

Number: 4100

Justification for budget adjustment:

Establish Transfer In from Dept. 4402 (Health) to cover shortfall of indirect cost collected from Tobacco program vs. projected County A-87 and Agency Admin Fees (indirect Interfund Expenses) through the end of FY25/26.

Increase in Services and Supplies for projected expenses through the end of the fiscal year and clean-up of line items; offset from personnel Interfund Expenses accordingly.

☐ Requesting Contingency
☐ Using Fund Balance
☐ Other

☑ Fiscal Year 2025/2026 (Required)

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9800	TRANSFER IN	-	4,200	4,200
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			4,200

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
2060	COMMUNICATIONS	215	208	(7)
2141	MAINT OF EQUIP: SOFTWARE	-	46	46
2630	RENTS & LEASES - STRUCTURES	185	274	89
2399	PROF SVCS - INTERFUND	26,012	30,084	4,072
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			4,200

Origin	Signature	Staff Services Manager — Title
Auditor	Auditor Review _____	Date Reviewed: 7 / 20 / 26
	REQUIRES BOARD ACTION (X) YES ___ NO	
CAO	CAO Approval _____	Date: ___/___/___
BOS	Approved by Board of Supervisors on: ___/___/___	BOS _____ AUD _____

TRINITY COUNTY BUDGET ADJUSTMENT

7/14/2026

Department: HEALTH DEPARTMENT

Number: 4402

Justification for budget adjustment:

Increase Transfer In from Dept. 8493 (Health Realignment) to offset Transfer Out to Dept. 4100 (Tobacco Prop 99) to cover higher projected indirect expenses incurred vs. what is collected from program.

Increase Services & Supplies using Intergovernmental Transfer (IGT) cash carryover to offset deposit paid under Contract No. 25-124.2 (warrant #408616). Total cash carryover used for FY25/26 = $101,176. 25/26 Begin CB $2,039,562.61 7/20/26 $145,739.87

☐ Requesting Contingency ☑ Fiscal Year 2025/2026 (Required)

☑ Using Fund Balance

☐ Other

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9800	TRANSFER IN	2,157,998	2,162,198	4,200
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			4,200

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
2630	RENTS & LEASES - STRUCTURE	30,040	130,040	100,000
5500	TRANSFER OUT	1,393,241	1,397,441	4,200
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			104,200

Origin	Signature	Staff Services Manager — Title
Auditor	Auditor Review	Date Reviewed: 7 / 20 / 26
	REQUIRES BOARD ACTION X YES __ NO	
CAO	CAO Approval	Date: ___/___/___
BOS	Approved by Board of Supervisors on: ___/___/___	BOS ___ AUD ___

TRINITY COUNTY BUDGET ADJUSTMENT

7/14/2026

Department: REALIGNMENT: HEALTH SERVICES

Number: 8493

Justification for budget adjustment:

Increase Transfer Out to Dept. 4402 (Health) using cash carryover to offset increase in Dept. 4402 Transfer Out expenses. Total cash carryover used for FY25/26 = $283,988.

25/26 Beginning CB = $1,140,568.69 CB 7/20/26 $2,971,967.55

☐ Requesting Contingency
☑ Using Fund Balance
☐ Other

☑ Fiscal Year 2025/2026 (Required)

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			-

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
5500	TRANSFER OUT	2,450,660	2,454,860	4,200
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			4,200

Origin	Signature	Staff Services Manager (Title)
Auditor	Auditor Review	Date Reviewed: 7 / 20 / 26
	REQUIRES BOARD ACTION X YES _ NO	
CAO	CAO Approval	Date: / /
BOS	Approved by Board of Supervisors on: / /	BOS / AUD

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Health and Human Services - Public Health
Contact:	Elizabeth Hamilton
Phone:	530-623-1265
Item:	D.7. Agreement - California Department of Health Care Services (DHCS) (26-071)

Requested Action
Approve an agreement with the California Department of Health Care Services (DHCS) allowing Trinity County Health and Human Services Agency (HHSA) to participate in the Intergovernmental Transfer program for calendar year 2025, and authorize the Director of Health and Human Services Agency to sign the agreement and any future amendments.

Fiscal Impact
No impact to the General Fund.

Summary
This Intergovernmental Transfer (IGT) agreement regarding the transfer of public funds between DHCS and HHSA will allow for a calculated sum of non-federal match dollars for managed care plan healthcare costs not reimbursed from calendar year 2025. This agreement is one in a series of documents that is required to allow HHSA to participate in the IGT process with DHCS.

Discussion
Partnership HealthPlan of California (PHC) is Trinity County's managed care provider for Medi-Cal recipients. PHC has made a commitment to ensure that counties are compensated for unreimbursed health care services provided to plan members by helping counties identify eligible unreimbursed services to claim in the IGT process. Although the total amount for the non-federal match has yet to be confirmed, as actuals from calendar year 2025 are not fully recognized and reconciled, HHSA has offered a letter of interest with a maximum match contribution of just under $1.1 million, not including administration fees. HHSA will provide the match for the final invoiced cost of the unreimbursed services provided in calendar year 2025 up to this maximum, which will later be returned with the additional federal IGT entitlement.

Alternatives Including Fiscal Impact
Deny the item as presented and give direction to staff.

Departmental Recommendation
Approve as requested.

CAO Recommendation
Approve as Requested

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and TRINITY COUNTY HEALTH AND HUMAN SERVICES AGENCY ("GOVERNMENTAL FUNDING ENTITY") with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the applicable rate category per member per month ("PMPM") contribution increments multiplied by member months, as reflected in Exhibit 1. The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in Exhibit 1, which will be reconciled to actual enrollment for the service period of January 1, 2025 through December 31, 2025 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal

money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the "Estimated Member Months," in Exhibit 1, to actual enrollment in HEALTH PLAN(S) for the service period of January 1, 2025 through December 31, 2025 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after December 31, 2025. If reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as Intergovernmental Transfer (IGTs), to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 and Exhibit 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in Exhibit 1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of January 1, 2025 through December 31, 2025, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to

determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that $0.00 of the transfer amounts will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS simultaneously with the transfer amounts made under Section 1 of this Agreement. If at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email or submitted in writing to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address as set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Elizabeth Hamilton, Director
51 Industrial Parkway / PO Box 399
Weaverville, CA 96093
(530) 623-1265
LHamilton@trinitycounty.org

With copies to:

Kate Glazewski, Staff Services Manager
51 Industrial Parkway / PO Box 399
Weaverville, CA 96093
(530) 623-8204
KGlazewski@trinitycounty.org

Arina Erwin, Deputy Director
51 Industrial Parkway / PO Box 399
Weaverville, CA 96093
(530) 623-1265
AErwin@trinitycounty.org

To DHCS:

Vivian Beeck
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
Vivian.Beeck@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-

Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so. Any required signature(s) on any documents must be in compliance with California Government Code section 16.5 and any other applicable state or federal regulations.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of January 1, 2025 and shall expire as of June 30, 2028 unless terminated earlier by DHCS through written notification or by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

TRINITY COUNTY HEALTH AND HUMAN SERVICES AGENCY:

By: _____ Date: _____

Elizabeth Hamilton, Director, Trinity County Health and Human Services Agency

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Sean Barber, Division Chief, Capitated Rates Development Division

Exhibit 1

Health Plan	Funding Entity	Rating Region	Service Period	Participation %
Partnership Health Plan of California	Trinity County Health and Human Services	Rural North	1/2025 - 12/2025	1.57%
Category of Aid	**SIS/UIS**	**Contribution PMPM**	**Estimated Member Months***	**Estimated Contribution (Non-Federal Share)**
Child	SIS	$ 0.08	908,239	$ 72,659
Child	UIS	$ 0.03	27,688	$ 831
Adult	SIS	$ 0.22	374,529	$ 82,396
Adult	UIS	$ 0.12	57,913	$ 6,950
Adult Expansion	SIS	$ 0.04	843,629	$ 33,745
Adult Expansion	UIS	$ 0.02	57,613	$ 1,152
SPD	SIS	$ 0.65	159,149	$ 103,447
SPD	UIS	$ 0.21	5,865	$ 1,232
SPD Dual	SIS	$ 0.23	432,923	$ 99,572
SPD Dual	UIS	$ 0.07	1,952	$ 137
LTC	SIS	$ 0.65	361	$ 235
LTC	UIS	$ 0.21	53	$ 11
LTC Dual	SIS	$ 0.23	12,558	$ 2,888
LTC Dual	UIS	$ 0.07	27	$ 2
WCM	SIS	$ 0.77	31,220	$ 24,039
WCM	UIS	$ 0.26	388	$ 101
Est. FE Total			2,914,107	$ 429,397

* Note that Estimated Member Months are subject to variation, and the actual total Contribution (Non-Federal Share) may differ from the amount listed here.

* FMAP is a weighted blend of multiple FMAPs.

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Jail Health
Contact:	Elizabeth Hamilton
Phone:	530-623-1265
Item:	D.8. Budget Adjustment - Jail Health/2119

Requested Action
Approve a budget adjustment for FY 25/26 for Jail Health - Dept. 2119 increasing Fixed Assets by $62,000.

Fiscal Impact
No impact to the General Fund; increase in Jail Health appropriations in the amount of $62,000. Current cash balance in Jail Health - Fund 119 is $603,991.83

Summary
Trinity County Health and Human Services Agency (HHSA) is requesting a budget adjustment to the FY25/26 Jail Health budget to pay for a portion of the Sheriff's Office Spillman server fixed asset expense.

Discussion
During FY 25/26 budget review meetings, it was presented that the server for the jail management system (Spillman) would need to be upgraded. Costing the Sheriff's budget upwards of $175,000, it was suggested that a portion of this fixed asset cost could possibly be covered by the Providing Access and Transforming Health (PATH) Round 3 funding awarded to the Sheriff's Office, pending the approval of a budget modification. Now that State approval has been attained, HHSA asks for this adjustment approval to move forward with transferring $62,000 of the Spillman cost to Jail Health to claim against PATH Round 3 revenues. As this budget book was originally submitted with a positive net of $248,021, no new revenues are being added to the adjustment request to offset this increase in expenses.

Alternatives Including Fiscal Impact
Deny the item as presented and give direction to staff.

Departmental Recommendation
Approve as presented.

CAO Recommendation
Approve as Requested

TRINITY COUNTY BUDGET ADJUSTMENT

7/9/2026

Department: JAIL HEALTH

Number: 2119

Justification for budget adjustment:

Increase Fixed Assets income code to pay for portion of cost incurred by Dept. 2281 (Sheriff) for Spillman server upgrade. This expense was approved in the budget of PATH Round 3 funding awarded to the Sheriff's Office. Orignal budget net of $248,021 for FY25/26 decreased to $186,021.

FY 25/26 Beginning CB = $390,092.02 / CB as of 7/20/26 = $603,991.83

☐ Requesting Contingency
☐ Using Fund Balance
☐ Other
☑ Fiscal Year (Required)

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			-

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
4300	FIXED ASSET - EQUIPMENT	13,511	75,511	62,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			62,000

Origin	Signature	Staff Services Manager (Title)
Auditor	Auditor Review _____ REQUIRES BOARD ACTION X YES __ NO	Date Reviewed: 7 / 20 / 26
CAO	CAO Approval _____	Date: ____/____/____
BOS	Approved by Board of Supervisors on: ____/____/____	BOS _____ AUD _____

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Jail Health
Contact:	Elizabeth Hamilton
Phone:	530-623-1265
Item:	D.9. Agreement - The WeCare Group (26-070)

Requested Action
Approve an agreement with The WeCare Group to provide dental services to Justice-Involved individuals on an as needed basis.

Fiscal Impact
No impact to the General Fund; up to $10,000 per FY from Jail Health budget.

Summary
This agreement establishes a formal billing arrangement between Trinity County and WeCare Dental for dental services provided to Justice-Involved individuals on an as-needed basis. While dental services have historically been provided through individual appointments, the agreement formalizes the payment process by allowing the County to receive and review invoices after services are rendered, rather than making payment at the time of service.

The agreement is intended to improve administrative efficiency, enhance billing accuracy, and streamline the processing and reconciliation of dental service charges. Establishing a formal contract will support continued access to necessary dental care for Justice-Involved individuals while providing a more consistent and accountable invoicing process for both parties.

Discussion
N/A

Alternatives Including Fiscal Impact
Deny the agreement and advise staff.

Departmental Recommendation
Approved as presented.

CAO Recommendation
Approve as Requested

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
The WeCare Group

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 4th day of August 2026, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and We Care ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide dental services for Justice Involved Individuals as needed; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit A.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.

C. Make available all pertinent data and records for review.

IV. TERM OF CONTRACT: This Contract shall commence on July 1, 2026 and shall terminate on June 30, 2027. The term of this agreement shall be automatically renewed for successive periods of 1 year each thereafter unless either party gives written notice of termination to the other at least 45 days prior to the termination of the initial term or a successive renewal term.

V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance as mutually agreed upon between parties. Time is of the essence with respect to this Contract.

VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.

VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $10,000.00 per fiscal year, including direct non-salary expenses.

VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

IX. INSURANCE: 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

hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of $1,000,000, and a general aggregate limit of $2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1470
Weaverville, CA 96093

B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of $1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1470
Weaverville, CA 96093

C. The Contractor shall be required to carry professional liability (malpractice) insurance coverage in the amount of $1,000,000 per occurrence or claim and $2,000,000 aggregate. Such coverage shall apply to the professional dental services provided under this Agreement and shall remain in effect for the duration of the Agreement.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to 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 in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

X. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

XI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing

services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open

to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party**.** If the scope of this contract provides services to the jail, additional guidelines regarding termination are referenced in Exhibit D. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.

XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXIV. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.

XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor
Exhibit C	Health Insurance Portability and Accountability Act Supplement
Exhibit D	SB 863 – Subordination State Review

XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.

XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto,

reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

Trinity County Health & Human Services Agency
Attention: Jail Health
PO Box 1470
Weaverville, CA 96093

If to Contractor:

The WeCare Group
Attn: Amanda Huber
PO Box 7
Scotia, CA 95565
(707)764-5617

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

By: _____
Heidi Carpenter-Harris, Chairman
Trinity County Board of Supervisors
Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By: _____
Name: Amanda Huber
Title.: Chief Fiscal Officer
Date: _____

Risk Management Approval

By: _____
Laila Cassis, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

To provide dental services for Justice Involved Individuals as needed.

The WeCare Group			
2024 CPT Code List			
		Approved	
CODE	Description	Amount	
D0120	Periodic Oral Exam	56.00	
D0140	Limited Oral Exam	55.00	
D0145	Oral Evaluation <3yrs	89.00	
D0150	Comprehensive exam	68.00	
D0160	Detailed Oral Exam	146.00	
D0170	Re-evaluation-limited problem focused	50.00	
D0180	Comprehensive Periodontal Exam	114.00	
D0210	Full Mouth Xrays	166.00	
D0220	Periapical first Diagnostic Image	40.00	
D0230	Periapical each add diagnostic image	26.00	
D0240	Occlusal Diagnostic Image	44.00	
D0270	Dental bitewing single diagnostic image	42.00	
D0272	Dental bitewing two diagnostic images	62.00	
D0273	Bitewings - 3 films	61.00	
D0274	Dental bitewing four diagnostic images	88.00	
D0330	Panoramic film	124.00	*
D0460	Pulp Vitality Test	60.00	
D0470	Study Models	133.00	
D1110	Dental prophylaxis Adult	139.00	
D1120	Dental prophylaxis Child	114.00	
D1206	Topical Fluoride Varnish	50.00	
D1208	Topical application flouride	50.00	
D1351	Dental sealant per tooth	72.00	
D1354	SDF - Silver Diamine Flouride	75.00	
D1510	Space maintainer-FIXED-unilateral	424.00	
D1516	Space Maintainer - fixed bilateral maxillary	540.00	
D1517	Space Maintainer - fixed bilateral mandibular	540.00	
D1551	Re-cement or re-bond bilateral space maintainer- maxillary	88.00	
D1552	Re-cement or re-bond bilateral space maintainer- mandibular	88.00	
D1553	Re-cement or re-bond unilateral space maintainer- per quad	88.00	
D1556	Removal of fixed unilateral space maintainer - per quad	96.00	
D1557	Removal of fixed bilateral space maintainer - maxillary	96.00	
D1558	Removal of fixed bilateral space maintainer - mandibular	96.00	
D2140	Amalgam - 1 surface, Perm or Decid	143.00	
D2150	Amalgam two surface primary or permanent	198.00	
D2160	Amalgam - three surfaces	242.00	
D2161	Amalgam - four or more surfaces	293.00	
D2330	Resin one surface-anterior	184.00	
D2331	Resin two surfaces-anterior	213.00	
D2332	Resin three surfaces-anterior	253.00	
D2335	Resin 4/ surf or w incisal angle	306.00	

The WeCare Group			
2024 CPT Code List			
		Approved	
CODE	Description	Amount	
D2390	Resin Composite Crown, Anterior	432.00	
D2391	Resin Composite, 1 surf posterior	198.00	
D2392	Resin composite, 2 surface posterior	246.00	
D2393	Resin composite, 3 surface posterior	300.00	
D2394	Resin composite, 4 surface posterior	343.00	
D2510	Inlay-metallic-one surface	788.00	
D2520	Inlay-metallic-two surfaces	1144.00	
D2530	Inlay-metallic-three or more surfaces	1121.00	
D2542	Onlay Metallic 2 surface	1516.00	
D2543	Onlay-metallic-three surfaces	1516.00	
D2544	Onlay-metallic-four or more surfaces	1516.00	
D2710	Resin Crown Lab	810.00	
D2720	Crown resin with High Noble Metal	1410.00	
D2721	Crown Resin with predom base metal	1364.00	
D2722	Crown Resin with Noble metal	1533.00	
D2740	Crown porcelain/ceramic	1615.00	
D2750	Crown Porcelain fused to high noble metal	1539.00	
D2751	Crown-porcelain fused (non precious)	1416.00	
D2752	Porc/Noble crown	1434.00	
D2783	Crown-3/4 porcelain/ceramic	1774.00	
D2790	Full cast high noble metal (gold) crown	1584.00	
D2791	Full cast crown (non prec)	1328.00	
D2792	Crown full cast Noble Metal	1471.00	
D2910	Recement inlay	128.00	
D2920	Dental recement crown	118.00	
D2930	Prefabricated stainless st crown, primary	286.00	
D2931	Prefabricated stainless steel crown-permanent toot	330.00	
D2940	Sedative filling	123.00	
D2950	Core build up	275.00	
D2951	Pin retention-per tooth	60.00	
D2952	Crown build up post core	396.00	
D2954	Prefabricated post and core	458.00	
D2960	Laminate Labial Veneer	623.00	
D2962	Vaneer (Porcelain Laminate)	1052.00	
D2970	Temporary crown	150.00	
D2980	Crown repair removal	195.00	
D2999	Unspecified restorative procedure[BR]	75.00	
D3220	Therapeutic pulpotomy	208.00	
D3221	Open & Broach	233.00	
D3310	Root Canal Anterior	855.00	
D3320	Root Canal Bicuspid	980.00	

The WeCare Group			
2024 CPT Code List			
		Approved	
CODE	Description	Amount	
D3330	Root Canal Molar	1238.00	
D3346	Endodontics retreat Anterior	1111.00	
D3347	Endodontics retreat Bi-cuspid	1243.00	
D3348	Endodontics Retreat Molar	1479.00	
D3999	Unspecified endodontic procedure[BR]	100.00	
D4210	Gingivectomy or gingivoplasty-four	634.00	
D4211	Gingivectomy or gingivoplasty-one to three teeth,p	375.00	
D4212	Gingivectomy for retorative procedure, per tooth	241.00	
D4231	Anatomical crown exposure, 1 to 3 teeth	519.00	
D4261	Osseous surgery-one to three teeth,per quadrant	1260.00	
D4265	Biologic materials to aid in soft and osseous tissue regeneration	479.00	
D4341	Periodontal scaling & root planning 4 plus teeth	269.00	
D4342	Periodontal scaling and root planing-one to three	195.00	
D4346	scaling in presence of generalized moderate or severe gingival	195.00	
D4355	Full mouth debridement	166.00	
D4910	Periodontal maintenance	193.00	
D5110	Denture full upper	1810.00	
D5120	Denture Full lower	1810.00	
D5130	Denture Immediate Full Upper	1992.00	
D5140	Denture immediate Full Lower	1992.00	
D5211	maxillary partial denture – resin base	1640.00	
D5212	Rpd. Resin Lower	1746.00	
D5213	RPD. Metal Upper	2190.00	
D5214	Rpd. Metal Lower	2190.00	
D5225	MAX Partial Denture-Flexible Base	1642.00	
D5226	MAN Partial Denture-Flexible Base	1642.00	
D5282	Nesbit, maxillary	844.00	
D5283	Nesbit, mandibular	844.00	
D5284	Removable unilateral partial denture flexible base - per quad	753.00	
D5286	Removable unilateral partial denture resin - per quad	753.00	
D5410	Denture Adj. Upper	95.00	
D5411	Denture adjustment Lower	95.00	
D5421	Rpd. adjustment Upper	103.00	
D5422	Rpd. Adjustment Lower	101.00	
D5511	Repair broken complete denture base, mandibular	219.00	
D5512	Repair broken complete denture base, maxillary	216.00	
D5520	Denture repair replace tooth (each)	175.00	
D5610	Repair resin denture base	150.00	
D5611	Repair resin partial denture base, mandibular	205.00	
D5612	Repair resin partial denture base, maxillary	205.00	
D5620	Repair cast framework	250.00	

The WeCare Group			
2024 CPT Code List			
		Approved	
CODE	Description	Amount	
D5621	Repair cast partial framework, mandibular	296.00	
D5622	Repair cast partial framework, maxillary	296.00	
D5640	Replace broken teeth-per tooth	203.00	
D5650	Add tooth to partial	213.00	
D5660	Add clasp to existing partial	380.00	
D5720	Rebase maxillary partial denture	710.00	
D5721	Rebase mandibular partial denture (lower)	746.00	
D5730	Reline complete upper denture (chairside)	336.00	
D5731	Reline complete Lower denture (chairside)	336.00	
D5740	Reline maxillary partial denture (chairside)	321.00	
D5741	Reline mandibular partial denture (chairside)	321.00	
D5750	Reline complete maxillary denture (laboratory)	552.00	
D5751	Reline complete mandibular denture (laboratory)	552.00	
D5760	Reline maxillary partial denture (laboratory)	506.00	
D5761	Reline mandibular partial denture (laboratory)	790.00	
D5810	Interim complete denture (maxillary)	901.00	
D5811	Interim complete denture (mandibular)	848.00	
D5820	Interim partial denture (maxillary)	654.00	
D5821	Interim partial denture (mandibular)	654.00	
D5850	Tissue conditioning,maxillary	179.00	
D5851	Tissue conditioning,mandibular	185.00	
D5899	Unspecified removable prosthodontic procedure[BR]	75.00	
D6059	Abutment supported porcelain fused to metal crown	1571.00	
D6065	Implant supported porcelain/ceramic crown	1583.00	
D6068	Abutment supported retainer for porcelain/ceramic	1445.00	
D6092	Recement or rebond implant/abutment supported crown	153.00	
D6210	Pontic, Full Gold	1200.00	
D6211	Pntic, Non Precious Metal	1154.00	
D6212	Pontic Base Noble Metal	1200.00	
D6240	Pontic pfm	1272.00	
D6241	Pontic-porcelain fused to PBM Non precious	1222.00	
D6242	Pontic-porcelain fused to NM Noble	1248.00	
D6245	Pontic-porcelain/ceramic	1536.00	
D6795	Interim Bridge Retainer, less than six months		
D6545	Retainer-cast metal for resin bonded fixed prosthe	669.00	
D6548	Retainer-porcelain/ceramic for resin bonded fixed	871.00	
D6750	Crown-porcelain fused to High Noble	1595.00	
D6751	Crown-porcelain fused to Non Precious	1475.00	
D6752	Crown-porcelain fused to NM[D6752]	1490.00	
D6790	Crown-full cast HNM[D6790]	1640.00	
D6791	Crown-full cast non precious	1365.00	

The WeCare Group			
2024 CPT Code List			
		Approved	
CODE	Description	Amount	
D6930	Recement Bridge	166.00	
D7111	Coronal remnants-deciduous tooth	297.00	
D7140	Extraction erupted tooth or exposed root	179.00	
D7210	Surgical removal of erupted tooth requiring elevat	308.00	
D7220	Removal of impacted tooth-soft tissue	368.00	
D7230	Removal of impacted tooth-partially bony	459.00	
D7240	Removal of impacted tooth - completely bony	530.00	
D7241	Removal of impacted tooth - completely bony, unusual surgical	530.00	
D7250	Surgical removal of residual tooth roots	329.00	
D7270	Tooth reimplantation and/or stabilization of accid	549.00	
D7272	Tooth transplantation (includes reimplantation fro	626.00	
D7285	Biopsy of oral tissue-hard (bone,tooth)	685.00	
D7286	Biopsy of oral tissue-soft (all others)	428.00	
D7288	Brush Biopsy	216.00	
D7310	Alveoloplasty in conjunction with extractions	315.00	
D7311	Alveoloplasty with extractions 1 to 3 teeth per quad	297.00	
D7320	Alveoloplasty not in conjunction with extractions	493.00	
D7321	Alveoloplasty w/o extractions 1 to 3 teeth, per quad	354.00	
D7471	Removal of lateral exostosis	824.00	
D7472	Removal of Torus Palatinus	896.00	
D7473	Removal of Torus Mandibularis	849.00	
D7510	Incision and drainage of abscess-intraoral soft ti	269.00	
D7550	Partial ostectomy/sequestrectomy for removal of no	525.00	
D9110	Palliative tx dental pain minor proc Dry Socket	156.00	
D9215	Local anesthesia Dental	75.00	
D9230	Analgesia,anxiolysis,inhalation of nitrous oxide	78.00	
D9310	Consultation	165.00	
D9430	Office visit for observation (during regularly sch	88.00	
D9911	Desensitize per tooth	94.00	
D9930	Treatment of complications post surgical	118.00	
D9945	Occlusal guard, appliance, full arch	500.00	
D9951	Occlusal adjustment-limited	160.00	
D9952	Occlusal adjustment-complete	538.00	
D9972	External bleaching-per arch	540.00	
D9975	Bleaching for Home Application, per arch	200.00	
D9999	Misc dental service	190.00	

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:
Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
c. Designated Record Set. "Designated Record Set" shall mean:
   (1) A group of records maintained by or for a covered entity that is:
      a. The medical records and billing records about individuals maintained by or for a covered health care provider;
      b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
      c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
   (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI,

available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
    b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
    c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
c. Effect of Termination.

a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities**.**
Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.
(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
(b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous
a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

EXHIBIT D

SUBORDINATION: STATE REVIEW
SB 863: TRINITY COUNTY JAIL DETENTION FACILITY

Notwithstanding anything in this Agreement, the parties agree:

I. (a) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2023 Series A (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Trinity and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

II. This Agreement is subject to the review and written consent of the State Public Works Board and Board of State and Community Corrections prior to execution, as is any amendment or modification thereto; and

III. This Agreement shall be terminable by the County of Trinity, BSCC, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

CONSENTED TO:

CONSENT

State Public Works Board of the State of California

By: _____
Koreen H. van Ravenhorst

Deputy Director

Board of State and Community Corrections

By: _____
Steven Wicklander

Deputy Director

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Sheriff
Contact:	Tim Saxon
Phone:	530-623-3740
Item:	D.10. Amendment - Dr. Dan Purtzer (25-156)

Requested Action
Approve amendment number 1 to the agreement with Dr. Dan Purtzer adding an auto-renewal clause to the contract term and removing the Commercial General Liability Insurance requirement to provide autopsy services.

Fiscal Impact
Up to $100,000 over the life of the contract from the Coroner budget.

Summary
This amendment adds an auto-renewal clause to the agreement terms and removes the Commercial General Liability Insurance requirement. All other terms of the original agreement will remain the same.

Discussion
This agreement is for autopsy services. In past agreements for similar services, other vendors were not required to carry Commercial General Liability Insurance and Malpractice Insurance. This amendment will keep the insurance requirement consistent for vendors providing autopsy services.

Alternatives Including Fiscal Impact
Deny and provide direction to staff.

Departmental Recommendation
Approve as presented.

CAO Recommendation
Approve as Requested

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
Dr. Dan Purtzer

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 18th day of November 2025, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and Dr. Dan Purtzer MD("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: a surgeon to perform autopsies; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit A.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.

C. Make available all pertinent data and records for review.

IV. TERM OF CONTRACT: This Contract shall commence on November,18 2025 and shall terminate on Novembe,17 2026, unless sooner terminated in accordance with the terms hereunder.

V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance as mutually agreed upon between parties. Time is of the essence with respect to this Contract.

VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.

VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $100,000.00, including direct non-salary expenses.

VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

IX. INSURANCE: 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

hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of $1,000,000, and a general aggregate limit of $2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1228
Weaverville, CA 96093

B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of $1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1228
Weaverville, CA 96093

C. The Contractor shall be required to carry: malpractice coverage in the amount of $1,000,000 per occurrence or claim, and $2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to 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 in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

X. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

XI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or

expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

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

XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XIX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.

B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.

C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.

XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.

XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

XXIV. SEVERABILITY: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.

XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor
Exhibit C	Health Insurance Portability and Accountability Act Supplement

XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.

XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

Trinity County Sheriff's Office
P.O. Box 1228
Weaverville, CA 96093
Phone: 530-623-8193 Email: kthornbury@trinitycounty.org

If to Contractor:

Dan Purtzer M.D
3787 Sunday Court
Redding, CA 96001
Phone: 530-949-4862
Email: danpurtzer@yahoo.com

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

By: _____
Liam Gogan, Chairman
Trinity County Board of Supervisors
Date: 11-18-2025

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By: Dan Purtzer
Name: DAN PURTZER
Title.: PATHOLOGIST
Date: 12/12/2025

Risk Management Approval

By: Laila H Cassis
Laila Cassis, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

Autopsy Services on a case-by-case basis as agreed upon by the parties.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Medical Records Review: $200

External Examination: $250

Internal Examination (Chest and Abdomen): $650

Internal Examination (Chest and Abdomen with Central Nervous System): $800

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:
Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
c. Designated Record Set. "Designated Record Set" shall mean:
(1) A group of records maintained by or for a covered entity that is:
    a. The medical records and billing records about individuals maintained by or for a covered health care provider;
    b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.
   a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
   b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.
Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.
(a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
(b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
(c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous
a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 25-156
BETWEEN
THE COUNTY OF TRINITY
AND
Dr. Dan Purtzer

WHEREAS, a Contract was entered into the 18th day of November, 2025 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Dr. Dan Purtzer MD ("Contractor"), to provide autopsy services; and

WHEREAS, the Contract provides for a termination date of November 17, 2026; and

WHEREAS, the parties wish to:

1. Amend Section IV to add automatic renewal; and

2. Update Section IX Clause A, to remove commercial general liability insurance (CGL); and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section IV TERM OF CONTRACT: is hereby amended to read as follows: "This contract shall commence on November 18, 2025, and shall terminate on November 17, 2026. The term of this agreement shall be automatically renewed for successive periods of 1 year each thereafter unless either party gives written notice of termination to the other at least 30 days prior to the termination of the initial term or a successive renewal term.

2. Section IX (Insurance) is hereby amended by removing Clause (A) and the requirement for Contractor to hold CGL insurance.

In all other respects, the terms of the Contract are affirmed.

(signature page to follow)

COUNTY OF TRINITY:

By: _____
Heidi Carpenter-Harris, Chairman
Trinity County Board of Supervisors
Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By: _____
Name:_____
Title: _____
Date: _____

Risk Management Approval

By: _____
Laila Cassis, Director
Human Resources/Risk Management

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Sheriff
Contact:	Tim Saxon
Phone:	530-623-3740
Item:	D.11. Amendment - Trinity Services Group (21-045)

Requested Action
Approve amendment number 4 to the agreement with Trinity Services Group, replacing Section 6.1 in its entirety to allow for automatic renewal and adding Exhibit B to operate inmate food services at the Trinity County Jail.

Fiscal Impact
Up to $450,000 per FY from the Jail Budget.

Summary
This contract amendment allows for automatic renewal for successive one (1) year terms unless one of the parties elects to terminate with 30 days written notice prior to the current proposed termination date and adds Exhibit B as required by BSCC and SPWB.

Discussion
The Trinity County Sheriff's Office has contracted with Trinity Service Group to operate inmate food services at the Trinity County Jail since July 1, 2021. We wish to continue with this successful arrangement and this amendment will allow us to do so. The addition of Exhibit B to the contract ensures our compliance with BSCC and SPWB regulations.

Alternatives Including Fiscal Impact
Deny and provide direction to staff.

Departmental Recommendation
It is staff's recommendation that the Board approve the item as presented.

CAO Recommendation
Approve as Requested

AMENDMENT NO. 3
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 21-045.2 SO)
BETWEEN
THE COUNTY OF TRINITY
AND
Trinity Services Group

WHEREAS, a Contract was entered into the 1st day of July, 2021, and amended the 1st day of July, 2022, and amended the 1st day of July 2023, ("Contract") by and between the COUNTY OF TRINITY ("County"), and Trinity Services Group ("Contractor"), to operate inmate food services at the Trinity County Jail; and

WHEREAS, the Contract provides for a termination date of June 30, 2026; and

WHEREAS, the parties wish to:

1. Update Schedule 1 Scale.

2. Increase the Max Cost to County.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Replace Schedule 1 Scale with the updated rates, attached hereto, an incorporated herein, effective July 1, 2024.

2. Replace Section 4 in its entirety with the following: The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto, incorporated herein, and made a part hereof as if fully set forth in this Agreement.

   Notwithstanding any other provision of this agreement, in no event will the cost to Client for the services provided herein exceed the maximum sum of $425,000.00 per fiscal year, including direct non-salary expense.

   Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal government has delayed distribution of funds that are intended to be used by Client for funding payment to Trinity.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this 6th day of August, 2024.

COUNTY OF TRINITY:

By: _____
Ric Leutwyler, Chairman
Trinity County Board of Supervisors
Date: 8/6/2024

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By: _____
Name: James M. Perry
Title.: Sr. Vice President
Date: 8/8/24

Risk Management Approval

By: _____
Laila Cassis, Director
Human Resources/Risk Management

EXHIBIT B

TRINITY SERVICES GROUP, INC.

July 2, 2024

Trinity County Sheriff's Office
Attn: Contracts
101 Memorial Drive
Weaverville, CA 96093

RE: Food Service Agreement for Inmate Meals

Dear Sheriff Saxon:

It continues to be an honor and a privilege to provide inmate food services at the Trinity County Jail. As you are aware, per the Agreement, adjust meal prices are adjusted annually equal to the change in the Consumer Price Index, Food Away From Home. Based on the most recent Index data), the change in the Index over the last year was 4.0%. However, due to mutual agreement, the parties have decided to increase prices by 2.0%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective upon the renewal date of the agreement, July 1, 2024.

Assuming you agree with adjusting the meal prices as stated herein, please countersign the enclosed confirmation copy of this letter and return it to our office.

Trinity sincerely appreciates the opportunity to serve the Trinity County Jail. Thank you for your business. We will always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding this adjustment or the food services we provide.

Very truly yours,

Phillip Ecker
General Manager
209-347-0069
phil.ecker@trinityservicesgroup.com

Approved:

_____

Date: _____

TRINITY SERVICES GROUP, INC.

Trinity County, CA Jail

INMATE MEALS

EFFECTIVE July 1, 2024

FROM	TO	Price
26	30	$11.836
31	35	$10.103
36	40	$8.851
41	45	$7.905
46	50	$7.164
51	55	$6.569
56	60	$6.080
61	65	$5.681
66	70	$5.343
71	75	$5.053
76	80	$4.800
81	85	$4.579
86	90	$4.384
91	95	$4.210
96	100	$4.054
101	105	$3.914
106	And over	$3.787
All Staff Meals		$4.90

AMENDMENT NO. 2
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 21-045.1 SO)
BETWEEN
THE COUNTY OF TRINITY
AND
Trinity Services Group

WHEREAS, a Contract was entered into the 1st day of July, 2021, and amended the 1st day of July, 2022, ("Contract") by and between the COUNTY OF TRINITY ("County"), and Trinity Services Group ("Contractor"), to operate inmate food services at the Trinity County Jail; and

WHEREAS, the Contract provides for a termination date of June 30, 2026; and

WHEREAS, the parties wish to:

1. Update Schedule 1 Scale.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Replace Schedule 1 Scale in its entirety with the updated rates, attached hereto, and incorporated herein, effective July 1, 2023.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 18th day of July, 2023.

COUNTY OF TRINITY:

By: _____
Trent Tuthill
County Administrative Officer
Date: 7/11/2023

CONTRACTOR:

By: _____
Name: James M. Perry
Title.: Sr. Vice President
Date: 7/28/23

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: _____
Elizabeth Hamilton, Interim Director
Human Resources/Risk Management

TRINITY SERVICES GROUP, INC.

Confirmation Copy

May 10, 2023

Trinity County Sheriff's Office
Attn: Contracts
101 Memorial Drive
Weaverville, CA 96093

RE: Food Service Agreement for Inmate Meals

Dear Sheriff Saxon:

It continues to be an honor and a privilege to provide inmate food services at the Trinity County Jail. As you are aware, per the Agreement, adjust meal prices are adjusted annually equal to the change in the Consumer Price Index, Food Away From Home. Based on the March Index data (copy enclosed), the change in the Index over the last year was 8.8%. I have attached an updated meal price scale to reflect the agreed adjustment. These prices will be effective upon the renewal date of the agreement, July 1, 2023.

Assuming you agree with adjusting the meal prices as stated herein, please countersign the enclosed confirmation copy of this letter and return it to our office.

Trinity sincerely appreciates the opportunity to serve the Trinity County Jail. Thank you for your business. We will always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding this adjustment or the food services we provide.

Very truly yours,

Ted L. Hanby
District Manager
630-432-2771
Ted.Hanby@trinityservicesgroup.com

Approved:

_____

Date: _____

TRINITY SERVICES GROUP, INC.

Trinity County, CA Jail

INMATE MEALS

EFFECTIVE July 1, 2023

FROM	TO	Price
26	30	$11.604
31	35	$9.905
;6	40	$8.678
41	45	$7.750
46	50	$7.024
51	55	$6.440
56	60	$5.961
61	65	$5.570
66	70	$5.238
71	75	$4.954
76	80	$4.706
81	85	$4.489
86	90	$4.298
91	95	$4.128
96	100	$3.974
101	105	$3.837
106	And over	$3.713

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 21-045 SO)
BETWEEN
THE COUNTY OF TRINITY
AND
Trinity Services Group

WHEREAS, a Contract was entered into the 1st day of July, 2021, and amended the, ("Contract") by and between the COUNTY OF TRINITY ("County"), and Trinity Services Group ("Contractor"), to operate inmate food services at the Trinity County Jail; and

WHEREAS, the Contract provides for a termination date of June 30, 2026; and

WHEREAS, the parties wish to:

1. Update Schedule 1 Scale.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Replace Schedule 1 Scale in its entirety with the updated rates, attached hereto, and incorporated herein, effective July 1, 2022.

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 3rd day of January, 2023.

COUNTY OF TRINITY:

By: _____
Jill Cox, Chairman
Trinity County Board of Supervisors
Date: 1/3/23

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By: _____
Name: James M. Perry
Title.: Sr. Vice President
Date: 1/23/23

Risk Management Approval

By: _____
Letty Garza, Interim Director
Human Resources/Risk Management

SCHEDULE 1
SCALE

TRINITY SERVICES GROUP, INC.

Trinity County, CA Jail

INMATE MEALS

EFFECTIVE July 1, 2022

FROM	TO	Price
26	30	$10.665
31	35	$9.104
36	40	$7.976
41	45	$7.123
46	50	$6.456
51	55	$5.919
56	60	$5.479
61	65	$5.119
66	70	$4.815
71	75	$4.553
76	80	$4.325
81	85	$4.126
86	90	$3.950
91	95	$3.794
96	100	$3.653
101	105	$3.527
106	And over	$3.412
Staff meals per meal		$4.81

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Trinity County Sheriff's Office ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client requires inmate food services at the Trinity County Jail and desires to avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to operate inmate food services at the Trinity County Jail (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties.

2.2. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to

comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4. Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5. Trinity shall maintain on a current basis, complete books and records relating to this Agreement. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

Trinity shall promptly refund any moneys erroneously charged. If Client ascertains that it has been billed erroneously by Trinity for an amount equaling 5% or more of the original bid, Trinity shall be liable for the costs of the audit in addition to any other penalty to be imposed.

2.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client’s employees and agents.

2.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees’ negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8. In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a “Vendor”). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable (“Vendor Terms”). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client’s Obligations.

SECTION 3. CLIENT’S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, inmate labor, as available at the reasonable discretion of Client, and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. The Client will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative,

hazardous, or unreasonably inefficient to operate Trinity shall notify Client and have the right to effect reasonable repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is unreasonably inefficient, hazardous, or fails to operate Client shall, if applicable, pay the reasonable cost of all paper products used during such time period. Client shall permit Trinity to have the reasonable use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.4. Client will reimburse Trinity for all paper products used during lock down events.

3.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

3.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto, incorporated herein, and made a part hereof as if fully set forth in this Agreement.

Notwithstanding any other provision of this Agreement, in no event will the cost to Client for the services to be provided herein exceed the maximum sum of $375,000.00per fiscal year, including direct non-salary expenses.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal government has delayed distribution of funds that are intended to be used by Client for funding payment to Trinity.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual

breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). The provisions of this Section shall survive the expiration or termination of this Agreement.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Trinity, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

A. Trinity shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of $1,000,000, and a general aggregate limit of $2,000,000.

The Client, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of Trinity, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1228
Weaverville, CA 96093

B. Trinity shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of $1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Trinity has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Trinity has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

Client, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of Trinity, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 1228
Weaverville, CA 96093

Prior to the commencement of any work hereunder, Trinity shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to Client. However, failure to obtain and provide the required documents to Client prior to the work beginning shall not waive Trinity's obligation to provide them. The Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the Client.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.

Any deductibles or self-insured retentions must be declared to and approved by the Client. The Client may require Trinity to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Agreement, Trinity's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, or volunteers, shall be in excess of Trinity's insurance and shall not contribute with it.

Trinity hereby grants to Client a waiver of any right to subrogation which any insurer of Trinity may acquire against Client by virtue of the payment of any loss under such insurance. Trinity agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer.

WORKER'S COMPENSATION: Trinity acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Agreement and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to Client prior to commencement of work.

5.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years beginning on July 1, 2021 and continuing for up to two (2) additional one (1) year terms upon agreement of the parties.

6.2. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

6.3 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.4. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, pandemics, epidemics, and other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, shortages, strikes, lockouts, differences with workmen, fires, floods, pandemics, epidemics, and other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Trinity County Sheriff's Office
Attn: Contracts
101 Memorial Drive
Weaverville, CA 96093

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677-3018

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
1260 Andes Boulevard
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the

express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, shall be submitted in the Superior Court of Trinity County.

If any party hereto employs an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Trinity County

By: _____
Printed Name: Jeremy Brown, Chairman
Title: Trinity County Board of Supervisor
Date: 4-20-2021

Trinity Services Group, Inc.

By: _____
Printed Name: David M. Miller
Title: Chief Operating Officer
Date: 5/3/2021

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of inmates. To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Meal prices shall be adjusted annually, effective on the anniversary date of the Agreement, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the Agreement anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.

In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any “living wage”, “prevailing wage” or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity’s control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity’s control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount within thirty (60) days of date of the invoice from Trinity. All past due amounts due Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client’s credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney’s fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

SCHEDULE 1
SCALE

TRINITY SERVICES GROUP Trinity County Inmate Population Sliding Scale				
FROM		**TO**		**PRICE**
26	-	30	$	9.977
31	-	35	$	8.516
36	-	40	$	7.461
41	-	45	$	6.663
46	-	50	$	6.039
51	-	55	$	5.537
56	-	60	$	5.125
61	-	65	$	4.789
66	-	70	$	4.504
71	-	75	$	4.259
76	-	80	$	4.046
81	-	85	$	3.860
86	-	90	$	3.695
91	-	95	$	3.549
96	-	100	$	3.417
101	-	105	$	3.299
106	-	And over	$	3.192

All Staff Meals - $4.50 per meal

AMENDMENT NO. 4
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 21-045.3 SO
BETWEEN
THE COUNTY OF TRINITY
AND
TRINITY SERVICES GROUP

WHEREAS, a Contract was entered into the 1st day of July, 2021, and amended the 1st day of July, 2022, and amended the 1st day of July 2023, and amended the 1st day of July 2024, ("Contract") by and between the COUNTY OF TRINITY ("County"), and **Trinity Services Group** ("Contractor"), to operate inmate food services at the Trinity County Jail; and

WHEREAS, the Contract provides for a termination date of June 30, 2026; and

WHEREAS, the parties wish to:

1. Update Section 6.1;

2. Update Section 6.2;

3. Add Exhibit B;

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Replace Section 6.1 in its entirety with the following: 6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years commencing on July 1, 2021, with two (2) one (1) year renewal terms available to the parties. Upon the parties' exercise of both such renewal terms, this Agreement shall thereafter automatically renew for successive one (1) year terms upon expiration of each then-current term, unless a party elects to terminate as outlined in item 6.2, in which case the Agreement shall terminate on the date specified in such notice.

2. Replace Section 6.2 in its entirety with the following: 6.2. Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing thirty (30) days prior to the proposed termination date.

3. Add Exhibit B: Subordination: State Review, SB 863: Trinity County Jail Detention Facility. This exhibit is required by the Board of State and

Community Corrections (BSCC) and State Public Works Board of the State of California (SPWB).

In all other respects, the terms of the Contract are affirmed.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 21st day of July, 2026.

COUNTY OF TRINITY:	**CONTRACTOR**:
By: _____	By: _____
Heidi Carpenter-Harris, Chairman	Name:_____
Trinity County Board of Supervisors	Title: _____
Date: _____	Date: _____
Approved as to form:	Risk Management Approval
By: _____	By: _____
Margaret E. Long	Laila Cassis, Director
County Counsel	Human Resources/Risk Management

EXHIBIT B

SUBORDINATION: STATE REVIEW
SB 863: TRINITY COUNTY JAIL DETENTION FACILITY

Notwithstanding anything in this Agreement, the parties agree:

I. (a) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2023 Series A (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Trinity and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

II. This Agreement is subject to the review and written consent of the State Public Works Board and Board of State and Community Corrections prior to execution, as is any amendment or modification thereto; and

III. This Agreement shall be terminable by the County of Trinity, BSCC, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

CONSENTED TO:

CONSENT

State Public Works Board of the State of California

By: _____
Koreen H. van Ravenhorst

Deputy Director

Board of State and Community Corrections

By: _____
Steven Wicklander

Deputy Director

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Solid Waste
Contact:	Trent Tuthill
Phone:	530-623-1382
Item:	D.12. Amendment - Lawrence and Associates Engineers and Geologists (10-099)

Requested Action
Approve amendment number 4 to the agreement with Lawrence and Associates Engineers and Geologist extending the term to June 30, 2031, and updating exhibit B to provide engineering, planning, drilling and other consulting and contracting services to Trinity County.

Fiscal Impact
No impact to the General Fund; up to $100,000 per year from the Solid Waste Enterprise Fund.

Summary
Approve amendment number #4 to the agreement with Lawrence and Associates Engineers and Geologist, extending the term to 06/30/2031 and updating exhibit B to provide engineering, planning, drilling and other consulting and contracting services to Trinity County.

Discussion
Trinity County Solid Waste entered into an agreement with Lawrence and Associates on July 1, 2010, and amended it on June4 30, 2015, amended July 1, 2020, and last amended May 18, 2021, to provide engineering, planning, drilling and other consulting and contracting services. The purpose of the multi-year contract is to have an established blanket agreement with the County for engineering and consulting services without establishing a new contract for ongoing tasks that include monitoring, reporting and post-closure maintenance of the landfill. Completion of the closure certification and updated threat-complexity rating of the landfill is still in progress due to complex reporting and approval processes between CalRecycle and the Water Board.

Any new tasks that come up within the same scope of services will be quoted and approved on an as-needed basis within the current maximum cost of the agreement.

Solid Waste would like to extend the existing agreement for five (5) years and update Attachment A to assure continuity in services provided for the regulatory functions that are currently being performed at the landfill and transfer sites.

Alternatives Including Fiscal Impact
Deny requested action and give further direction to staff.

Departmental Recommendation
It is staff's recommendation to approve the item as presented. If the proposed item is denied, it would cause a break in continuity of ongoing tasks that include final closure certification and

costing estimates, monitoring, reporting and post-closure maintenance of the landfill.

CAO Recommendation
N/A

AMENDMENT NO. 3
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 10-099.2
BETWEEN
THE COUNTY OF TRINITY
AND
LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST

WHEREAS, a Contract was entered into the 1st day of July, 2010, and amended the 30th day of June 2015 and amended the 1st day of July 2020 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Lawrence and Associates Engineers and Geologist ("Contractor"), to provide engineering, planning, drilling, and other consulting and contracting services to Trinity County; and

WHEREAS, the Contract provides for a termination date of June 30 2021; and

WHEREAS, the parties wish to:

1. Amend the termination date; and
2. Replace Exhibit B entitled "Trinity County Special Rates"

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section XV of the contract entitled "Term of Agreement" is amended by deleting in its entirety and adding the following:

   This agreement shall commence on July 1, 2010 and shall terminate on June 30, 2026.

2. Exhibit B, entitled "Trinity County Special Rates" is deleted in its entirety and replaced with Exhibit B entitled "Schedule of Fees" attached to this Amendment No.3

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this 18th day of May 2021.

COUNTY OF TRINITY:

By: _____
Jeremy Brown, Chairman
Trinity County Board of Supervisors
Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

CONTRACTOR:

By: See Attached
Name: _____
Title.: _____
Date: _____

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this 18th day of May 2021.

COUNTY OF TRINITY:

By: _____
Jeremy Brown, Chairman
Trinity County Board of Supervisors
Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

CONTRACTOR:

By: Bonnie E Lampley
Name: Bonnie E Lampley
Title.: President
Date: 05-24-21

LAWRENCE
& ASSOCIATES
ENGINEERS & GEOLOGISTS

EXHIBIT B - SCHEDULE OF FEES
TRINITY COUNTY SPECIAL RATES
(10% LABOR DISCOUNT)
EFFECTIVE JULY 1, 2021

Professional Services

Engineering Geologist/Hydrogeologist	
Principal	$149/hour
Senior	$126/hour
Associate	$108/hour
Staff	$99/hour
Assistant	$95/hour
Engineer	
Principal Engineer	$162/hour
Senior Registered Civil	$144/hour
Associate Civil	$117/hour
Assistant Civil	$99/hour
Engineering Technician	$81/hour
Project Manager	$117/hour
Environmental Assessor	$104/hour
AutoCAD Operator (Level I)	$81/hour
AutoCAD Operator (Level II)	$72/hour
Field Technician	$77/hour
Laborer	$63/hour
Surveyor	$77/hour
Tank Fund Administrator	$59/hour
Clerical	$59/hour

Deposition and Court Appearances

Minimum charge	$1400 part or full day
Deposition or Court Appearance Rate	$250/hour
Preparation at consulting-service rates	as listed above

Drilling Services (CME-55 drilling rig)

7-5/8 and 9-5/8-inch OD augers with operator and helper	(See drilling
Mobilization	schedule of fees)

Other In-House Equipment

Test pumps (submersible, through 5 HP)	quoted/job
Campbell 21X data loggers w/ transducers (water and gas)	quoted/job
Conductivity, oxygen, temperature and dissolved oxygen probes	quoted/job
Meteorological station (wind direction and velocity)	quoted/job
Gas-extraction and air-monitoring pumps	quoted/job
Mileage	$0.70
Mileage (drilling rig)	$1.00
Per diem – Northern CA (per person/day; may vary dep. upon location)	$150/night
Per diem – Southern CA (per person/day; may vary dep. upon location)	$250/night
Level D protection (per person/day)	$30/day
Survey equipment (per day)	$50/day
GPS Survey (per day)	$150/day

Expenses, Materials, Outside Services

(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment)	at cost + 15%

CONTRACT NUMBER
10-099.2 SU
COUNTY ORIGINAL

AMENDMENT NO. 2
TO CONTRACT NO. 10-099 BETWEEN
THE COUNTY OF TRINITY
AND
LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST

WHEREAS, an agreement was entered into the 1st day of July 2010, and amended 30th day of June 2015, by and between the COUNTY OF TRINITY, and Lawrence and Associates Engineers and Geologist; and

WHEREAS, the agreement provides for a termination date of June 30, 2020; and

WHEREAS, the parties wish

1. To amend the termination date; and

WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Extend the termination date to June 30, 2021.

In all other respects, the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 1st day of July 2020.

COUNTY OF TRINITY:

By _____
Richard Kuhns, Psy.D
County Administrative Officer

Date: 7-8-20

Approved as to form:

_____
MARGARET E LONG
County Counsel

CONTRACTOR:

By _____
Name: SEE ATTACHED
Title.: _____

Date: _____

RISK MANAGEMENT APPROVAL

By: _____
Shelly Nelson
Human Resources/Risk Management Director

CONTRACT NUMBER 10-099.2 SW
COUNTY ORIGINAL

AMENDMENT NO. 2
TO CONTRACT NO. 10-099 BETWEEN
THE COUNTY OF TRINITY
AND
LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST

WHEREAS, an agreement was entered into the 1st day of July 2010, and amended 30th day of June 2015, by and between the COUNTY OF TRINITY, and Lawrence and Associates Engineers and Geologist; and

WHEREAS, the agreement provides for a termination date of June 30, 2020; and

WHEREAS, the parties wish

1. To amend the termination date; and

WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Extend the termination date to June 30, 2021.

In all other respects, the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 1st day of July 2020.

COUNTY OF TRINITY:

By _____
Richard Kuhns, Psy.D
County Administrative Officer

Date: 7.8.20

CONTRACTOR:

By Bryan W. Gartner
Name: Bryan W. Gartner
Title.: Principal

Date: 7/14/20

Approved as to form:

MARGARET E LONG
County Counsel

RISK MANAGEMENT APPROVAL

By: _____
Shelly Nelson
Human Resources/Risk Management Director

CONTRACT NUMBER 10-099.1 SW
COUNTY ORIGINAL

AMENDMENT NO. 1
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST

WHEREAS, a Contract was entered into the 1ST day of July 2010, by and between the COUNTY OF TRINITY, and LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST, to provide engineering, planning, drilling, and other consulting and contracting services to Trinity County; and

WHEREAS, the contract provides for a termination date of June 30, 2015; and

WHEREAS, the parties wish to extend the date of termination and the total amount of the contract; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section XV., of the contract entitled "Term of Agreement" is amended by adding the following to the end of said section:

The termination date is extended to June 30, 2020.

2. Section V., of the contract entitled "Maximum Cost to County" is amended by increasing the contract amount by $50,000 per year making the maximum amount of the contract $100,000 per year.

3. Exhibit "B" entitled "Fees" and "2010 Schedule of Fees", referenced in Section IV., of the contract entitled "Fees" is replaced with Exhibit "B" entitled "Fees" and "2015 Schedule of Fees".

4. Exhibit "A" entitled "Services to Be Provided by Consultant", referenced in Section I., of the contract entitled "Scope Of Services" is replaced with Exhibit "A" Services To Be Provided By Contractor".

5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, The parties hereby have caused this Amendment No.1 to be executed on this 30th day of June 2015.

COUNTY OF TRINITY

By: _____
Judy Morris, Chairman
Board of Supervisors, County of Trinity
State of California

CONTRACTOR

By: _____

APPROVED AS TO FORM	INITIAL	DATE
CC	attached	
AUD	SO	6/9/15
CAO	WT	6/26/15

CONTRACT NUMBER	
10-099.1	SW
COUNTY ORIGINAL	

AMENDMENT NO. 1
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST

WHEREAS, a Contract was entered into the 1ST day of July 2010, by and between the COUNTY OF TRINITY, and LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST, to provide engineering, planning, drilling, and other consulting and contracting services to Trinity County; and

WHEREAS, the contract provides for a termination date of June 30, 2015; and

WHEREAS, the parties wish to extend the date of termination and the total amount of the contract; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section XV., of the contract entitled "Term of Agreement" is amended by adding the following to the end of said section:

The termination date is extended to June 30, 2020.

2. Section V., of the contract entitled "Maximum Cost to County" is amended by increasing the contract amount by $50,000 per year making the maximum amount of the contract $100,000 per year.

3. Exhibit "B" entitled "Fees" and "2010 Schedule of Fees", referenced in Section IV., of the contract entitled "Fees" is replaced with Exhibit "B" entitled "Fees" and "2015 Schedule of Fees".

4. Exhibit "A" entitled "Services to Be Provided by Consultant", referenced in Section I., of the contract entitled "Scope Of Services" is replaced with Exhibit "A" Services To Be Provided By Contractor".

5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, The parties hereby have caused this Amendment No.1 to be executed on this 30th day of June 2015.

COUNTY OF TRINITY

By: _____
Judy Morris, Chairman
Board of Supervisors, County of Trinity
State of California

CONTRACTOR

By: _____

APPROVED AS TO FORM	INITIAL	DATE
CC	DP	6-19-15
AUD		
CAO		

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor will provide engineering, planning, drilling, and other consulting and contracting services to Trinity County for tasks including, but not limited to:

Solid waste facilities planning, design, monitoring, and inspection
Construction related to monitoring and drinking water well and pump installation
Environmental compliance issues
Planning services related to CEQA and NEPA
Miscellaneous engineering and design issues

Contractor shall provide a written annual budget estimate and scope of work prior to June of each year, describing the anticipated work to be performed during the next fiscal years. For unanticipated work, the Contractor shall provide a cost estimate, scope of work, and list of subcontractors for approval prior to beginning work.

Recognized subcontractors include:

Arc-Sine Engineering – Electrical design
Don Lampe Engineering – Parks and civil design subcontractors
BC Laboratories – Soil and water analyses
Basic Laboratory – Soil and water analyses
Eurofins, Air Toxic – Vapor analyses
CGI – Geotechnical testing

EXHIBIT "B"

FEES

Fees for hourly consulting time and Lawrence & Associates drilling shall be 10% less as shown on the attached "Trinity County Special Rates, 2015 Schedule of Fees".

Mark-up for outside services and fees shown on the list of subcontractors on Exhibit A shall be no more than 15% unless specifically authorized by the Department Director.

EXHIBIT "B"

LAWRENCE
& ASSOCIATES
ENGINEERS & GEOLOGISTS

TRINITY COUNTY SPECIAL RATES
(10% LABOR DISCOUNT)
2015 SCHEDULE OF FEES

Professional Services

Engineering Geologist/Hydrogeologist	
Principal	$135/hour
Senior	$112.50/hour
Associate	$99/hour
Staff	$90/hour
Assistant	$85.50/hour
Engineer	
Principal Engineer	$139.50/hour
Senior Registered Civil	$117/hour
Associate Civil	$108/hour
Assistant Civil	$90/hour
Engineering Technician	$76.50/hour
Project Manager	$112.50/hour
Environmental Assessor	$99/hour
AutoCAD Operator (Level I)	$72/hour
AutoCAD Operator (Level II)	$63/hour
Field Technician	$76.50/hour
Laborer	$58.50/hour
Surveyor	$72/hour
Tank Fund Administrator	$58.50/hour
Clerical	$58.50/hour
Word Processor	$58.50/hour

Deposition and Court Appearances

Minimum charge	$1400 part or full day
Deposition or Court Appearance Rate	$250/hr
Preparation at consulting-service rates	as listed above

Drilling Services (CME-55 drilling rig)

7-5/8 and 9-5/8-inch OD augers with operator and helper	(See drilling
Mobilization	schedule of fees)

Other In-House Equipment

Test pumps (submersible, through 5 HP)	quoted/job
Campbell 21X data loggers w/ transducers (water and gas)	quoted/job
Conductivity, oxygen, temperature and dissolved oxygen probes	quoted/job
Meteorological station (wind direction and velocity)	quoted/job
Gas-extraction and air-monitoring pumps	quoted/job
Mileage	$0.70
Mileage (drilling rig)	$1.00
Per diem (per person/day; may vary dep. upon location)	$120+/day
Level D protection (per person/day)	$30/day
Level C protection (per person/day)	$50/day
Survey equipment (per day)	$50/day
GPS Survey (per day)	$150/day

Expenses, Materials, Outside Services

(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment)	at cost + 15%

3590 Iron Court • Shasta Lake, California 96019 • (530) 275-4800 • fax (530) 275-7970 • www.lwrnc.com

CONTRACT NUMBER	
10-099	SW
COUNTY ORIGINAL	

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
LAWRENCE & ASSOCIATES ENGINEERS & GEOLOGISTS

THIS AGREEMENT is made and entered into this 1st day of July, 2010, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and LAWRENCE & ASSOCIATES, ENGINEERS & GEOLOGIST, (hereinafter referred to as "Consultant".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Engineering, planning, drilling, and other consulting and contracting services to Trinity County for tasks, as described in Exhibit A; and

WHEREAS, Consultant warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Consultant agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Consultant agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

C. Work requested by the County in connection with any other matter or any item of work not specified herein;

D. Work resulting from substantial changes ordered by the County in the nature of extent of the project, and

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.

B. Make available to Consultant those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Consultant and as set forth in Exhibit "A".

C. Make available all pertinent data and records for review.

D. Not withhold approval of final plans, specifications and estimates without substantial cause.

E. Provide general bid and contract forms and special provisions format when needed.

IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.

Each task will be qualified and a cost estimate approved by the Solid Waste Director prior to commencement of work.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of $50,000 per year including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Consultant shall not be paid unless Consultant has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than June 30, 2015.

VIII. INSURANCE: The Consultant shall maintain a commercial general liability insurance policy in the amount of $1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of $300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis.

In addition, Consultant may be required to carry errors and omissions insurance or professional liability or malpractice insurance. If such insurance is required, it shall be in a form approved by the county.

The County shall be named as an *Additional Insured* on all of the policies. The Certificate Holder and Additional Insured should read as follows:

Trinity County
P O Box 1613
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

IX. WORKER'S COMPENSATION: The Insurer shall agree to waive all rights of subrogation against the county, its officers, officials, and employees for losses arising from the Consultant's performance of the work pursuant to this agreement.

X. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

XI. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Consultant and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XIII. LICENSING AND PERMITS: The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant shall also obtain any and all permits which might be required by the work to be performed herein.

XIV. BOOKS OF RECORD AND AUDIT PROVISION: Consultant shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Consultant will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Consultant who participated in this contract in any way. Any audit may be conducted on Consultant premises or, at County's option, Consultant shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Consultant shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Consultant for an amount equaling 5% or more of the original bid, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XV. TERM OF AGREEMENT: This Agreement shall commence on July 1, 2010 and shall terminate on June 30, 2015.

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

XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Consultant, shall be the property of the County. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Consultant shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Consultant shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVIII. TERMINATION:

A. If the Consultant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent consultant and not as officers, employees or agents of the County.

XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XXI. ASSIGNMENT OF PERSONNEL: The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIII. INDEMNIFICATION: Consultant agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

As to events which occur during the Consultant's performance of this agreement, County shall hold Consultant harmless and defend Consultant against all claims, liability, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the negligent or willfully wrongful act or omission of the County. Or its officers and employees, where the injury, death, or damage is caused by the sole active negligence or willful misconduct of County or County's employees.

XXIV. CONSULTANT'S PERFORMANCE OF THE WORK AND COUNTY'S RIGHT OF APPROVAL

Consultant's Occupation Licensure. Consultant and its employees, agents, and subcontractors shall be registered, fully qualified and licensed to perform the Work pursuant to all applicable laws, regulations and orders. Consultant shall only permit individuals with requisite skill, knowledge, and experience to perform the Work.

Quality of Work: Consultant's services shall conform to all Exhibits made as part of this Agreement and all Addenda hereto added. Consultant represents that it possesses skills, qualifications, knowledge, and has adequate staff and supervision to provide within the Period of Performance, all engineering, technical, and administrative services to perform the Work. Trinity County is relying on Consultant's skill, experience, qualifications and representations made by Consultant herein for Consultant's proper performance of work. Consultant shall be responsible for the professional quality, technical accuracy and coordination of the Work, which shall include but not be limited to all designs, drawings, specifications, and other services furnished under this Agreement and Addenda hereto, and is responsible for completion of all tasks included in the scope of work in accordance with the provisions of this Agreement and such Addenda.

Standards Applicable to Consultant: Consultant has a duty to and shall perform the Work in accordance with the degree of professional care, prudence, and skill of a nationally recognized, properly licensed professional firm in performing comparable services. Notwithstanding of the foregoing, if such professional standard as applied to Consultant's performance of the Work permits lower or less stringent standard of care, prudence, and skill than that applicable to the reasonable prudent person. In addition to, but not in limitation of, the foregoing Consultants Work shall be free from negligence.

Remedies: Consultant shall be responsible for all costs, damages, and expenses (including but limited to all reasonable attorney's fees, accounting, expert professional engineering, technical, testing, sampling, investigatory and all other reasonable consultant's fees and/or charges) arising from the revision, correction, repair , or replacement (at the County's discretion) of any work, improvements, property of the County, or others because of errors, defects, or negligent acts or omissions concerning Consultant's design's, workmanship, drawings, reports, specifications, opinions, permit drafting, and/or products and services provided by Consultant, its employees, agents, and/or subcontractors pursuant to this Agreement and addenda hereto. Investigatory expenses as referenced in this Paragraph shall include but not limited to the cost of uncovering, inspections, testing and sampling by Trinity County to determine the nature and extent of the error, defect, negligent act, or omission.

XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Consultant shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act.

XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

Trinity County
Solid Waste
173 Tom Bell Road
P.O. Box 2700
Weaverville, CA 96093

Notices shall be given to Consultant at the following address:

Lawrence and Associates
~~***2001 Market St. Suite 523***~~
~~***Redding, CA 96001***~~
3590 Iron Court
Shasta Lake, CA 96019

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

COUNTY OF TRINITY:

By: _____
Judy Pflueger, Chairman
Board of Supervisors, Trinity County
State of California

CONSULTANT:

By: _____
Name: Clayton E Coles
Federal Tax I.D. #_____
Telephone No. (530)275-4800

APPROVED AS TO FORM	INITIAL	DATE
CC		
AUD	MH	6/29/10
CAO	WT	6/29/10

EXHIBIT A

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant will provide engineering, planning, drilling, and other consulting and contracting services to Trinity County for tasks including, but not limited to:

- Solid waste facilities planning, design, monitoring, and inspection
- Construction related to monitoring and drinking water well and pump installation
- Environmental compliance issues
- Planning services related to CEQA and NEPA
- Miscellaneous engineering and design issues

Consultant shall provide a written annual budget estimate and scope of work prior to June of each year, describing the anticipated work to be performed during the next fiscal years. For unanticipated work, the Contractor shall provide a cost estimate, scope of work, and list of subcontractors for approval prior to beginning work.

Recognized subcontractors include:

Arc-Sine Engineering – Electrical design
Don Lampe Engineering – Parks and civil design subcontractors
Shasta Analytical Laboratory – Soil and water analyses
Basic Laboratory – Soil and water analyses
CGI – Geotechnical testing

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONSULTANT

Fees for hourly consulting time and Lawrence and Associates drilling shall be 10% less as shown on the attached "Trinity County Special Rates, 2010 Schedule of Fees"

Mark-up for outside services and fees except for those from Lampe Engineering shown on the list of subcontractors on Exhibit A shall be no more than 15% unless specifically authorized by the Department Director.

LAWRENCE
& ASSOCIATES
ENGINEERS & GEOLOGISTS

Exhibit B

TRINITY COUNTY SPECIAL RATES
(10% DISCOUNT)
2010 SCHEDULE OF FEES

Professional Services	
Engineering Geologist/Hydrogeologist	
Principal	$126/hour
Senior	$103.50/hour
Associate	$90/hour
Staff	$81/hour
Assistant	$76.50/hour
Engineer	
Principal Engineer	$126/hour
Senior Registered Civil	$108/hour
Associate Civil	$99/hour
Assistant Civil	$81/hour
Engineering Technician	$67.50/hour
AutoCAD Operator (Level I)	$63/hour
AutoCAD Operator (Level II)	$54/hour
Field Technician	$63/hour
Laborer	$54/hour
Surveyor	$63/hour
Tank Fund Administrator	$49.50/hour
Clerical	$49.50/hour
Word Processor	$49.50/hour
Deposition and Court Appearances	
Minimum charge	$1080 part or full day
Deposition Rate	$162/hr
Preparation at consulting-service rates	as listed above
Drilling Services (CME-55 drilling rig)	
7-5/8 and 9-5/8-inch OD augers with operator and helper	(See drilling
Mobilization	schedule of fees)
Other In-House Equipment	
Test pumps (submersible, through 5 HP)	quoted/job
Campbell 21X data loggers w/ transducers (water and gas)	quoted/job
Conductivity, oxygen, temperature and dissolved oxygen probes	quoted/job
Meteorological station (wind direction and velocity)	quoted/job
Gas-extraction and air-monitoring pumps	quoted/job
Mileage	$0.60
Mileage (drilling rig)	$0.70
Cellular phone	$0.50/minute
Per diem (per person/day; may vary dep. upon location)	$120+/day
Level D protection (per person/day)	$30/day
Level C protection (per person/day)	$50/day
Survey equipment (per day)	$50/day
GPS Survey (per day)	$150/day
Expenses, Materials, Outside Services	
(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment)	at cost + 15%

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AMENDMENT NO. 4
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 10-099.3
BETWEEN
THE COUNTY OF TRINITY
AND
LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST

WHEREAS, a Contract was entered into the 1st day of July, 2010 and amended the 30th day of June 2015, amended the 1st day of July 2020 and amended the 18th day of May 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and LAWRENCE AND ASSOCIATES ENGINEERS AND GEOLOGIST ("Contractor"), to provide engineering, planning, drilling and other consulting and contracting services to Trinity County; and

WHEREAS, the Contract provides for a termination date of July 1, 2026; and

WHEREAS, the parties wish to:

1. Extend the termination date; and

2. Replace Attachment A in its entirety; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Section XV of the contract entitled "Term of Agreement" is extended to June 30, 2031; and

2. Attachment A is deleted and replaced with a new Attachment A

In all other respects, the terms of the Contract are affirmed.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 1st day of July, 2026.

COUNTY OF TRINITY:	**CONTRACTOR**:
By: _____	By: _____
Heidi Carpenter-Harris, Chairman	Name:_____
Trinity County Board of Supervisors	Title: _____
Date: _____	Date: _____
Approved as to form:	Risk Management Approval
By: _____	By: _____
Margaret E. Long	Laila Cassis, Director
County Counsel	Human Resources/Risk Management

LAWRENCE & ASSOCIATES
ENGINEERS & GEOLOGISTS

ATTACHMENT A – SCHEDULE OF FEES

EFFECTIVE JANUARY 1, 2026

Professional Services

Engineering Geologist/Hydrogeologist	
Principal	$200/hour
Senior	$180/hour
Associate	$155/hour
Staff	$150/hour
Assistant	$135/hour
Engineer	
Principal Engineer	$220/hour
Senior Registered Civil	$195/hour
Associate Registered Civil	$170/hour
Staff Civil	$150/hour
Assistant Civil	$140/hour
Engineering Technician	$115/hour
Project Manager	$150/hour
Environmental Assessor (Level I)	$145/hour
Environmental Assessor (Level II)	$135/hour
AutoCAD Operator (Level I)	$115/hour
AutoCAD Operator (Level II)	$105/hour
Field Technician	$110/hour
Laborer	$90/hour
Tank Fund Administrator	$90/hour
Clerical	$90/hour
Travel Time	$105/hour

Deposition and Court Appearances

Minimum charge	$1600 part or full day
Deposition or Court Appearance Rate	$275/hour
Preparation at consulting-service rates	as listed above

Drilling Services (CME-55 drilling rig)

7-5/8 and 9-5/8-inch OD augers with operator and helper	(See drilling
Mobilization	schedule of fees)

Other In-House Equipment

Test pumps (submersible, through 5 HP)	quoted/job
Campbell 21X data loggers w/ transducers (water and gas)	quoted/job
Conductivity, oxygen, temperature and dissolved oxygen probes	quoted/job
Meteorological station (wind direction and velocity)	quoted/job
Gas-extraction and air-monitoring pumps	quoted/job
Mileage	$0.70
Mileage (drilling rig)	$1.040
Per diem – Northern CA/Oregon (per person/day; may vary dep. upon location)	$200/night
Per diem – Southern CA (per person/day; may vary dep. upon location)	$250/night
Level D protection (per person/day)	$30/day
Survey equipment (per day)	$50/day
GPS Survey (per day)	$150/day

Expenses, Materials, Outside Services

(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment)	at cost + 15%
Interest on invoices over 91 days Past Due	1.5%

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Transportation
Contact:	Panos Kokkas
Phone:	530-623-1365
Item:	D.13. Budget Adjustment - Transportation Commission Dept/8237

Requested Action
Approve a budget adjustment for FY 25/26 for Transportation Commission - Dept. 8237 increasing Service & Supplies by $23,000 and Interfund Expenses by $5,000.

Fiscal Impact
No Impact to General Fund; increase in Transportation Commission appropriations in the amount of $28,000. Current cash balance in Transportation Commission - Fund 237 is $404,183.32.

Summary

Every five years the Regional Transportation Plan (RTP) is due to be updated, in cooperation with Caltrans. The State Transportation Improvement Program (STIP) funds this plan through a Planning, Programing, and Monitoring (PPM) allocation to the County.

The next RTP will be completed in 2027.

Discussion

This budget adjustment will increase services and supplies by $23,000 and Interfund Professional Services by $5,000.

Traffic counts are a core component of the RTP. The Department of Transportation staff collects traffic count data and provides it to the Transportation Planner responsible for preparing the next RTP. To ensure all data is recorded in time for plan preparation, new traffic counters were required. This creates a need for increase to the Services and Supplies budget.

Research of counters, and work on the RTP by Department of Transportation staff members also created a need for increased Interfund Professional Services.

These counters are an eligible purchase under PPM funding. This funding was secured in FY 24-25, and remains eligible for use through FY 26-27. The funds are currently available within the Department’s cash balance.

Alternatives Including Fiscal Impact
Do not approve the budget adjustments and advise staff.

Departmental Recommendation
Approve the budget adjustment as presented

CAO Recommendation
Approve as Requested

TRINITY COUNTY BUDGET ADJUSTMENT

7/20/2026

Department: Transportation Commission

Number: 8237

Justification for budget adjustment:

Increase Service And Supplies and Interfund Prof Serv for time and supplies used on PPM project. Expense is covered by revenue received in FY 24/25 - cash carry over

FY 25/26 Begin balance = $323,615.07 - 6/30/26 balance as of 7/29/26 = $404,183.32 - BS

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			-

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
2700	Special Departmental	-	23,000	23,000
2399	Interfund Prof & Spec Services	220,000	225,000	5,000
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			28,000

Origin	Signature	Business Manager Title
Auditor	Auditor Review Buck Simmons Digitally signed by Buck Simmons DN: CN = Buck Simmons email = simmonsb@trinitycounty.org C = AD O = County of Trinity OU = Assistant Auditor Date: 2026.07.29 10:23:24 -07'00' REQUIRES BOARD ACTION x YES __ NO	Date Reviewed: 7 / 29 / 2026
CAO	CAO Approval	Date: / /
BOS	Approved by Board of Supervisors on: / /	BOS / AUD

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Trinity County Transportation Commission
Contact:	Panos Kokkas
Phone:	530-623-1365
Item:	D.14. Resolution - Unmet Transit Needs

Requested Action
Adopt a resolution which finds that there are no unmet transit needs that are reasonable to meet in Trinity County for FY 2026-27.

Fiscal Impact
No fiscal impact.

Summary
As the designated Regional Transportation Planning Agency (RTPA) for the County of Trinity and recipient of Transportation Development Act (TDA) funds, including Local Transportation Fund (LTF) and State Transit Assistance (STA) funds, the Trinity County Transportation Commission (TCTC) is required pursuant to California Public Utilities Code Section 99401.5 (Exhibit A) to annually evaluate unmet transit needs within Trinity County.

The annual Unmet Transit Needs (UTN) process includes consultation with the Social Services Transportation Advisory Council (SSTAC), a public hearing, and opportunities for public comment to determine whether unmet transit needs exist and, if so, whether those needs are reasonable to meet based on the Commission's adopted definitions and criteria. This process ensures that the transit needs of the community, particularly those of transit-dependent persons, are identified, evaluated, and considered in the allocation of TDA funds.

Discussion
SSTAC Meeting
TCTC staff convened the SSTAC on June 24, 2026, to review public comments, discuss current Trinity Transit services and planned service improvements, evaluate the Commission's adopted definitions of "Unmet Transit Need" and "Reasonable to Meet," and make a recommendation to the Commission regarding the annual unmet transit needs finding.

The SSTAC reviewed the Commission's adopted definitions of "Unmet Transit Need" and "Reasonable to Meet," which were last reviewed and adopted by the Commission on June 3, 2025 by Resolution No. 2025-032 (Exhibit B). No changes to the adopted definitions were recommended.

The SSTAC also reviewed comments received during the public outreach period:

1. DMV Access for Hayfork Residents

Comment: Existing transit service requires passengers traveling to Weaverville for DMV

appointments to spend much of the day waiting before returning home.

Staff Response: Current service provides both a short-duration and longer-duration trip option depending on passengers' needs. Existing schedules reasonably accommodate access to the DMV and other services in Weaverville.

2. Wednesday Farmers' Market Access

Comment: Add a later Wednesday trip to allow Hayfork residents additional time at the Weaverville Farmers Market.

Staff Response: Current service provides approximately one hour at the Weaverville Farmers Market before the return trip to Hayfork. Available ridership data does not support adding an additional Wednesday trip. Delaying the existing return trip would also negatively impact passengers making regional connections from Redding and Willow Creek.

3. Saturday Service Between Hayfork and Willow Creek

Comment: Residents traveling to the coast on Fridays are unable to return until Monday.

Staff Response: Trinity Transit has not operated Saturday service since 2017 due to reductions in available federal operating funding. The adopted Short Range Transit Development Plan (SRTDP) recommends restoring Saturday service on the Willow Creek and Redding routes but does not recommend Saturday service on the Hayfork route due to insufficient projected ridership.

After reviewing all public comments and applying the Commission's adopted definitions and criteria, the SSTAC determined that unmet transit needs were identified; however, those needs are not reasonable to meet.

The primary basis for this recommendation is that the requested service improvements do not satisfy the Commission's adopted cost-effectiveness criterion, which states:

"Supporting data demonstrates sufficient ridership and revenue potential exists for the new, expanded or revised transit service to meet or exceed the required farebox revenue to operating cost ratio (10%) on a stand-alone basis. Furthermore, cost per passenger is reasonable when compared to the level of service provided, benefits accrued to the community, and the cost per passenger of existing services."

Public Hearing
A public hearing was conducted during the regular TCTC meeting on July 7, 2026. No additional comments regarding unmet transit needs were received.

Public Outreach
TCTC conducted a 30-day public outreach effort (Exhibit C) to encourage public participation. Outreach activities included:

- Public notices published in the Trinity Journal
- Notices posted on Trinity Transit buses and at major bus stops
- Announcements on the Trinity Transit Facebook page and shared with community groups
- Information posted on the TCTC website

Alternatives Including Fiscal Impact
Deny the resolution and direct staff to conduct further analysis regarding potential unmet transit needs.

Departmental Recommendation
Adopt the resolution as written.

CAO Recommendation
Approve as Requested

PUC § 99401.5 – Unmet Transit Needs Finding

(Amended by Stats. 2012, Ch. 769, Sec. 17. (AB 2679) Effective January 1, 2013.)

Prior to making any allocation not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, or any allocation for purposes of subdivision (f) of Section 99400 , the transportation planning agency shall annually do all of the following:

(a) Consult with the social services transportation advisory council established pursuant to Section 99238 .

(b) Identify the transit needs of the jurisdiction which have been considered as part of the transportation planning process, including the following:

(1) An annual assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including, but not limited to, the elderly, the disabled, including individuals eligible for paratransit and other special transportation services pursuant to Section 12143 of Title 42 of the United States Code , the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and persons of limited means, including, but not limited to, recipients under the CalWORKs program.

(2) An analysis of the adequacy of existing public transportation services and specialized transportation services, including privately and publicly provided services necessary to implement the plan prepared pursuant to Section 12143(c)(7) of Title 42 of the United States Code , in meeting the transit demand identified pursuant to paragraph (1).

(3) An analysis of the potential alternative public transportation and specialized transportation services and service improvements that would meet all or part of the transit demand.

(4) An analysis of the need to acquire or lease vans and related equipment for a farmworker vanpool program pursuant to subdivision (f) of Section 99400 . This analysis is only required, however, upon receipt by the transportation planning agency of a request of an interested party identifying a potential need.

(c) Identify the unmet transit needs of the jurisdiction and those needs that are reasonable to meet. The transportation planning agency shall hold at least one public hearing pursuant to Section 99238.5 for the purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction and that might be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services. The definition adopted by the transportation planning agency for the terms “unmet transit needs” and “reasonable to meet” shall be documented by resolution or in the minutes of the agency. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet. An agency's determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads.

(d) Adopt by resolution a finding for the jurisdiction, after consideration of all available information compiled pursuant to subdivisions (a), (b), and (c). The finding shall be that (1) there are no unmet transit needs, (2) there are no unmet transit needs that are reasonable to meet, or (3) there are unmet

transit needs, including needs that are reasonable to meet. The resolution shall include information developed pursuant to subdivisions (a), (b), and (c) which provides the basis for the finding.

(e) If the transportation planning agency adopts a finding that there are unmet transit needs, including needs that are reasonable to meet, then the unmet transit needs shall be funded before any allocation is made for streets and roads within the jurisdiction.

(f) The transportation planning agency shall not allocate funds for purposes of subdivision (f) of Section 99400 until all of the capital and operating funds necessary to meet unmet transit needs that are reasonable to meet are allocated. The transportation planning agency shall not reduce funding to existing public transportation services, specialized transportation services, or facilities for the exclusive use of pedestrians and bicycles in order to allocate funds for purposes of subdivision (f) of Section 99400. The transportation planning agency shall not allocate funds under subdivision (f) of Section 99400 if the allocation replaces other federal, state, or local funds used to fund commuter vanpools by a county, city, transportation planning agency, or transit district.

PUC § 99401.6 – Unmet Transit Needs Finding Documentation

(Added by Stats. 1987, Ch. 673, Sec. 4.)

Upon adoption of a finding, pursuant to subdivision (d) of Section 99401.5 that there are no unmet transit needs or that there are no unmet transit needs that are reasonable to meet, the transportation planning agency may allocate funds for local streets and roads. The allocation shall not become effective until 20 days after acknowledgment of receipt by the Department of Transportation of documents of the agency's finding. The transportation planning agency shall, in any case, submit the documentation before August 15 of the fiscal year of the allocation or within 10 days after the adoption of the finding, whichever is later. The documentation shall include all of the following:

(a) A copy of the notice of hearing and proof of publication and a description of the actions taken to solicit citizen participation pursuant to Section 99238.5 .

(b) A copy of the resolution or minutes documenting the transportation planning agency's definitions of “unmet transit needs” and “reasonable to meet,” as determined pursuant to subdivision (c) of Section 99401.5 .

(c) A copy of the resolution adopting the unmet needs finding described in subdivision (d) of Section 99401.5.

PUC § 99402 – Streets and Roads Claims

(Amended by Stats. 1979, Ch. 161.)

Claims for streets and roads may include those purposes necessary and convenient to the development, construction, and maintenance of the city or county's streets and highways network, including planning and contributions to the transportation planning process, acquisition of real property, and construction of facilities and buildings.

RESOLUTION NO. 2025-032

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY SITTING AS THE TRINITY COUNTY TRANSPORTATION COMMISSION ADOPTING THE DEFINITIONS FOR "UNMET TRANSIT NEEDS" AND "REASONABLE TO MEET"

WHEREAS, the Trinity County Transportation Commission (TCTC) is the Regional Transportation Planning Agency (RTPA) for Trinity County; and

WHEREAS, Public Utilities Code, Section 99401.5 (c) requires the transportation planning agency to adopt a resolution for the terms "Unmet Transit Needs" and "Reasonable to Meet"; and

WHEREAS, the definitions of said terms provided herein meet the requirements of Section 99401.5 (c).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity, sitting as the Trinity County Transportation Commission, hereby adopts the following definitions for the terms "Unmet Transit Needs" and "Reasonable to Meet":

Unmet Transit Needs:

(1) Those public transportation or specialized transportation services that are identified in the Regional Transportation Plan and that have not been implemented or funded;

(2) Those public transportation service needs that have been identified in a Transit Development Plan (TDP) identifying and assessing the needs of the general public and other groups; or as identified by the Social Services Transportation Advisory Council (SSTAC); or as identified during a public hearing on unmet needs, which will be referred to SSTAC for review and future recommendation.

Reasonable to Meet:

(1) Those unmet transit needs that the TCTC finds are within the ability of the claimant to satisfy or reduce based on: a Commission authorized assessment of alternative methods of meeting said unmet transit needs (this may be included in the TDP or through an advisory assessment of the SSTAC); and the ability of the claimant to provide for identified unmet transit needs. The Commission shall consider such factors as equity, cost effectiveness, community acceptance, financial and operational feasibility, coordination efforts and other factors related to transit services in evaluating proposals.

a. **Equity:** The proposed transit service is designed to serve the public. Transit service will not be provided favoring one group at the exclusion of any other.

b. **Cost Effectiveness:** Supporting data demonstrates sufficient ridership and revenue potential exists for the new, expanded or revised transit service to meet or exceed the required farebox revenue to operating cost ratios on a stand-alone basis. Furthermore, cost per passenger is reasonable when compared to the level of service provided; benefit accrued to the community and to existing service cost per passenger.

c. **Community Acceptance:** There is public support for the proposed transit service.

d. **Feasibility, Financial:** 1) The proposed transit service, if implemented or funded, would not cause the responsible operator or service claimant to incur expenses in excess of the maximum allocation of Transportation Development Act funds, State Transit Assistance, FTA Section 5311 funds, and other transit-specific grants as may become available. 2) The proposed transit service, if implemented or funded, would allow the responsible operator or service claimant to meet the required farebox revenue to operating cost ratio of 10%. 3) Proposed transit system expansion must be monitored and evaluated after 6 months of operation (or other approved period of review) by the Transportation Commission. *(Note: The fact that an identified transit need cannot be fully met based on available financial resources shall not be the sole reason for finding that a need is not reasonable to meet. [PUC, Sec 99401.5(c)] For example: alternatives such as volunteers or funding from sources not dedicated to transit could be used to close the financial gap.)*

e. **Feasibility, Operational:** There are adequate roadways and turnouts to safely accommodate transit vehicles.

f. **Coordination Efforts:** Transit services designed or intended to address an unmet transit need shall in all cases make efforts to coordinate with transit services currently provided by other public or private organizations.

BE IT FURTHER RESOLVED that the Trinity County Transportation Commission does hereby adopt the above definitions for the terms "Unmet Transit Needs" and "Reasonable to Meet".

DULY PASSED AND ADOPTED this 3rd day of June 2025 by the Board of Supervisors of the County of Trinity sitting as the Trinity County Transportation Commission by motion, second Leutwyler/Carpenter-Harris, and the following vote:

AYES:	Supervisors Carpenter-Harris, Leutwyler, Cox, Brownfield, Gogan
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

LIAM GOGAN, CHAIRMAN
Board of Supervisors, sitting as the
Transportation Commission
County of Trinity
State of California

ATTEST:
TRENT TUTHILL
Clerk of the Board of Supervisors

By: Shan Brigman
Deputy

Affidavit of Publication

No. Display Ad

{ Trinity Transit Service
P.O. Box 2460
{ Weaverville, CA 96093

STATE OF CALIFORNIA
SS.
COUNTY OF TRINITY

Wayne R. Agner of the said County, being duly sworn, deposes and says:

That he is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years and that he is not a party to, nor interested in the above entitled matter;

That he is the publisher of The Trinity Journal, a newspaper of general circulation published in the Town of Weaverville, County of Trinity, and which newspaper at all times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said Town of Weaverville, County of Trinity, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

June 3, 2026

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed at Weaverville, California, on the 3rd day of June 2026.

Wayne R. Agner

WAYNE R. AGNER
Publisher

AFFIDAVIT OF PUBLICATION OF

PUBLIC NOTICE
"Unmet Needs"

BY TRINITY JOURNAL

CLASSIFIEDS

Phone: 530-623-2055 ♦ Fax: 530-623-5382 www.trinityjournal.com

COMMUNITY

ANNOUNCEMENTS

Eliminate gutter cleaning forever! LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 20% off Entire Purchase. 10% Senior & Military Discounts. Call 1-855-424-7581 (Cal-SCAN)

EMPLOYMENT

HELP WANTED

Help Wanted for 2026 upcoming Fire Season. Experienced dozer, excavator, lowbed operators, water truck, potable, and gray water truck drivers. Must attend 8 hour Fire Safety class and pass drug testing. Call 530-356-9435

The Roderick Senior Center in Hayfork is seeking a Program Coordinator. We are looking for a detail-oriented individual who works well with seniors and can manage staff, volunteers and the Center's state and federal programs and finances. This is a permanent part-time position of approximately 25-40 hours a week, Monday—Friday. For more information, call (530) 628-4692; or email roderickhayfork@gmail.com

---

We are seeking a dedicated and passionate multi-grade K-8 school teacher to join our team. As a
vital member of our educational community, you will be responsible for providing
comprehensive instruction that fosters the academic, social, and emotional development of
students across various grade levels. Salary pay $55,369-$85,624, 184 day contract. For more information please contact Liz Christensen 530-778-3984 or echristensen@lewistonesd.com

---

Human Response Network is looking for a Teacher's Aide for our Weaverville All Summer Program (WASP) and Alps View Preschool. WASP is HRN's summer childcare program for children enrolled in TK to age 13. WASP is open Monday through Friday, from 8:00 am to 5:00 pm. The Teacher's Aide primary responsibility is to assist the Head Teacher in assuring the safety of children. Under the direction of the Head Teacher, the Teacher's Aide may have the responsibility to implement program activities. This is a part-time position ranging from 20-40 hours per week and will start when the 2026 fall school year begins. Applicants must be able to pass a background check with a clear criminal record. A high school diploma is required. An Associate's degree with early childhood education units is preferred.
HRN offers a creative, flexible working environment where self-starters and collaborators are highly valued. The expected salary range for this position is between $18.90 to $20.05 an hour. The actual compensation will be determined based on experience and other factors permitted by law. The application and job description are available at www.hrntrinity.org/jobs. A cover letter, resume, and completed HRN job application are required to apply. A complete application package can be emailed to jobs@hrntrinity.org; mailed to PO Box 2370, Weaverville, CA 96093; or hand delivered to HRN at 111 Mountain View St., Weaverville, CA. This position will close on Friday, June 26th, at 4:00pm.

WORK WANTED

NOTICE TO READERS: California law requires that contractors taking jobs that total $1,000 or more (labor and/or materials) be licensed by the Contractors State License Board. State law also requires that contractors include their license number on all advertising. Check your contractor's status at www.cslb.ca.gov or 800-321-CSLB (2752). Unlicensed persons taking jobs that total less than $500 must state in their advertisements that they are not licensed by the Contractors State License Board.

ITEMS FOR SALE

ENTERTAINMENT

Trinity Dance and Fitness Studios, 10 Nugget Lane Studio B, Weaverville, offers karate & self-defense, ballet, tap, jazz, intro to tumbling, for toddlers to boomers. www.trinitydancefit.com. Continuously enrolling.

HEALTH & BEAUTY

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 400 plus procedures. Real dental insurance - NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-844-203-2677 www.dental50plus.com/calnews #6258 (Cal-SCAN)

HOME & GARDEN

Safe Step. North America?s #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and $1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-888-989-5749 (Cal-SCAN)

MISC. FOR SALE

Interior mobile home doors, natural wood color. $60.00 each. WEAVERVILLE 530-623-7486

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WEAVERVILLE UP-TOWN STORAGE
for all your storage needs inside or out! Best rates!
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PERSONALS

EVERYONE ELSE

Now may the Lord of peace himself give you peace at all times and in every way. The Lord be with all of you.
2 Thessalonians 3:16

To Advertise Call: 530-623-2055

PUBLIC NOTICE

Public Notice: Surplus Vehicle Sale- Sealed Bids Accepted
1998 Jeep Cherokee
4.0 L
VIN# 1J4FJ6856WL155721
199, 331 miles
Passed smog
2007 Kia Spectra
2.0 L
VIN# KNAFE122675442758
108,710 miles
Passed smog
2009 Kia Spectra
2.0 L
VIN# KNAFE22395593856
120, 675 miles
Passed smog
2009 Kia Spectra
2.0 L
VIN# KNAFE222195594469
115, 159 miles
Passed smog
Radio doesn't work
Vehicles are sold as is and may be inspected at the Trinity County Office of Education, 201 Memorial Drive, Weaverville. Hours for inspection will be between 8:00 a.m. and 3:00 p.m., Monday through Friday. For further information, or to call for an appointment, please contact Tim Edwards at (530) 623-2861 x247
Sealed bids must be submitted by 4:00 p.m. on June 12, 2026 to: Trinity County Office of Education ATTN: Tim Edwards – Sealed Bid, 201 Memorial Drive, PO Box 1256, Weaverville, CA 96093

SERVICES

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BIGFOOT INVESTIGATIONS
Please report sightings, tracks, or vocalizations to Tom Morris (925)930-8123 landline, no text or you can email: tommorris@msn.com and put in subject line (BIGFOOT). All reports are confidential and anonymous. Also, looking for people interested in field research. Please view the Tom Morris experience on YouTube. Donations greatly appreciated! Donors will receive updates.

BROKEN WINDSHIELD?
Call today to get your windshield replaced!
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Trinity Business Court
Weaverville

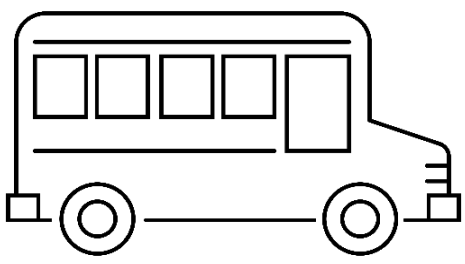
TRANSPORTATION

DO YOU OR SOMEONE YOU CARE ABOUT HAVE TRANSIT NEEDS THAT ARE NOT BEING MET?

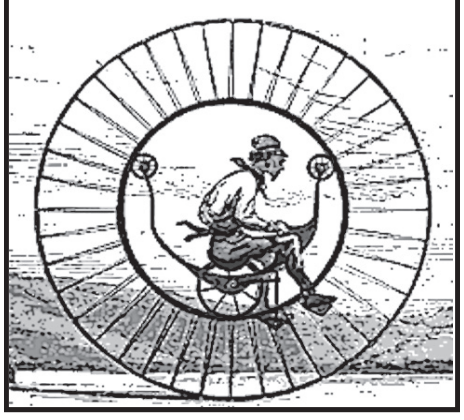
The Trinity County Transportation Commission (TCTC) is in the process of reviewing Unmet Transit Needs for 2026. This process is completed each year to consider transit needs in Trinity County. Now is the time to tell us if you have transit needs that are not being met, **no later than July 7, 2026**.

Contact us in the following ways:
- Phone: (530) 623-1365
- Email: transit@trinitycounty.org
- Letter: P.O. Box 2490, Weaverville, CA 96093

Attend the Unmet Transit Needs Public Hearing:
July 7, 2026 at 9:00 a.m. (or shortly thereafter)
Trinity County Board of Supervisors & Transportation Commission
351 Main Street, Weaverville, CA 96093



No matter what it might be, sell it with a classified ad in The Trinity Journal. Call 530-623-2055 to place your ad.
Deadline is Monday at noon.





PUBLIC NOTICES

NOTICE OF PETITION TO ADMINISTER

NOTICE OF PETITION TO ADMINISTER ESTATE OF:
FRANK FINLEY WORTHINGTON
CASE NO. 26PR022

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the WILL or estate, or both of **FRANK FINLEY WORTHINGTON.**
A PETITION FOR PROBATE has been filed by **JENNI VOLPI AKA JENNI WORTHINGTON VOLPI AKA JENNIFER VOLPI** in the Superior Court of California, County of Trinity.
THE PETITION FOR PROBATE requests that **JENNI VOLPI AKA JENNI WORTHINGTON VOLPI AKA JENNIFER VOLPI** be appointed as personal representative to administer the estate of the decedent.
THE PETITION requests the decedent's WILL and codicils, if any, be admitted to probate. The WILL and any codicils are available for examination in the file kept by the court.
THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.
A HEARING on the petition will be held in this court as follows: **07/27/26 at 11:00AM in Dept. 2** located at 11 COURT STREET, WEAVERVILLE, CA 96093
IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.
IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code.
Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.
YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.
Attorney for Petitioner
DARYL J. REESE - SBN 298780
DARYL REESE LAW GROUP, PC
3843 BRICKWAY BLVD., STE. 204
SANTA ROSA CA 95403
Telephone (707) 858-5000
BSC 228530

5/27, 6/3, 6/10/26
CNS-4045427#
TRINITY JOURNAL

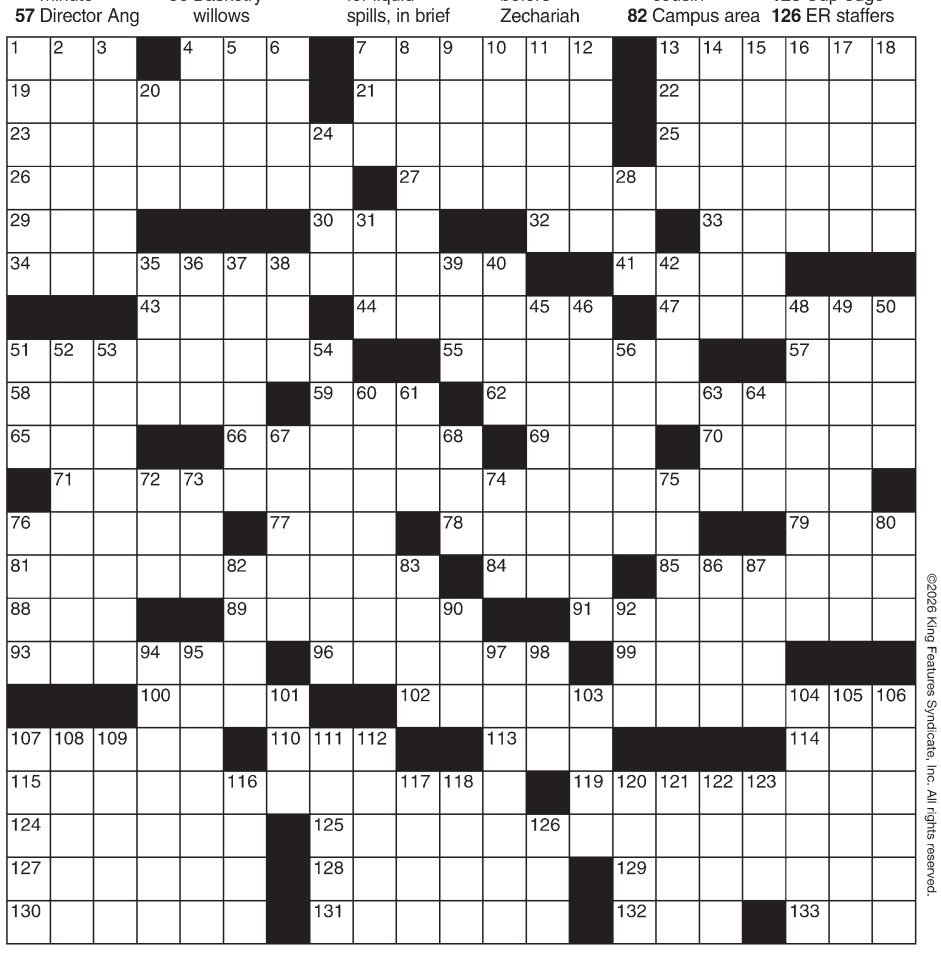
NOTICE OF TRUSTEE SALE

T.S. No. 1371416-CA APN: 024-520-35-00 NOTICE OF TRUSTEE'S SALE IMPORTANT NOTICE TO PROPERTY OWNER: YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 3/26/2008. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER On 6/30/2026 at 9:00 AM, CLEAR RECON CORP, as duly appointed trustee under and pursuant to Deed of Trust recorded 4/11/2008 as Instrument No. 200801125 of Official Records in the office of the County Recorder of Trinity County, State of CALIFORNIA executed by: LEON CODY, AND DARLENE CODY, HUSBAND AND WIFE WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, SAVINGS ASSOCIATION, OR SAVINGS BANK SPECIFIED IN SECTION 5102 OF THE FINANCIAL CODE AND AUTHORIZED TO DO BUSINESS IN THIS STATE; AT THE COURT STREET ENTRANCE OF THE SUPERIOR COURT OF TRINITY COUNTY, 11 COURT STREET, WEAVERVILLE, CA 96093 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as: MORE ACCURATELY DESCRIBED IN SAID DEED OF TRUST The street address and other common designation, if any, of the real property described above is purported to be: 1616 S MAIN STREET, WEAVERVILLE, CA 96093, NKA, 2000 MAIN STREET, WEAVERVILLE, CA 96093 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be held, but without covenant or warranty, express or implied, regarding title, possession, condition, or encumbrances, including fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to pay the remaining principal sums of the note(s) secured by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: $348,459.55 If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned or its predecessor caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (855) 313-3319 or visit this Internet website www.clearreconcorp.com, using the file number assigned to this case 1371416-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. NOTICE TO TENANT: Effective January 1, 2021, you may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call (855) 313-3319, or visit this internet website www.clearreconcorp.com, using the file number assigned to this case 1371416-CA to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase. FOR SALES INFORMATION: (855) 313-3319 CLEAR RECON CORP 3333 Camino Del Rio South, Suite 225 San Diego, California 92108 May 27, June 3, 10, 2026

Super Crossword — D-PARTING

ACROSS
1 PlayStation 3 competitor
4 Prefix for "bird"
7 Man-to-man term of endearment
13 Luau skirt
19 Native (to)
21 Modern way to shop
22 Neckwear clasp
23 Noteworthy septet of piers?
25 Spanish fleet
26 Worship
27 Publicly revealing Edison's secret?
29 Bottom-row PC key
30 Recipe qty.
32 Overly
33 Eggs' shapes
34 Successfully trap a moray?
41 Shrek is one
43 "There oughta be —!"
44 Dozing
47 Spellbound
51 "This works like a charm!"
55 Up-to-the-minute
57 Director Ang
58 Like family-friendly films
59 Pres. after FDR
62 Bring a Ferris wheel to a complete stop?
65 Scrape (by)
66 Charlotte —, Virgin Islands
69 Internet ID
70 TV host Philbin
71 Like a king who has wild mood swings?
76 Burns a little
77 Army NCO
78 Teensy bit
79 Noted period
81 Ruling eagle sitting in her high nest?
84 Org. giving tows
85 Iridescent button materials
88 Architect I.M. from China
89 "Avengers: Age of —" (2015 Marvel film)
91 Government revenue sources
93 Ukraine port
96 Basketry willows
99 Shout
100 Mask
102 Wish you had never met the star of "Firestarter"?
107 Curved
110 — Fridays (restaurant)
113 Bank acct. amount
114 Uncooked
115 Response to a question about "Swan Lake"?
119 1996 #1 hit for Los del Rio
124 Funnel-shaped bloom
125 People with unorthodox opinions about a girl in Wonderland?
127 Quick raids
128 Cringed
129 Sugar alcohol used as a sweetener
130 Tiny amounts
131 Goes hastily
132 From — Z
133 Pop/soul singer Des'—

DOWN
1 Floor cleaner for liquid spills, in brief
2 Suffering, figuratively
3 — -Kit (police face-maker)
4 Part of ACLU: Abbr.
5 — voce
6 "High Rollers" rapper
7 See 109-Down
8 With the wish (of)
9 Actress Summer of "Serenity"
10 Encircled with a band
11 Not suitable
12 Like many simple questions
13 TDs or RBI
14 Loud warning device
15 Eliminator
16 Former first lady Michelle
17 Rafael of tennis
18 Lawn surface
20 Suffix of nationalities
24 Amsterdam is its cap.
28 Sticky gunk
31 Island setting
35 Appellation
36 Dressed
37 Bible book before Zechariah
38 Prefix with light
39 Pipe joint
40 Foliage unit
42 Stan of jazz
45 Region of pre-Roman Italy
46 Viewed intently
48 Some wheel adjusters
49 Animal's "family tree"
50 Golf pegs
51 Deep anger
52 Pay attention
53 Sault —, Mich.
54 Replace with
56 Bud of Cooperstown
60 Some roofing specialists
61 Up to, in brief
63 Suffix with southwest
64 Outdoor gear retailer
67 Large city in Iraq
68 Raised RRs
72 "Either he goes — go!"
73 Mao — -tung
74 Diva Sumac
75 Boomer's kid
76 Mafia chief
80 Horse cousin
82 Campus area
83 Film genre
86 Skillfully
87 Tranquil
90 Modern, in Munich
92 Scottish port
94 Varnish resin
95 Judgy glance
97 Make more offspring
98 Govt. loan agency
101 LAX guess
103 — mater
104 Collier's tram
105 Really bug
106 Discarded PCs or TVs
107 At the stern
108 Barber's tool
109 With 7-Down, the original "It" girl
111 Chews on
112 Town on Long Island's South Shore
116 Russian news agency
117 Chablis, e.g.
118 Ovid's "Lo!"
120 Brand of athletic shoes
121 "— la vie"
122 Slangy suffix with buck
123 Cup edge
126 ER staffers



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Affidavit of Publication

No. Display Ad

{ Trinity Transit Service
P.O. Box 2460
{ Weaverville, CA 96093

STATE OF CALIFORNIA
SS.
COUNTY OF TRINITY

Wayne R. Agner of the said County, being duly sworn, deposes and says:

That he is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years and that he is not a party to, nor interested in the above entitled matter;

That he is the publisher of The Trinity Journal, a newspaper of general circulation published in the Town of Weaverville, County of Trinity, and which newspaper at all times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said Town of Weaverville, County of Trinity, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to; and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

July 1, 2026

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed at Weaverville, California, on the 1st day of July 2026.

Wayne R. Agner

WAYNE R. AGNER
Publisher

AFFIDAVIT OF PUBLICATION OF

PUBLIC NOTICE
"Unmet Needs"

BY TRINITY JOURNAL

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Email or phone

Password

Trinity Transit

Intro

A local and regional bus service connecting you to Trinity County communities and transit services from Redding to the coast...and beyond!

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4

Like Comment

Trinity Transit
June 5 at 12:37 PM ·

Do you or someone you care about have transit needs that are not being met? See the flyer below.



Trinity Transit
Transit System

Send message

1

9

Like Comment

Trinity Transit
May 21 at 4:42 PM ·

Monday May 25, 2026 is an observed county holiday and there is no transit service.

Send message

Trinity Transit

Social Services Transportation Advisory Council (SSTAC)

Trinity Transit

Transportation Commission

Overview

The Trinity County Transportation Commission (TCTC) is established by Section 29535 of the Government Code. Section 29535 requires a local transportation commission that is designated as a Regional Transportation Planning Agency (RTPA) responsible for area wide transportation planning in Trinity County.

Our Mission

The mission of the TCTC is to plan, communicate and coordinate with the citizens and regional partners of Trinity County, and with Caltrans to identify transportation needs, propose solutions, and assist in implementing projects to create a balanced transportation system, while protecting the rural qualities and historic character of Trinity County.

Members

Trinity County's RTPA activities are conducted under the direction of the locally elected 5-member Trinity County Board of Supervisors who sit as Board Members for the TCTC. Trinity County's Director of Transportation serves as the Executive Secretary to the TCTC.

Agendas & Minutes

Agendas are available prior to the meetings. Minutes are available following approval.

View Most Recent Agendas and Minutes

NOTICE OF UNMET TRANSIT NEEDS PUBLIC HEARING

TCTC is in the process of reviewing Unmet Transit Needs for 2026. This process is completed each year to consider transit needs in Trinity County. Now is the time to tell us if you have transit needs that are not being met, no later than July 7, 2026.

Contact us in the following ways:

- Phone: (530) 623-1365 - Email: transit@trinitycounty.org - Letter: P.O. Box 2490, Weaverville, CA 96093

Attend the Unmet Transit Needs Public Hearing:

- July 7, 2026 at 9:00 a.m. (or shortly thereafter) - 351 Main Street, Weaverville, CA 96093

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY SITTING AS THE TRINITY COUNTY TRANSPORTATION COMMISSION WHICH FINDS THERE ARE NO UNMET TRANSIT NEEDS IN TRINITY COUNTY THAT ARE REASONABLE TO MEET FOR FY 2026-27

WHEREAS, Section 99401.5 of the California Public Utilities Code (PUC) requires transportation planning agencies to conduct an annual assessment to determine whether unmet transit needs exist within their jurisdictions; and

WHEREAS, the Trinity County Transportation Commission (TCTC) is the designated Regional Transportation Planning Agency (RTPA) for the County of Trinity and is responsible for administering the Transportation Development Act (TDA) program within the county; and

WHEREAS, TCTC adopted definitions of "Unmet Transit Need" and "Reasonable to Meet" by Resolution No. 2025-032 on June 3, 2025; and

WHEREAS, TCTC staff has reviewed existing transit services and conducted the annual Unmet Transit Needs assessment; and

WHEREAS, the Social Services Transportation Advisory Council (SSTAC) met on June 24, 2026, to review public comments, evaluate transit needs within Trinity County, and provide a recommendation to the Commission; and

WHEREAS, interested persons were provided notice of and an opportunity to participate in a public hearing in accordance with California Public Utilities Code Section 99238.5; and

WHEREAS, TCTC conducted the public hearing on July 7, 2026, to determine whether there are unmet transit needs within Trinity County that are reasonable to meet; and

WHEREAS, TCTC has reviewed the SSTAC recommendation and all other information presented as part of the annual Unmet Transit Needs process; and

WHEREAS, TCTC recognizes that, while additional transportation needs were identified during the annual Unmet Transit Needs process, those needs do not meet the Commission's adopted definition of "Reasonable to Meet" contained in Resolution No. 2025-032.

NOW, THEREFORE, BE IT RESOLVED that the Trinity County Transportation Commission hereby finds that there are no unmet transit needs in Trinity County that are reasonable to meet for FY 2026-27.

DULY PASSED AND ADOPTED this 4th day of August, 2026 by the Board of Supervisors of the County of Trinity, sitting as the Trinity County Transportation Commission by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

_____
HEIDI CARPENTER-HARRIS, CHAIRMAN
Board of Supervisors, sitting as the
Transportation Commission
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Solid Waste
Contact:	Trent Tuthill
Phone:	530-623-1382
Item:	E.1. Resolution - SW Parcel Fee Delinquent List 26/27

Requested Action
Conduct a public hearing to consider adopting a resolution confirming the FY 26/27 Solid Waste parcel fee delinquent list.

Fiscal Impact
No impact to the General Fund; estimated revenue in the amount of $275,000 to the Solid Waste Enterprise Fund.

Summary
Conduct a Public Hearing to receive any objections or protests to the FY 26/27 Delinquent List for the Solid Waste Parcel Fees and adopt a resolution which confirms this list.

Discussion
Annual Solid Waste Parcel Fees were billed April 10, 2026 and were due by June 30, 2026. Notice of the hearing was mailed July 9, 2026 and was published July 22 and July 29, 2026 in the Trinity Journal. The delinquent fees set forth in the report as confirmed shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the delinquent fees.

This is the same process that has been followed in prior years.

Alternatives Including Fiscal Impact
Do not conduct a public hearing and give direction to staff.

Departmental Recommendation
Government Code Section 25831(a) requires a public hearing regarding the report of delinquent fees and any objections or protests to the report at least once a year.

Staff recommendation is that the Board conduct a public hearing to consider the adoption of a resolution confirming the Solid Waste report of delinquent fees, hear any objections or protests to the report, and accept any supplemental payments presented for fiscal year 2026/2027.

CAO Recommendation
Approve as Requested

GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205]

(Title 3 added by Stats. 1947, Ch. 424.)

DIVISION 2. OFFICERS [24000 - 28085]

(Division 2 added by Stats. 1947, Ch. 424.)

PART 2. BOARD OF SUPERVISORS [25000 - 26490]

(Part 2 added by Stats. 1947, Ch. 424.)

CHAPTER 8. Health and Safety [25800 - 25846]

(Chapter 8 added by Stats. 1947, Ch. 424.)

ARTICLE 2. Disposal Facilities [25820 - 25832]

(Article 2 added by Stats. 1947, Ch. 424.)

25830.

(a) On or before the first day of July of each calendar year, the board of supervisors of any county may, by resolution or ordinance, establish a schedule of fees to be imposed on land within the unincorporated area of the county and incorporated areas of the county where cities do not provide their own waste disposal sites, revenue from the fees to be used for the acquisition, operation, and maintenance of county waste disposal sites and for financing waste collection, processing, reclamation, and disposal services, where those services are provided. In establishing the schedule of fees, the board of supervisors shall classify the land based upon the various uses to which the land is put, the volume of waste occurring from the different land uses and any other factors that the board determines would reasonably relate the waste disposal fee to the land upon which it would be imposed. Fees imposed within the incorporated and unincorporated areas shall be uniform. Prior to imposing fees within an incorporated area, the board of supervisors shall obtain the consent of the legislative body of the city to impose the fees.

(b) The board shall set a reasonable fee for each category established and divide the land according to categories and ownership; provided, however, that the board shall establish categories of land for which:

(1) No services are provided and no fee required.

(2) Services are provided and no fee required.

(c) The board shall determine eligibility for inclusion in these categories, upon application, on a case-by-case basis. The board shall impose the appropriate fee upon each division of land and provide for the billing and collection of the fees. The fees may be established, billed, and collected on a monthly or yearly basis, and may be billed and collected by the county tax collector as part of the regular county tax billing system.

(Amended by Stats. 1992, Ch. 269, Sec. 1. Effective July 20, 1992.)

25831.
Any fees authorized pursuant to Section 25830, or pursuant to Section 40059 of the Public Resources Code, that remain unpaid for a period of 60 or more days after the date upon which they were billed may be collected thereafter by the county as provided in this section.

(a) At least once a year, the board of supervisors shall cause to be prepared a report of delinquent fees. The board shall fix a time, date, and place for hearing the report and any objections or protests to the report.

(b) The board shall cause notice of the hearing to be mailed to the landowners listed on the report not less than 10 days prior to the date of the hearing.

(c) At the hearing, the board shall hear any objections or protests of landowners liable to be assessed for delinquent fees. The board may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.

(d) The delinquent fees set forth in the report as confirmed, or the list prepared pursuant to subdivision (e), shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the delinquent fees. A certified copy of the confirmed report, or the list prepared pursuant to subdivision (e), shall be filed with the county auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the county recorder of the county in which the property is situated, of a certified copy of the resolution of confirmation or the list prepared pursuant to subdivision (e). The assessment may be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes. All laws applicable to the levy, collection, and enforcement of county ad valorem property taxes shall be applicable to the assessment, except that if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to the real property and the delinquent fees, as confirmed, relating to the property shall be transferred to the unsecured roll for collection.

(e) The requirements of subdivisions (a), (b), and (c) may be waived only if the county has adopted an alternative administrative procedure that allows property owners to appeal the solid waste fee and property owners are notified of their right to appeal. A list of delinquent fees shall be prepared showing the assessments of each respective parcel and shall be filed with the auditor.

(Amended by Stats. 2005, Ch. 564, Sec. 2. Effective January 1, 2006.)

TRINITY COUNTY SOLID WASTE

P.O. BOX 2700 / 173 TOM BELL RD
WEAVERVILLE, CA 96093
530 623-1326 530 623-5015 FAX

Date: July 20, 2026

By Email To: Trinity Journal Ads (tjads@trinityjournal.com)

From: Diane Rader, Deputy Director

Subject: PLEASE PUBLISH THE FOLLOWING LEGAL AD

Please publish the following as a legal ad in the July 22, 2026 and July 29, 2026, issues of the Journal.

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

At 9:00 AM or as soon thereafter as may be heard on August 4, 2026 the Board of Supervisors will conduct a Public Hearing in the Board Chambers of the Weaverville Library to consider objections or protests concerning individual late penalties and delinquent payments for the solid waste parcel fees for the 2026-2027 fiscal year. Once the Board confirms delinquent fees by resolution, they become an assessment against your property. If you wish to protest the late penalties you may appear at the meeting to state your protest. Trinity County Solid Waste, 530-623-1326.

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

At 9:00 AM or as soon thereafter as may be heard on August 4, 2026 the Board of Supervisors will conduct a Public Hearing in the Board Chambers of the Weaverville Library to consider objections or protests concerning individual late penalties and delinquent payments for the solid waste parcel fees for the 2026-2027 fiscal year. Once the Board confirms delinquent fees by resolution, they become an assessment against your property. If you wish to protest the late penalties you may appear at the meeting to state your protest. Trinity County Solid Waste, 530-623-1326.

July 22, 29, 2026

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY CONFIRMING THE 2026/2027 DELINQUENT LIST REGARDING THE SOLID WASTE PARCEL FEE

WHEREAS, pursuant to Government Code Section 25830, on March 17 2026, the Trinity County Board of Supervisors adopted resolution No 2026-021 which established certain solid waste fees for the County of Trinity; and

WHEREAS, said fees were due and payable to the County of Trinity on June 30, 2026; and

WHEREAS, the Board of Supervisors caused to be prepared a Solid Waste Disposal Fee Delinquent List report; and

WHEREAS, pursuant to Government Code Section 25831, on August 4, 2026 the Board of Supervisors held a public hearing to consider the Solid Waste Disposal Fee Delinquent List Report; and

WHEREAS, the Board of Supervisors caused to be mailed notice to the landowners listed as being delinquent in paying the Disposal Fees not less than 10 days prior to the hearing; and

WHEREAS, various comments were received from the public regarding said delinquent report and the Board made such revisions or corrections to said report as it deemed just;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity hereby confirms the 2026/2027 Solid Waste Disposal Fee Delinquent List Report, a certified copy of which is on file in the Office of the Clerk of the Board of Supervisors and the County Auditor.

DULY PASSED AND ADOPTED this 4th day of August, 2026 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES:	Supervisors
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

_____
HEIDI CARPENTER-HARRIS, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

SOLID WASTE PARCEL FEE
DELINQUENT LIST 07/31/26

BILL #	APN	SECURED	UNSECURED
15	000-000-080-022		$1,735.00
18	000-000-080-026		$835.00
25	000-000-080-040		$2,855.00
28	000-000-080-050		$235.00
32	000-000-080-054		$135.00
34	000-000-080-060		$135.00
36	000-000-080-706		$235.00
39	001-011-006-000	$235.00	
41	001-011-009-000	$135.00	
50	001-011-032-000	$135.00	
51	001-011-033-000	$135.00	
55	001-011-042-000	$135.00	
58	001-011-045-000	$135.00	
63	001-022-008-000	$135.00	
82	001-040-006-000	$135.00	
102	001-051-010-000	$35.00	
104	001-051-012-000	$135.00	
121	001-052-006-000	$135.00	
131	001-053-015-000	$35.00	
135	001-070-017-000	$135.00	
140	001-070-025-000	$235.00	
141	001-070-027-000	$1,280.00	
149	001-090-034-000	$100.00	
150	001-090-035-000	$135.00	
151	001-090-036-000	$135.00	
153	001-100-001-000	$135.00	
167	001-100-051-000	$135.00	
176	001-111-007-000	$100.00	
186	001-112-021-000	$135.00	
197	001-120-043-000	$435.00	
199	001-120-045-000	$395.00	
204	001-131-006-000	$135.00	
205	001-132-018-000	$135.00	
208	001-140-003-000	$135.00	
215	001-140-018-000	$535.00	
219	001-140-023-000	$135.00	
221	001-140-026-000	$535.00	
229	001-150-024-000	$475.00	
233	001-172-004-000	$35.00	
250	001-190-013-000	$135.00	
262	001-190-026-000	$135.00	
280	001-200-046-000	$135.00	
287	001-210-003-000	$135.00	
292	001-210-017-000	$135.00	
322	001-240-013-000	$135.00	
343	001-250-010-000	$135.00	

TOTAL SECURED	$266,100.00
TOTAL UNSECURED	$7,785.00
GRAND TOTAL	$273,885.00

348	001-250-015-000	$135.00
352	001-250-020-000	$135.00
361	002-015-004-000	$135.00
370	002-030-011-000	$135.00
372	002-030-014-000	$135.00
394	002-040-045-000	$135.00
395	002-050-003-000	$235.00
396	002-050-004-000	$135.00
402	002-050-016-000	$135.00
410	002-060-012-000	$135.00
414	002-060-026-000	$235.00
421	002-072-034-000	$2,735.00
423	002-072-036-000	$135.00
452	002-090-012-000	$135.00
454	002-090-015-000	$135.00
455	002-090-017-000	$135.00
459	002-090-029-000	$135.00
461	002-090-036-000	$135.00
466	002-090-051-000	$385.00
468	002-090-057-000	$435.00
473	002-090-069-000	$135.00
489	002-100-055-000	$135.00
490	002-100-056-000	$135.00
500	002-100-069-000	$135.00
507	002-100-078-000	$135.00
512	002-110-011-000	$35.00
520	002-110-026-000	$135.00
540	002-120-014-000	$485.00
542	002-120-021-000	$135.00
545	002-120-029-000	$100.00
548	002-120-037-000	$135.00
554	002-120-051-000	$135.00
555	002-120-052-000	$135.00
559	002-120-060-000	$135.00
561	002-120-067-000	$135.00
572	002-130-005-000	$135.00
577	002-130-022-000	$135.00
578	002-130-023-000	$135.00
579	002-130-024-000	$5.00
580	002-130-025-000	$135.00
583	002-130-030-000	$135.00
606	002-140-024-000	$135.00
634	004-280-028-000	$135.00
650	005-280-005-000	$135.00
652	005-310-013-000	$135.00
656	005-370-003-000	$135.00
660	005-370-016-000	$135.00

661	005-370-018-000	$235.00
662	005-370-026-000	$135.00
665	005-370-041-000	$135.00
667	005-370-044-000	$135.00
668	005-370-045-000	$135.00
676	007-120-052-000	$135.00
677	007-120-053-000	$135.00
679	007-120-055-000	$135.00
682	007-120-064-000	$135.00
690	007-220-076-000	$135.00
700	007-290-014-000	$135.00
720	007-400-041-000	$135.00
724	007-400-051-000	$135.00
728	007-410-003-000	$135.00
741	007-410-035-000	$135.00
743	007-410-037-000	$135.00
744	007-410-038-000	$135.00
753	007-420-013-000	$135.00
761	007-420-026-000	$335.00
763	007-420-030-000	$135.00
766	007-420-033-000	$135.00
769	007-420-036-000	$135.00
777	007-420-053-000	$135.00
784	007-430-005-000	$235.00
800	007-430-032-000	$135.00
803	007-440-002-000	$135.00
808	007-440-012-000	$135.00
842	007-450-027-000	$135.00
844	007-450-029-000	$135.00
867	007-530-013-000	$135.00
873	007-530-020-000	$135.00
900	007-550-001-000	$135.00
921	007-550-029-000	$135.00
934	007-550-048-000	$135.00
938	007-550-055-000	$135.00
951	007-560-015-000	$135.00
953	007-560-017-000	$135.00
963	007-570-009-000	$135.00
966	007-570-012-000	$135.00
980	007-570-029-000	$135.00
983	007-570-032-000	$135.00
991	007-570-045-000	$135.00
993	007-580-002-000	$135.00
1017	007-610-009-000	$135.00
1019	007-610-016-000	$135.00
1022	007-620-002-000	$135.00
1033	007-620-025-000	$135.00

1035	007-620-028-000	$135.00
1037	007-620-032-000	$135.00
1041	007-630-001-000	$135.00
1045	007-630-008-000	$135.00
1049	007-630-012-000	$135.00
1051	007-630-015-000	$135.00
1056	007-640-010-000	$135.00
1066	007-650-010-000	$135.00
1067	007-650-011-000	$135.00
1088	007-670-013-000	$135.00
1091	007-680-014-000	$135.00
1094	007-690-006-000	$135.00
1129	007-740-001-000	$135.00
1133	007-740-026-000	$135.00
1141	007-740-044-000	$35.00
1144	007-740-054-000	$135.00
1157	007-750-019-000	$135.00
1159	007-760-001-000	$135.00
1169	008-010-018-000	$85.00
1172	008-020-038-000	$335.00
1176	008-020-067-000	$135.00
1177	008-020-068-000	$135.00
1181	008-030-069-000	$135.00
1182	008-030-070-000	$135.00
1183	008-030-073-000	$135.00
1187	008-030-077-000	$135.00
1196	008-040-057-000	$135.00
1200	008-060-012-000	$1,635.00
1202	008-060-015-000	$135.00
1210	008-070-014-000	$135.00
1211	008-070-019-000	$135.00
1212	008-070-020-000	$135.00
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1223	008-110-013-000	$135.00
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1227	008-110-039-000	$235.00
1231	008-110-066-000	$135.00
1245	008-150-008-000	$135.00
1250	008-150-034-000	$235.00
1252	008-150-038-000	$135.00
1256	008-150-044-000	$135.00
1258	008-150-048-000	$135.00
1262	008-150-054-000	$435.00
1263	008-150-055-000	$135.00
1266	008-200-009-000	$135.00
1268	008-200-021-000	$135.00
1269	008-200-022-000	$135.00

1271	008-200-024-000	$135.00
1272	008-200-025-000	$135.00
1277	008-200-042-000	$135.00
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1282	008-210-029-000	$135.00
1285	008-210-042-000	$135.00
1287	008-210-045-000	$135.00
1290	008-260-002-000	$135.00
1303	008-310-008-000	$135.00
1305	008-310-017-000	$135.00
1307	008-310-020-000	$135.00
1308	008-310-022-000	$335.00
1314	008-310-034-000	$1,435.00
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1321	008-330-031-000	$135.00
1325	008-340-013-000	$135.00
1328	008-340-022-000	$135.00
1331	008-340-025-000	$135.00
1334	008-340-030-000	$135.00
1337	008-360-004-000	$135.00
1339	008-360-013-000	$235.00
1340	008-360-014-000	$135.00
1342	008-360-019-000	$235.00
1345	008-360-022-000	$235.00
1347	008-370-006-000	$135.00
1348	008-370-012-000	$135.00
1356	008-370-027-000	$135.00
1357	008-370-028-000	$135.00
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1359	008-370-030-000	$135.00
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1389	008-400-046-000	$135.00
1390	008-400-047-000	$135.00
1398	008-400-055-000	$135.00
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1430	008-420-010-000	$135.00
1431	008-420-011-000	$235.00
1432	008-420-013-000	$135.00
1433	008-420-014-000	$135.00

1437	008-430-002-000	$235.00
1438	008-430-005-000	$135.00
1439	008-430-007-000	$135.00
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1443	008-440-012-000	$135.00
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1447	008-440-025-000	$135.00
1448	008-440-030-000	$135.00
1450	008-440-035-000	$135.00
1451	008-440-036-000	$135.00
1452	008-440-037-000	$135.00
1456	008-440-043-000	$135.00
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1469	008-440-068-000	$85.00
1470	008-440-069-000	$135.00
1471	008-440-070-000	$135.00
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1474	008-450-002-000	$135.00
1483	008-460-008-000	$135.00
1484	008-460-009-000	$135.00
1487	008-460-013-000	$135.00
1488	008-470-007-000	$135.00
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1512	008-480-061-000	$135.00
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1533	008-490-019-000	$135.00
1535	008-490-021-000	$135.00
1537	008-490-028-000	$135.00
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1548	008-490-052-000	$135.00
1553	008-490-062-000	$135.00
1554	008-490-063-000	$35.00
1555	008-490-064-000	$135.00
1557	008-490-066-000	$135.00
1558	008-490-067-000	$135.00
1559	008-490-068-000	$135.00

1560	008-490-069-000	$135.00
1563	008-500-009-000	$135.00
1569	008-520-029-000	$135.00
1571	008-520-036-000	$135.00
1576	008-520-042-000	$85.00
1579	008-530-002-000	$135.00
1584	008-540-005-000	$135.00
1585	008-540-006-000	$135.00
1586	008-540-008-000	$135.00
1588	008-550-003-000	$135.00
1591	008-550-007-000	$235.00
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1600	008-570-003-000	$135.00
1602	008-570-010-000	$135.00
1604	008-570-012-000	$235.00
1608	008-580-002-000	$135.00
1609	008-580-004-000	$135.00
1615	008-600-002-000	$135.00
1618	008-600-005-000	$135.00
1620	008-600-008-000	$135.00
1624	008-610-002-000	$135.00
1626	008-610-006-000	$435.00
1629	008-610-011-000	$135.00
1630	008-610-012-000	$135.00
1631	008-610-013-000	$135.00
1632	008-610-014-000	$135.00
1634	008-620-005-000	$1,035.00
1640	008-640-006-000	$135.00
1643	008-640-009-000	$135.00
1644	008-640-010-000	$135.00
1647	008-640-017-000	$135.00
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1657	008-660-005-000	$135.00
1662	008-660-012-000	$135.00
1663	008-660-013-000	$135.00
1671	008-670-010-000	$135.00
1672	008-670-011-000	$135.00
1686	008-680-009-000	$135.00
1690	008-680-016-000	$100.00
1698	008-690-007-000	$135.00
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1706	008-690-015-000	$135.00
1709	008-690-018-000	$135.00
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1749	008-720-010-000	$135.00

1751	008-720-014-000	$135.00
1753	008-720-017-000	$135.00
1766	008-730-012-000	$135.00
1772	008-730-022-000	$135.00
1778	008-740-008-000	$135.00
1780	008-740-010-000	$135.00
1783	008-740-013-000	$135.00
1784	008-740-018-000	$135.00
1793	008-760-003-000	$135.00
1795	008-760-005-000	$135.00
1796	008-760-006-000	$135.00
1797	008-760-007-000	$135.00
1800	008-760-011-000	$135.00
1803	008-760-019-000	$135.00
1812	008-770-011-000	$135.00
1813	008-770-013-000	$135.00
1814	008-770-014-000	$135.00
1828	008-790-012-000	$135.00
1837	008-800-007-000	$135.00
1839	008-800-009-000	$135.00
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1941	009-440-020-000	$135.00
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4952	019-710-004-000	$135.00
4956	019-720-001-000	$135.00
4958	019-720-005-000	$135.00
4965	019-730-008-000	$135.00
4969	019-750-001-000	$135.00
4971	019-750-005-000	$135.00
4972	019-750-008-000	$135.00
4977	019-750-019-000	$135.00

4978	019-750-021-000	$135.00
4980	019-750-023-000	$135.00
4984	020-040-017-000	$135.00
5001	020-080-029-000	$135.00
5002	020-100-020-000	$135.00
5004	020-100-037-000	$135.00
5009	020-120-003-000	$135.00
5011	020-120-021-000	$135.00
5012	020-120-023-000	$135.00
5013	020-120-025-000	$135.00
5022	020-280-014-000	$135.00
5028	020-280-041-000	$135.00
5033	020-280-056-000	$135.00
5034	020-300-021-000	$135.00
5047	020-340-014-000	$135.00
5050	020-340-030-000	$135.00
5056	020-360-002-000	$235.00
5058	020-360-011-000	$135.00
5060	020-360-017-000	$855.00
5063	020-370-008-000	$135.00
5068	020-370-018-000	$135.00
5069	020-370-019-000	$135.00
5070	020-380-002-000	$135.00
5071	020-380-007-000	$135.00
5074	020-380-014-000	$135.00
5075	020-390-005-000	$135.00
5077	020-400-005-000	$135.00
5081	020-430-006-000	$135.00
5084	020-450-006-000	$135.00
5088	020-460-009-000	$135.00
5089	020-460-010-000	$135.00
5090	020-460-011-000	$70.00
5092	020-480-005-000	$235.00
5094	020-490-004-000	$135.00
5097	020-490-012-000	$135.00
5098	020-500-001-000	$135.00
5100	020-500-004-000	$135.00
5104	020-500-021-000	$135.00
5111	020-510-013-000	$135.00
5112	020-510-015-000	$135.00
5113	020-510-016-000	$135.00
5115	020-510-020-000	$135.00
5116	020-510-024-000	$85.00
5120	020-510-039-000	$135.00
5121	020-510-040-000	$135.00
5122	020-510-042-000	$135.00
5125	020-520-020-000	$135.00

5132	021-160-024-000	$135.00
5137	021-200-017-000	$135.00
5144	024-010-006-000	$135.00
5147	024-010-011-000	$135.00
5153	024-010-044-000	$135.00
5155	024-010-048-000	$135.00
5156	024-010-050-000	$135.00
5158	024-020-003-000	$135.00
5159	024-020-004-000	$135.00
5160	024-020-007-000	$135.00
5164	024-020-036-000	$35.00
5176	024-030-034-000	$135.00
5179	024-030-045-000	$135.00
5181	024-030-048-000	$135.00
5187	024-050-032-000	$135.00
5188	024-050-035-000	$135.00
5189	024-050-036-000	$135.00
5190	024-050-042-000	$135.00
5193	024-050-047-000	$135.00
5194	024-050-048-000	$135.00
5196	024-050-059-000	$135.00
5198	024-050-063-000	$135.00
5201	024-050-078-000	$135.00
5208	024-070-013-000	$235.00
5211	024-070-019-000	$135.00
5217	024-080-002-000	$135.00
5220	024-080-019-000	$135.00
5221	024-080-020-000	$135.00
5224	024-080-024-000	$135.00
5229	024-090-018-000	$135.00
5235	024-100-009-000	$135.00
5239	024-100-014-000	$135.00
5243	024-110-006-000	$135.00
5245	024-110-010-000	$135.00
5255	024-120-016-000	$135.00
5270	024-120-047-000	$135.00
5276	024-120-056-000	$135.00
5281	024-130-001-000	$135.00
5321	024-150-010-000	$135.00
5324	024-150-015-000	$135.00
5325	024-150-016-000	$135.00
5361	024-160-017-000	$135.00
5387	024-190-024-000	$135.00
5397	024-190-051-000	$135.00
5398	024-190-057-000	$135.00
5399	024-190-058-000	$135.00
5407	024-190-068-000	$135.00

5409	024-190-070-000	$135.00
5411	024-190-074-000	$135.00
5412	024-200-025-000	$135.00
5413	024-200-026-000	$135.00
5423	024-220-048-000	$705.00
5436	024-230-012-000	$135.00
5438	024-230-014-000	$135.00
5454	024-260-022-000	$135.00
5456	024-260-026-000	$135.00
5459	024-270-004-000	$135.00
5463	024-270-011-000	$135.00
5464	024-270-012-000	$135.00
5465	024-270-013-000	$135.00
5466	024-280-002-000	$85.00
5470	024-280-008-000	$135.00
5472	024-290-006-000	$135.00
5482	024-300-005-000	$135.00
5485	024-300-009-000	$135.00
5487	024-300-014-000	$135.00
5490	024-300-026-000	$135.00
5503	024-310-023-000	$135.00
5506	024-310-026-000	$135.00
5520	024-340-005-000	$135.00
5547	024-360-029-000	$35.00
5554	024-360-037-000	$135.00
5579	024-380-028-000	$135.00
5591	024-390-025-000	$835.00
5610	024-390-063-000	$135.00
5631	024-420-010-000	$135.00
5635	024-430-005-000	$135.00
5641	024-430-017-000	$135.00
5654	024-430-030-000	$135.00
5677	024-430-076-000	$135.00
5680	024-430-079-000	$135.00
5687	024-430-087-000	$135.00
5701	024-450-011-000	$135.00
5717	024-460-010-000	$135.00
5718	024-460-011-000	$135.00
5719	024-460-012-000	$135.00
5720	024-460-013-000	$135.00
5723	024-460-016-000	$135.00
5724	024-460-017-000	$135.00
5726	024-460-019-000	$135.00
5746	024-460-044-000	$135.00
5748	024-460-047-000	$135.00
5751	024-460-051-000	$135.00
5759	024-470-010-000	$135.00

5768	024-470-023-000	$135.00
5771	024-470-026-000	$135.00
5787	024-470-048-000	$135.00
5788	024-470-049-000	$135.00
5796	024-480-014-000	$135.00
5802	024-480-020-000	$135.00
5803	024-480-021-000	$135.00
5805	024-480-023-000	$135.00
5825	024-490-019-000	$135.00
5827	024-490-021-000	$135.00
5829	024-490-023-000	$1,135.00
5835	024-490-030-000	$35.00
5839	024-490-053-000	$135.00
5844	024-500-005-000	$235.00
5845	024-500-006-000	$235.00
5856	024-500-042-000	$335.00
5862	024-500-056-000	$135.00
5865	024-500-065-000	$2,235.00
5868	024-500-068-000	$895.00
5871	024-500-074-000	$235.00
5873	024-510-006-000	$135.00
5876	024-510-010-000	$135.00
5886	024-510-027-000	$135.00
5891	024-510-036-000	$135.00
5896	024-510-045-000	$235.00
5898	024-510-050-000	$235.00
5899	024-510-052-000	$135.00
5908	024-510-074-000	$135.00
5924	024-520-004-000	$235.00
5926	024-520-008-000	$135.00
5927	024-520-009-000	$2,835.00
5935	024-520-026-000	$135.00
5945	024-520-038-000	$135.00
5957	024-530-017-000	$135.00
5959	024-530-020-000	$135.00
5989	024-550-014-000	$135.00
5998	024-560-017-000	$135.00
6000	024-570-011-000	$135.00
6005	024-570-018-000	$135.00
6007	024-570-020-000	$135.00
6018	024-580-011-000	$135.00
6040	024-600-008-000	$135.00
6049	024-600-024-000	$235.00
6051	024-600-026-000	$135.00
6065	024-610-017-000	$135.00
6068	024-610-020-000	$135.00
6073	024-610-033-000	$135.00

6075	024-610-035-000	$135.00
6079	024-620-004-000	$135.00
6083	024-620-009-000	$135.00
6088	024-640-009-000	$135.00
6093	024-640-016-000	$135.00
6095	024-650-004-000	$135.00
6098	024-650-010-000	$135.00
6099	024-650-014-000	$135.00
6100	024-650-022-000	$135.00
6103	024-650-025-000	$135.00
6111	024-650-042-000	$135.00
6116	024-670-003-000	$135.00
6120	024-670-029-000	$135.00
6128	024-670-045-000	$135.00
6129	024-670-048-000	$135.00
6135	024-680-004-000	$135.00
6141	024-680-015-000	$135.00
6143	024-680-018-000	$135.00
6145	024-680-021-000	$135.00
6147	024-680-023-000	$135.00
6151	024-680-027-000	$135.00
6162	024-680-042-000	$135.00
6172	024-690-001-000	$135.00
6180	024-690-011-000	$135.00
6182	024-690-017-000	$135.00
6194	025-010-011-000	$135.00
6195	025-010-015-000	$135.00
6199	025-020-006-000	$135.00
6212	025-050-013-000	$135.00
6222	025-090-022-000	$135.00
6223	025-090-024-000	$135.00
6224	025-090-027-000	$135.00
6225	025-090-034-000	$135.00
6227	025-090-039-000	$135.00
6228	025-090-040-000	$135.00
6230	025-090-048-000	$135.00
6231	025-090-049-000	$135.00
6232	025-100-002-000	$135.00
6234	025-100-015-000	$135.00
6239	025-100-039-000	$135.00
6250	025-110-041-000	$35.00
6254	025-110-045-000	$135.00
6255	025-110-047-000	$235.00
6263	025-120-010-000	$135.00
6264	025-120-012-000	$235.00
6273	025-140-004-000	$335.00
6276	025-140-016-000	$135.00

6277	025-140-017-000	$135.00
6278	025-140-019-000	$135.00
6282	025-140-032-000	$85.00
6283	025-140-033-000	$135.00
6285	025-140-039-000	$135.00
6288	025-140-042-000	$135.00
6294	025-170-032-000	$135.00
6299	025-180-002-000	$235.00
6304	025-180-021-000	$135.00
6307	025-180-029-000	$135.00
6314	025-190-005-000	$135.00
6319	025-200-011-000	$135.00
6320	025-200-014-000	$135.00
6323	025-200-019-000	$235.00
6324	025-220-011-000	$135.00
6325	025-220-014-000	$335.00
6326	025-220-015-000	$135.00
6340	025-250-012-000	$135.00
6341	025-250-015-000	$135.00
6345	025-250-023-000	$135.00
6348	025-250-027-000	$135.00
6349	025-250-030-000	$135.00
6357	025-260-011-000	$135.00
6371	025-260-043-000	$35.00
6372	025-270-003-000	$135.00
6379	025-270-017-000	$135.00
6380	025-270-018-000	$135.00
6381	025-270-019-000	$135.00
6385	025-270-029-000	$135.00
6388	025-270-040-000	$135.00
6394	025-270-051-000	$135.00
6399	025-290-013-000	$135.00
6400	025-290-014-000	$135.00
6402	025-290-016-000	$135.00
6406	025-290-033-000	$135.00
6411	025-290-041-000	$135.00
6413	025-300-005-000	$135.00
6421	025-310-009-000	$135.00
6425	025-310-028-000	$135.00
6431	025-310-040-000	$135.00
6432	025-310-041-000	$135.00
6434	025-310-043-000	$135.00
6438	025-320-006-000	$1,035.00
6439	025-320-008-000	$135.00
6449	025-320-038-000	$135.00
6455	025-320-058-000	$135.00
6462	025-320-068-000	$135.00

6470	025-330-002-000	$135.00
6477	025-330-015-000	$135.00
6486	025-350-005-000	$235.00
6487	025-350-006-000	$135.00
6490	025-350-010-000	$135.00
6491	025-350-012-000	$135.00
6496	025-350-022-000	$135.00
6498	025-350-025-000	$2,835.00
6500	025-350-029-000	$135.00
6503	025-350-033-000	$135.00
6504	025-350-035-000	$135.00
6508	025-350-039-000	$135.00
6509	025-350-040-000	$135.00
6513	025-350-044-000	$135.00
6519	025-350-053-000	$135.00
6522	025-350-057-000	$135.00
6527	025-400-025-000	$135.00
6532	025-410-008-000	$235.00
6538	025-410-024-000	$135.00
6539	025-410-025-000	$135.00
6540	025-410-026-000	$135.00
6542	025-410-028-000	$135.00
6543	025-420-003-000	$435.00
6548	025-430-004-000	$135.00
6552	025-430-013-000	$135.00
6553	025-430-015-000	$235.00
6555	025-430-017-000	$135.00
6577	025-460-012-000	$135.00
6580	025-460-018-000	$135.00
6583	025-470-003-000	$135.00
6584	025-470-004-000	$135.00
6588	025-470-009-000	$135.00
6589	025-470-010-000	$135.00
6592	025-480-002-000	$135.00
6595	025-480-009-000	$135.00
6606	025-490-014-000	$135.00
6607	025-490-015-000	$135.00
6609	025-510-002-000	$135.00
6615	025-510-009-000	$135.00
6617	025-510-011-000	$135.00
6629	025-530-005-000	$135.00
6636	025-530-023-000	$135.00
6637	025-530-026-000	$135.00
6639	025-530-030-000	$135.00
6644	025-530-035-000	$135.00
6646	025-530-037-000	$135.00
6651	025-540-006-000	$135.00

6655	025-540-016-000	$135.00
6657	025-540-018-000	$135.00
6659	025-540-025-000	$135.00
6667	025-540-042-000	$135.00
6668	025-540-045-000	$135.00
6671	025-550-008-000	$135.00
6672	025-550-009-000	$135.00
6674	025-550-014-000	$135.00
6678	025-550-019-000	$135.00
6686	025-570-003-000	$100.00
6698	025-570-017-000	$135.00
6701	025-570-020-000	$135.00
6707	025-570-026-000	$135.00
6714	025-570-033-000	$135.00
6716	025-570-035-000	$135.00
6731	025-570-050-000	$135.00
6732	025-570-052-000	$135.00
6737	025-570-059-000	$135.00
6741	025-580-001-000	$135.00
6742	025-580-002-000	$135.00
6743	025-580-003-000	$135.00
6747	025-580-007-000	$135.00
6748	025-580-008-000	$135.00
6753	025-580-013-000	$135.00
6755	025-580-015-000	$135.00
6756	025-580-016-000	$135.00
6757	025-580-017-000	$135.00
6758	025-580-018-000	$135.00
6759	025-580-020-000	$135.00
6760	025-580-022-000	$135.00
6767	025-580-029-000	$135.00
6775	025-590-001-000	$135.00
6777	025-590-003-000	$35.00
6783	025-590-009-000	$135.00
6784	025-590-010-000	$135.00
6786	025-590-012-000	$135.00
6790	025-590-020-000	$135.00
6800	025-590-030-000	$135.00
6809	025-590-039-000	$135.00
6810	025-590-040-000	$135.00
6813	025-590-043-000	$135.00
6819	025-590-049-000	$135.00
6823	025-590-053-000	$135.00
6835	025-600-008-000	$135.00
6836	025-600-011-000	$135.00
6854	025-610-006-000	$135.00
6858	025-620-001-000	$135.00

SOLID WASTE PARCEL FEE
DELINQUENT LIST 07/31/26

6866	025-620-012-000	$135.00	
6874	025-630-005-000	$755.00	
6876	025-630-008-000	$135.00	
6883	025-630-027-000	$135.00	
6888	025-630-037-000	$135.00	
6889	025-630-039-000	$135.00	
6895	025-630-050-000	$135.00	
6901	025-640-002-000	$135.00	
6905	025-640-007-000	$135.00	
6912	025-650-007-000	$135.00	
6919	025-660-008-000	$135.00	
6922	025-660-011-000	$235.00	
6927	025-660-020-000	$135.00	
6933	025-660-027-000	$135.00	
6938	025-660-033-000	$135.00	
6950	025-670-001-000	$135.00	
6952	025-670-006-000	$135.00	
6954	025-670-008-000	$135.00	
6955	025-670-015-000	$235.00	
6956	025-670-016-000	$135.00	
6968	080-010-001-000	$135.00	
6974	850-000-012-000		$135.00
6975	850-000-014-000		$135.00
6987	850-000-031-000		$135.00
6990	850-000-034-000		$135.00
6998	850-000-047-000		$135.00
7000	850-000-049-000		$135.00
7006	850-000-059-000		$135.00
7012	910-000-085-000		$135.00
7013	910-000-086-000		$135.00
7016	910-000-089-000		$135.00
7017	910-000-090-000		$135.00
7019	910-000-092-000		$135.00
7027	910-000-298-000	$135.00	
7029	910-000-333-000	$135.00	
	SECURED TOTAL	$266,100.00	
	UNSECURED TOTAL		$7,785.00
	GRAND TOTAL		$273,885.00

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	General Services
Contact:	Trent Tuthill
Phone:	530-623-1382
Item:	F.1. Budget Adjustment - General Services/1750 & Contingency/9901

Requested Action
Approve a budget adjustment for FY 25/26 for General Services - Dept. 1750 increasing Salaries & Benefits by $20,987; and approving a budget adjustment for FY 25/26 for General Fund Contingency - Dept. 9901 decreasing provisions for contingency by $20,987.

Fiscal Impact
Increase in General Fund appropriations in the amount of $20,987; current Contingency balance is $493,612.

Summary
Approve a Budget Adjustment for Fiscal Year 25/26 increasing Expense Code 100—Salaries & Benefits in the amount of $20,987, and approve a Budget Adjustment requesting General Fund Contingency—Department 9901.

Discussion
This item requests contingency to cover two full-time employees' medical contributions that were erroneously missed during the personnel budgeting process for FY 25/26. As these two employees do not receive the medical benefits, but instead are included in the Opt-Out provisions per their units MOU's, they have their contributions converted to a qualified deferred compensation plan and was inadvertently not accounted for in the Salaries and Benefits Budget for FY 25/26.

Alternatives Including Fiscal Impact
Deny the budget adjustment and request for general fund contingency and direct staff. The County has already paid all payroll related to General Services employees, leaving a negative balance in the account. This request will balance the Salaries and Benefits expense code 100 for the 25/26 fiscal year.

Departmental Recommendation
Approve as presented.

CAO Recommendation
Approve as Requested

TRINITY COUNTY BUDGET ADJUSTMENT

7/29/2026

Department: General Services

Number: 1750

Justification for budget adjustment:

FY 25-26 General Services is requesting $20,987.00 in contingency to account for two full-time employees medical benefits that were missed during budgeting as these two employees receive the Opt-Out Provision under their respective management and general unit MOU's that are funded by the County.

- [x] Requesting Contingency
- [ ] Using Fund Balance
- [ ] Other

- [x] Fiscal Year 25/26 (Required)

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
			-	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				-

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
1300	Benefits	48,198	69,185	20,987
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				20,987

Origin	Debbie Case Signature	ASO Title
Auditor	Auditor Review Buck Simmons (Digitally signed by: Buck Simmons DN: CN = Buck Simmons email = simmonsb@trinitycounty.org C = AD O = County of Trinity OU = Assistant Auditor Date: 2026.07.29 16:00:54 -07'00') Date Reviewed: 7 / 29 / 2026 REQUIRES BOARD ACTION X YES __ NO	
CAO	CAO Approval_____	Date: _____/_____/_____
BOS	Approved by Board of Supervisors on:_____/_____/_____	_____ BOS _____ AUD

TRINITY COUNTY BUDGET ADJUSTMENT

7/29/2026

Department: General Fund Contingency

Number: 9901

Justification for budget adjustment:

FY 25/26 - Decreasing provisions for contingency by $20,987 to cover medical benefit expenditures for two General Service employees- Department 1750 (General Fund 101).

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			-

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
3991	Provisions for Contingency	493,612	472,625	(20,987)
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			(20,987)

Origin	Buck Simmons Signature	Assistant-Auditor Title
Auditor	Auditor Review Buck Simmons Digitally signed by: Buck Simmons DN: CN = Buck Simmons email = simmonsb@trinitycounty.org C = AD O = County of Trinity OU = Assistant Auditor Date: 2026.07.29 10:31:01 -07'00' Date Reviewed: 7 / 29 / 2026 REQUIRES BOARD ACTION x YES __ NO	
CAO	CAO Approval_____	Date: _____/_____/_____
BOS	Approved by Board of Supervisors on:_____/_____/_____	_____ BOS _____ AUD

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Transportation
Contact:	Panos Kokkas
Phone:	530-623-1365
Item:	F.2. Approve a budget adjustment for FY 25/26 for Misc

Requested Action
Approve a budget adjustment for FY 25/26 for Misc Public Works - Dept. 3110 increasing Revenues by $100 and Interfund Expenses by $740 and decreasing Services & Supplies by $141; and approve a budget adjustment for FY 25/26 for General Fund Contingency – Dept 9901, decreasing provisions for Contingency by $499.

Fiscal Impact
Increase in General Fund appropriations in the amount of $499; current contingency balance is $472,625 (after the previous budget adjustment).

Summary
This item requests contingency funds in the amount of $499 to cover over expenditure in the Misc. Public Works Department

Discussion
The Department of Transportation (DOT) has been working through the Miscellaneous Public Works Department to obtain Federal Emergency Management Agency (FEMA) Floodplain Certification for the East Weaver Levee.

Preliminary floodplain maps and supporting documentation certifying the levee were submitted to FEMA late last year for review. Over the past several months, FEMA has requested that staff review and respond to comments on the preliminary documentation. This review process and ongoing coordination with FEMA required more staff time than originally anticipated in the budget, resulting in a funding shortfall for reimbursing the DOT for staff time associated with the project.

The final maps are anticipated to be approved by FEMA in Fiscal Year 2026-27.

Alternatives Including Fiscal Impact
Do not approve the budget adjustments and advise staff.

Departmental Recommendation
Approve the budget adjustment as presented.

CAO Recommendation
Approve as Requested

TRINITY COUNTY BUDGET ADJUSTMENT

7/20/2026

Department: Misc Public Works

Number: 3110

Justification for budget adjustment:

Cover Staff time working on follow up with Levee project and DG permits

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
9299	Other Revenue	800	900	100
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			100

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
2300	Professional & Special Services	9,200	9,059	(141)
2399	Interfund Prof & Spec Services	21,600	22,340	740
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			599

Origin

Lisa M Neely
Signature

Business Manager
Title

Auditor

Auditor Review Buck Simmons
Digitally signed by: Buck Simmons
DN: CN = Buck Simmons email = simmonsb@trinitycounty.org
C = AD O = County of Trinity OU = Assistant Auditor
Date: 2026.07.21 10:39:07 -07'00'

Date Reviewed: 7 / 21 / 2026

REQUIRES BOARD ACTION x YES __ NO

CAO

CAO Approval _____ Date: ____/____/____

BOS

Approved by Board of Supervisors on: ____/____/____

BOS _____ AUD _____

TRINITY COUNTY BUDGET ADJUSTMENT

7/29/2026

Department: General Fund Contingency

Number: 9901

Justification for budget adjustment:

Use $499 of contingency to cover actual expenditures in Misc Public Works

☐ Requesting Contingency
☐ Using Fund Balance
☑ Other

☑ Fiscal Year 25/26 (Required)

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
			-	-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				-

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
3991	Provisions for Contingency	472,625	472,126	(499)
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				(499)

Origin	Suzie Hawkins Signature	Sr. Financial Analyst Title
Auditor	Auditor Review Buck Simmons Digitally signed by: Buck Simmons DN: CN = Buck Simmons email = simmonsb@trinitycounty.org C = AD O = County of Trinity OU = Assistant Auditor Date: 2026.07.29 16:14:35 -07'00' Date Reviewed: 7 / 29 / 2026 REQUIRES BOARD ACTION x YES __ NO	
CAO	CAO Approval_____	Date: _____/_____/_____
BOS	Approved by Board of Supervisors on:_____/_____/_____	_____ BOS _____ AUD

Trinity County Staff Report
Meeting Date: August 4, 2026

Department:	Community Development - Planning
Contact:	Drew Plebani
Phone:	530-623-1351
Item:	F.3. Update - Trinity County Code Section 16

Requested Action
Discuss and/or provide direction to staff regarding a potential update to Trinity County Code Section 16 - Subdivision.

Fiscal Impact
Unknown fiscal impact.

Summary
During the May 5th, 2026 Board of Supervisor meeting, as part of agenda item E2 approval, direction was given to the CAO to return at a future meeting within 90 days with a draft scope of work for an outside consultant engagement to review and update Trinity County Code Section 16 – Subdivision with the goal of streamlining the process and incorporating best practices like those currently being implemented for Trinity County Code Section 17 – Zoning.

Staff requests board direction and support for the Title 16 (Subdivision) update project. There are two primary approaches for the Board's consideration — a consultant-led update and an in-house led update, plus a hybrid approach.

Discussion
The project would modernize tentative and parcel map procedures and ensure compliance with the Subdivision Map Act. Any update would be processed with Planning Commission review and Board adoption, with appropriate CEQA review.

A consultant-led update leverages technical experts and experience and adds specialized capacity. An in-house update relies on existing Community Development Department and County staff. A hybrid approach leverages both the consultant and in-house capabilities.

Several Northern California counties with topography and development patterns similar to Trinity — rugged, heavily forested, largely rural, and shaped by the Map Act, timberland, and wildfire — maintain in-house long-range planning capacity and have updated their general plans and implementing land-use and subdivision ordinances substantially with their own staff. Humboldt County adopted a comprehensive General Plan Update and has since prepared its implementing zoning and land-division ordinance amendments through its in-house Long Range Planning division. See code at (https://humboldt.county.codes/Code/32) and an example implementing guidance document specifically for county surveyor. Siskiyou County and Mendocino County likewise task their planning divisions with preparing, updating, and implementing their general plans, zoning ordinances, and subdivision regulations. These examples show that a rural county planning staff can deliver this kind of update, typically

supplementing internal work with targeted consultant or legal support and grant funding where needed.

Alternatives Including Fiscal Impact

1. In-house delivery. Direct that the update be prepared by existing County staff, following the model of comparable rural forested counties such as Humboldt, Siskiyou, and Mendocino. Lowest cost (staff time plus incidental County Counsel review), potentially longer schedule and competes with the General Plan, Title 17, and current-planning workload.

2. Consultant-led delivery. Direct staff to procure the Title 16 rewrite as a consultant led effort. Fastest and adds specialized capacity. Staff could return with a proposed not-to-exceed amount for future board consideration and final approval of the statement of work and desired scope.

3. Hybrid delivery. Prepare the update in-house with only targeted consultant or legal support for the most technical or litigation-sensitive provisions (e.g., Map Act streamlining and improvement standards). Balances cost and capacity. Planning Division would build budget needed into ongoing annual budget process.

4. Take no action. Defer the update.

Departmental Recommendation

Because the subdivision ordinance is comparatively self-contained and closely tied to day-to-day permitting that staff already administer, it is a strong candidate for in-house preparation. As long as the board supports a schedule staff can accomplish, staff recommends the hybrid approach.

CAO Recommendation

Concur with Department Recommendation.

TRINITY COUNTY, CALIFORNIA

DRAFT

SCOPE OF WORK

DRAFT

Code Section 16 — Subdivision Ordinance

Comprehensive Review, Update, and Streamlining

DRAFT — August 2026

Issuing Department	Trinity County Community Development Department, Planning Division
Project Title	Section 16 Subdivision Ordinance — Comprehensive Update
Reference Effort	Coordinated with Section 17 Zoning Ordinance Update / General Plan Update
Anticipated Contract Term	18–24 months from Notice to Proceed
Estimated Budget Range	Up to $150,000
Proposal Deadline	TBD
Contact	Trinity County Planning Division, Weaverville, CA 96093

1. Background and Purpose

Trinity County's Subdivision Ordinance (Code Section 16) provides the local regulatory framework implementing California's Subdivision Map Act (Government Code §§ 66410–66499.58). The current ordinance has not undergone a comprehensive update in many years and no longer reflects current state law, CAL FIRE's updated fire safety regulations, contemporary rural development standards, or the process improvements that Trinity County is pursuing through its ongoing General Plan Update and Section 17 Zoning Ordinance modernization effort.

The County seeks to engage a qualified consulting firm to conduct a thorough review of the existing ordinance, benchmark it against current statutory requirements and peer-county best practices, and produce a modern, streamlined, legally defensible replacement ordinance. The updated code should reduce unnecessary processing burdens on applicants and staff while strengthening substantive standards that protect public health, safety, and the environment — with particular emphasis on wildfire hazards, access, and rural infrastructure appropriate to Trinity County's character and terrain.

1.1 Relationship to Section 17 / General Plan Update

Trinity County is concurrently updating its Zoning Ordinance (Code Section 17) and General Plan. The Section 16 update must be coordinated with those efforts to ensure internal consistency — particularly with respect to land use designations, density standards, open space requirements, and any objective design standards adopted. The consultant selected for this engagement shall actively coordinate with the Trinity County Community

Development Department to ensure any updates are compatible with the updated zoning and general plan frameworks.

1.2 County Context

- Trinity County covers approximately 3,208 square miles of mountainous, heavily forested terrain with a resident population of approximately 16,000.
- The vast majority of unincorporated land lies within a State Responsibility Area (SRA) and/or a Very High Fire Hazard Severity Zone (VHFHSZ), making CAL FIRE PRC § 4290 fire safety regulations directly applicable to new subdivisions.
- Development patterns are predominantly rural and small-scale: minor land divisions (parcel maps, 4 lots or fewer), rural residential splits, and agricultural land divisions predominate.
- Cellular coverage is extremely limited across most of the county; infrastructure requirements for new subdivisions must reflect emergency communications realities.
- The County has extremely limited planning staff capacity, making process efficiency and clear applicant guidance critical objectives.

2. Objectives

The updated Section 16 shall achieve all of the following objectives:

1. Statutory Compliance: Bring the ordinance into full conformance with the current California Subdivision Map Act (Gov. Code §§ 66410 et seq.), including all amendments through the current legislative session, and ensure compatibility with current HCD guidance and applicable state housing laws (SB 684, SB 1123, SB 9, and successors).
2. CAL FIRE / PRC § 4290 Integration: Expressly incorporate current CAL FIRE minimum fire safety standards for road access, secondary egress, water supply, defensible space, fuel breaks, and greenbelts as required by Public Resources Code §§ 4290 and 4290.5, including the 2021 amendments, as locally applicable conditions of subdivision approval.
3. Process Streamlining: Simplify and rationalize the application, review, noticing, and decision-making procedures to reduce processing time, eliminate redundant steps, and provide clear timelines consistent with the Permit Streamlining Act (Gov. Code § 65920 et seq.).
4. Review and consolidate all applicable parts of TCC Chapter 8.30, Fire Safe Ordinance, into the updated/revised Title 16, so all subdivision standards are contained within a single section of local code. Review the current role of the subdivision review committee and update and/or incorporate their role in an updated Section 16 ordinance.
5. Rural Development Standards: Establish clear, objective, and proportionate improvement standards for small rural subdivisions — including roads, drainage, utilities, and access — that reflect Trinity County's rural character, terrain, and fiscal capacity rather than suburban standards ill-suited to the local context.
6. Clarity and Usability: Produce a clearly written, logically organized ordinance with plain-language applicant guides, flowcharts, and checklists that enable applicants and staff to navigate the process without specialized legal assistance.
7. Internal Consistency: Ensure full compatibility with the updated Section 17 Zoning Ordinance, General Plan land use designations, and any adopted objective design standards.
8. CEQA Integration: Clarify the relationship between subdivision review and CEQA, including available categorical exemptions, tiered review opportunities, and the role of environmental review in the tentative map and parcel map processes.

9. Contemporary Best Practices: Incorporate current best practices from comparable rural California counties for minor land divisions, agricultural lot splits, lot line adjustments, certificate of compliance procedures, and infrastructure improvement agreements.

3. Scope of Work

The work is organized into five phases. The consultant shall complete all phases unless the County and consultant mutually agree in writing to modify the scope.

Phase 1 — Existing Conditions Review and Gap Analysis (Months 1–3)

Task 1.1 Ordinance Audit

The consultant shall conduct a section-by-section audit of the current Trinity County Code Section 16, evaluating each provision against:

- Current California Subdivision Map Act requirements (Gov. Code §§ 66410–66499.58);
- Current TCC 8.30 Fire Safe Ordinance for applicability and consistency. Make recommendations for updates or code inclusion into Title 16. If updates are required, identify appropriate sequence of ordinance updates;
- CAL FIRE regulations adopted pursuant to PRC § 4290, including the 2021 fuel break and greenbelts update and the 2021 VHFHSZ expansion;
- Current HCD subdivision guidance and applicable state housing laws (SB 684 as amended by SB 1123; SB 9 lot splits; AB 2653 exemptions); and
- Current CEQA guidelines as they apply to subdivision review.

The audit shall identify provisions that are: (a) legally obsolete or inconsistent with state law; (b) inconsistent with the PRC § 4290 fire safety framework; (c) ambiguous, internally inconsistent, or unenforceable; and (d) unnecessarily burdensome without corresponding public benefit.

Task 1.2 Process Mapping

The consultant shall interview Community Development Department staff and, as appropriate, the County Surveyor, Department of Transportation Engineers, CAL FIRE Unit staff to document current de facto application processing workflows, typical processing times, common points of delay or confusion, and staff capacity constraints.

Task 1.3 Peer County Benchmarking

The consultant shall review the subdivision ordinances and minor land division procedures of at least four comparable rural Northern California counties to identify best practices for:

- Small rural parcel map procedures (2–4 lots and any remainder);
- Agricultural and timberland lot split standards;
- Rural road and access standards scaled to development intensity;
- CAL FIRE § 4290 implementation language used by other counties;
- Water supply verification for fire protection;
- Infrastructure improvement agreements and phased improvement provisions; and
- Certificate of compliance and lot legality determination procedures.

Task 1.4 Gap Analysis Report

The consultant shall produce a written Gap Analysis Report summarizing findings from Tasks 1.1–1.3. The report shall:

- Identify every provision of the current Title 16 that requires amendment to achieve compliance with state law, including specific statutory citations;
- Identify every area where PRC § 4290 fire safety requirements are not currently reflected in the subdivision ordinance;
- Describe recommended process improvements with estimated time and cost savings;
- Identify best practices from peer counties recommended for adoption; and
- Identify issues requiring policy direction from the Board of Supervisors or Planning Commission before drafting begins.

The Gap Analysis Report is a deliverable subject to County review and approval before Phase 2 begins.

> **Note:** *The Gap Analysis Report serves as the work program for drafting. The County will use it to confirm policy priorities and, where needed, schedule a Planning Commission or Board study session before drafting commences.*

Phase 2 — Policy Direction and Community Input (Months 3–6)

Task 2.1 Policy Direction Workshop

Based on the Gap Analysis Report, the consultant shall facilitate a joint study session with the Planning Commission (and/or Board of Supervisors, at the County's direction) to review key policy choices and obtain direction on:

- Scope and standards for minor land divisions vs. full subdivisions;
- Rural road standards — grades, widths, surface types, turnaround requirements;
- Water supply standards for fire protection in areas not served by a public water system;
- Secondary access / emergency egress requirements and when they apply;
- Standards for off-grid or alternative infrastructure (septic, water catchment, solar);
- Improvement agreement structure and security requirements; and
- Whether to adopt optional streamlined procedures for agricultural lot splits consistent with state law.

Task 2.2 Stakeholder Outreach

The consultant shall conduct at least one stakeholder outreach session (which may be combined with the policy workshop if appropriate) with representatives of the local Community Development Department, Department of Transportation, CAL FIRE Unit staff, and community members. The session shall solicit input on process pain points, practical concerns with current standards, and priorities for the update.

Task 2.3 CAL FIRE Coordination

The consultant shall meet or correspond with the CAL FIRE Shasta-Trinity Unit to review the proposed approach to PRC § 4290 implementation language, confirm current local fire safety review procedures, and identify any unit-specific guidance or standards that should be reflected in the ordinance.

Task 2.4 General Plan / Title 17 Coordination

The consultant shall ensure Title 17 and the General Plan Update is reviewed for land use consistency issues, ensure subdivision design standards align with emerging zoning standards, and identify any cross-referencing or transitional provisions needed.

Phase 3 — Ordinance Drafting (Months 6–14)

Task 3.1 Administrative Draft

Based on Phases 1 and 2, the consultant shall prepare a complete administrative draft of a new Trinity County Subdivision Ordinance (Title 16). The draft shall:

- Incorporate all required Subdivision Map Act provisions in plain, well-organized language;
- Establish a clear two-track system: (a) Tentative & Parcel Maps for minor land divisions of 4 or fewer parcels, and (b) Tentative & Final Maps for standard subdivisions of 5 or more parcels;
- Include a streamlined ministerial track for qualifying subdivisions under SB 684/SB 1123 where applicable;
- Contain a dedicated Article on Fire Safety Standards for Subdivisions, expressly implementing PRC §§ 4290 and 4290.5, including: road and access standards for fire equipment; secondary emergency egress requirements; water supply for fire protection; defensible space and fuel modification requirements as conditions of map approval; and coordination with CAL FIRE review;
- Establish rural road and infrastructure improvement standards scaled to parcel count, lot size, and terrain, distinguishing standards for: very minor rural splits (2 parcels, agricultural/resource lands); small rural residential splits (2–4 parcels plus any remainder); and standard residential subdivisions (5+ parcels plus any remainder);
- Provide clear procedures and timelines for: application completeness review; referrals and agency comments; environmental review coordination; noticing and hearing; conditions of approval; improvement agreement and security; tentative final map/ tentative parcel map approval (and approval body); recordation of parcel/final map; remainder land use contract/remainder tracking; and certificate of compliance;
- Include lot line adjustment, reversion to acreage, and merger procedures;
- Address certificate of compliance and lot legality determination procedures to help landowners resolve legacy lot status questions; and
- Include a definitions article with all relevant terms defined.
- Resolve inconsistencies in advisory body (Subdivision Review Committee) and review body (Planning Commission). Update Subdivision Review Committee process and structure to follow best management practices.
- Provide clear procedures for who gives final approval of a Subdivision project: Community Development Director/Designee/County Surveyor (ministerial process), Subdivision Review Committee, Planning Commission, or Board of Supervisors.

Task 3.2 Staff Review and Revision

The consultant shall submit the administrative draft to Community Development Department staff for internal review. Following staff review, the consultant shall meet with staff to discuss comments and prepare a revised draft for public review.

Task 3.3 Public Review Draft

The consultant shall prepare a clean public review draft with a Summary of Changes document explaining, in plain language, the key changes from the current ordinance. The public review draft shall be posted for a minimum 30-day public comment period.

Task 3.4 Response to Comments and Final Draft

The consultant shall prepare a written response to all substantive comments received during the public review period and revise the draft ordinance as appropriate. The final draft shall be submitted to County staff in both redline and clean formats.

Phase 4 — CEQA Review (Months 12–16)

Task 4.1 CEQA Determination

The consultant shall prepare a CEQA determination for the ordinance update. In most cases, a comprehensive zoning/subdivision ordinance update of this nature qualifies for a Statutory Exemption or Categorical Exemption under CEQA Guidelines § 15061(b)(3) (common sense exemption) or a Negative Declaration. The consultant shall advise the County on the appropriate level of CEQA review and prepare the necessary documentation. If an Initial Study / Negative Declaration is required, that scope shall be negotiated and may require a budget adjustment.

Phase 5 — Adoption Support and Implementation Tools (Months 15–24)

Task 5.1 Planning Commission Hearing

The consultant shall prepare the staff report, presentation materials, and resolution for Planning Commission review and recommendation. The consultant shall attend the Planning Commission hearing and respond to questions. Depending upon the Subdivision Review Committee recommendations/updates associated with this project, the first engagement could be with the Subdivision Review Committee.

Task 5.2 Board of Supervisors Adoption

The consultant shall prepare the Board staff report and adoption ordinance for Board of Supervisors consideration, incorporating any modifications directed by the Planning Commission. The consultant shall attend the Board hearing.

Task 5.3 Implementation Toolbox

Concurrent with or immediately following adoption, the consultant shall prepare the following implementation tools:

- Application checklists for: (a) parcel map / minor land division; (b) tentative map / standard subdivision; (c) lot line adjustment; and (d) certificate of compliance;
- A one-page process flowchart for each application track, suitable for the County website and public counter;
- A Fire Safety Requirements handout summarizing PRC § 4290 obligations applicable to new subdivisions in the SRA and VHFHSZ, with CAL FIRE contact information;
- A Rural Road Standards visual guide showing applicable cross-sections and specifications by development type; and

- A brief staff training outline for administering the new ordinance.

4. Specific Technical Requirements

4.1 CAL FIRE PRC § 4290 Integration — Required Content

The updated ordinance shall at minimum address the following subjects as conditions of tentative map and parcel map approval for all subdivisions within the SRA and/or VHFHSZ, consistent with PRC § 4290 and CAL FIRE regulations (14 CCR §§ 1270–1276):

Subject	Required Ordinance Content
Road Access for Fire Equipment	Minimum road widths, vertical clearances, grades, surface standards, turnaround requirements, and bridge load ratings for fire apparatus access, by subdivision size and lot count. Coordination with CAL FIRE standards in 14 CCR § 1273.
Secondary Emergency Egress	Conditions under which a secondary emergency egress road is required; standards for such roads; waiver process where terrain makes secondary access infeasible; reference to PRC § 4290.5 survey obligations.
Water Supply for Fire Protection	Required water supply reserves for emergency fire use (per 14 CCR § 1274); options for compliance (hydrant systems, storage tanks, ponds, dry hydrants); verification process.
Fuel Breaks and Greenbelts	Standards for fuel breaks and greenbelts as required by PRC § 4290(b) for subdivisions approved after July 1, 2021; ridgeline preservation; relationship to defensible space.
Street Naming and Addressing	Standards for signs identifying streets, roads, and buildings consistent with 14 CCR § 1275 and County E-911 addressing requirements.
CAL FIRE Review Coordination	Referral procedures to CAL FIRE for review of tentative and parcel maps within the SRA; response time; incorporation of CAL FIRE conditions.

4.2 Rural Development Standards — Calibration Approach

The ordinance shall establish a three-tier system of improvement standards calibrated to development intensity, recognizing that applying suburban-scale requirements to small rural splits creates disproportionate burdens without corresponding public benefit:

- Tier 1 — Minor Rural Splits (2 parcels, agricultural or resource lands, ≥ 20 acres/parcel): Streamlined parcel map or certificate of compliance track; no new road construction required if legal access exists; minimal infrastructure conditions limited to those required by state law and fire safety; maximum reliance on ministerial review.
- Tier 2 — Small Rural Residential (2–4 parcels, rural residential designation, ≥ 5 acres/parcel): Parcel map required; road access conditions scaled to parcel count and terrain; water and septic verification; fire safety conditions per CAL FIRE § 4290 framework; improvement agreement for shared infrastructure.
- Tier 3 — Standard Rural Subdivisions (5+ parcels, or lots under 5 acres): Full tentative/final map process; complete infrastructure design standards; dedicated road, drainage, and utility improvements as conditions of approval; improvement security required.

The consultant shall develop Tier 1 and Tier 2 road standards specifically suited to Trinity County conditions, drawing on peer county standards and CAL FIRE requirements, and avoiding wholesale importation of standards developed for suburban or valley-floor development.

4.3 Coordination with State Housing Laws

The ordinance shall identify and incorporate, where applicable to Trinity County, the following state-mandated streamlined approval processes:

- SB 684 / SB 1123 (as amended, effective July 1, 2025): Ministerial approval for qualifying small-lot subdivisions; the consultant shall advise whether and to what extent SB 684/1123 applies in Trinity County's land use context and draft appropriate implementing provisions.
- SB 9 Lot Splits: Ministerial lot split provisions for qualifying urban lots; applicability and any local implementation standards needed.
- AB 2653 / Certificate of Compliance streamlining: Updated procedures to reflect current law.

Note: *Most SB 684/SB 1123 streamlining provisions target smaller urban/suburban lots in multifamily zones. The consultant shall advise whether these provisions have meaningful applicability in Trinity County's predominantly rural land use context or whether other streamlining mechanisms are more relevant.*

5. Deliverables

#	Deliverable	Phase	Format
1	Kick-off meeting agenda and notes	1	PDF / DOCX
2	Gap Analysis Report (draft and final)	1	PDF / DOCX
3	Policy Direction Workshop materials and summary	2	PDF / PPT
4	Stakeholder outreach summary	2	PDF
5	Administrative draft ordinance	3	DOCX (redline + clean)
6	Public review draft ordinance + Summary of Changes	3	PDF / DOCX
7	Response to public comments matrix	3	PDF / DOCX
8	Final draft ordinance (redline and clean)	3	DOCX / PDF
9	CEQA determination documentation	4	PDF
10	Planning Commission staff report, resolution, and presentation	5	PDF / PPT
11	Board of Supervisors staff report and adoption ordinance	5	PDF / DOCX
12	Application checklists (4 types)	5	PDF (print-ready)
13	Process flowcharts (one per track)	5	PDF / PNG
14	Fire Safety Requirements public handout	5	PDF (print-ready)
15	Rural Road Standards visual guide	5	PDF (print-ready)
16	Staff training outline	5	PDF / DOCX

17	Final adopted ordinance in codification-ready format	5	DOCX / PDF

6. Minimum Qualifications

Proposers must demonstrate the following minimum qualifications:

10. A principal or project manager with at least five (5) years of demonstrated experience preparing or substantially updating subdivision ordinances for California counties or cities, including direct experience with the California Subdivision Map Act;
11. Demonstrated experience with CAL FIRE PRC § 4290 requirements and their implementation through local ordinance, preferably in a rural mountain county context;
12. Demonstrated familiarity with current California housing legislation affecting subdivision (SB 684/SB 1123, SB 9) and the ability to advise rural counties on the applicability and implementation of those laws;
13. Demonstrated experience with rural road and infrastructure standards for small-scale land divisions in mountainous, resource-based, or agricultural counties;
14. Demonstrated ability to facilitate public workshops and Planning Commission/Board hearings, including experience presenting complex land use policy in accessible terms;
15. Experience preparing CEQA documentation for ordinance updates;
16. At least one recent comparable project (ordinance adoption within the last 7 years) in a California county with a population under 50,000 and/or predominantly rural and SRA land base. A reference for that project is required; and
17. The proposed team must include, or have a demonstrated working relationship with, a California-licensed surveyor or civil engineer with rural subdivision improvement standards experience.

7. Proposal Requirements

Proposals shall include, at minimum, the following:

7.1 Cover Letter

One-page letter confirming the proposer's interest, understanding of the project, and availability to meet the proposed schedule.

7.2 Firm and Team Qualifications

- Firm profile, years in practice, and relevant California subdivision/planning ordinance experience;
- Proposed project manager and key team members with resumes; and
- Identification of any subconsultants and their roles.

7.3 Relevant Project Experience

Description of at least two (2) comparable projects within the last seven years, including: project name and jurisdiction; scope; consultant's role; outcome; and a client reference with contact information. At least one project must involve a rural California county with SRA lands and fire safety ordinance components.

7.4 Technical Approach

Narrative describing the proposer's specific approach to each phase and key task, demonstrating understanding of the technical challenges, including CAL FIRE § 4290 integration, SMA compliance, rural infrastructure standards calibration, and coordination with the Section 17 / General Plan Update process.

7.5 Schedule

A project schedule showing major tasks, milestones, and deliverables by month, demonstrating ability to complete the project within 24 months of Notice to Proceed.

7.6 Cost Proposal

A detailed cost proposal including:

- Hourly rates for all personnel classifications;
- Estimated hours by task, phase, and personnel;
- Reimbursable expenses (if any); and
- A total not-to-exceed fee for the full scope.

Cost proposals shall be submitted in a separate sealed envelope or separate PDF attachment.

7.7 Sample Work Product

One (1) sample document from a comparable project — preferably a gap analysis report, draft ordinance article, or implementation checklist. Samples may be redacted as needed to protect client confidentiality.

8. Evaluation Criteria

Proposals will be evaluated on the following criteria:

Evaluation Criterion	Weight
Qualifications of the proposed team (project manager and key staff)	25%
Relevant experience — California subdivision ordinance updates, rural counties, SRA/VHFHSZ context	25%
Technical approach — soundness, specificity, and understanding of Trinity County context	25%
Schedule — feasibility and proposed project management approach	10%
Cost — reasonableness relative to scope	15%
TOTAL	**100%**

The County reserves the right to conduct interviews with short-listed firms prior to final selection.

9. County Responsibilities

Trinity County will provide the following support to the selected consultant:

- Provide current Code Section 16 and all relevant supporting materials (prior staff reports, fee schedules, application forms, standard conditions);
- Provide access to the Section 17 / General Plan Update project team and relevant draft materials;
- Facilitate coordination with CAL FIRE Shasta-Trinity Unit;
- Provide staff point of contact for day-to-day coordination (Planning Director or designee);
- Schedule and host policy direction workshops and public hearings;
- Manage public noticing and CEQA filing requirements;
- Provide County IT support for website posting of public review drafts; and
- Provide timely review and comment on all draft deliverables, with a target turnaround of 15 business days for substantive drafts.

10. Key Statutory References

The following statutes and regulations are central to this engagement. This list is illustrative, not exhaustive.

Citation	Subject
Gov. Code §§ 66410–66499.58	California Subdivision Map Act
Gov. Code § 66411	Local agency authority to regulate subdivision design and improvement
Gov. Code § 65913.2	Consistency with general plan and zoning required
Gov. Code §§ 65920 et seq.	Permit Streamlining Act — processing timelines
Gov. Code § 66411.7 (SB 9)	Urban lot splits — ministerial approval
Gov. Code § 66499.30 (SB 684/SB 1123)	Ministerial approval for qualifying small subdivisions (≤10 parcels)
Pub. Resources Code § 4290	CAL FIRE minimum fire safety standards for new construction in SRA/VHFHSZ (access, water supply, fuel breaks)
Pub. Resources Code § 4290.5	CAL FIRE survey of existing subdivisions without secondary egress; improvement recommendations
14 CCR §§ 1270–1276	CAL FIRE regulations implementing PRC § 4290 (road standards, water supply, signage)
Gov. Code §§ 51177–51178	Very High Fire Hazard Severity Zone designations
14 CCR § 1280	CAL FIRE post-2021 greenbelts and fuel breaks near communities
CEQA Guidelines § 15061 et seq.	CEQA applicability and common sense / categorical exemptions
Health & Safety Code §§ 17920 et seq.	Building standards applicable to subdivision infrastructure

11. Contract Terms and Conditions

The selected consultant will be required to enter into Trinity County's standard professional services agreement. Key terms will include:

- Scope, schedule, and budget as negotiated based on the selected proposal;
- Invoicing on a monthly basis, tied to completion of tasks;
- General liability insurance of not less than $1,000,000 per occurrence / $2,000,000 aggregate;
- Professional (errors and omissions) liability insurance of not less than $1,000,000 per claim;
- Workers' compensation insurance as required by California law;
- All work product is the property of Trinity County upon payment;
- The County may terminate the contract for convenience with 30 days' written notice; and
- Invoices must include a breakdown by task and personnel classification.

Appendix A — Current Section 16 Provisions Requiring Priority Attention

(To be completed by Planning staff prior to RFP issuance — listing known outdated provisions, problem areas, and specific issues raised by applicants and staff in recent years.)

Appendix B — Section 17 / General Plan Update Project Summary

(To be completed by Planning staff — brief description of the Section 17 and General Plan Update project, consultant team contact, anticipated schedule, and key policy directions relevant to subdivision standards.)

Appendix C — CAL FIRE PRC § 4290 Reference Materials

(To include: current 14 CCR §§ 1270–1276 regulatory text; CAL FIRE Shasta-Trinity Unit contact information; county map showing SRA boundaries and VHFHSZ designations.)

Humboldt County Surveyor's Office

Guide for the Preparation of Survey Maps and Documents

County of Humboldt • Department of Public Works
Land Use Division • Survey Section
3015 H Street • Room 124 • Eureka • CA • 95501 • (707) 445-7205

Mailing Address:
Humboldt County Surveyor
Department of Public Works
3015 H Street, Room 124
Eureka, CA 95501

Email: CountySurveyor@co.humboldt.ca.us

County Surveyor Map Index: https://hummaps.com/maps/

County Surveyor Website: https://humboldtgov.org/1427/Survey

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Fourth Edition July 20, 2023

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1.0 Introduction

1.1 Purpose

This purpose of this guide is to document the standards, regulations and requirements associated with the preparation of survey documents and monumentation. It is a compilation of state laws (Government Code, Business and Professions Code), County Codes, industry standards and local practices. It is intended to aid the practitioner in preparing survey documents and to speed up the review and approval process.

STANDARDS: The Standards required are based on:

- *Manual of Instructions for the Survey of the Public Lands of the United States*, prepared and published by the Bureau of Land Management.
- Title 7, Division 2, of the California Government Code, referred to herein as the *Subdivision Map Act*.

- Division 3, Chapter 15 of the California Business and Professions Code, referred to herein as the *Professional Land Surveyor's Act*.
- Title 16, Division 5, of the California Code of Regulations, referred to herein as *Board Rules.*
- Title III, Division 2, Humboldt County Code, referred to herein as the *County Subdivision Ordinance*.
- County Engineers Association of California (CEAC) *Guide to the Preparation of Records of Survey and Corner Records.*
- Local customs and practice.

1.2 Exceptions

All requests for deviation shall be submitted to the county surveyor in writing.

1.3 Accessibility

NOTICE: The County of Humboldt is committed to providing equal access to all county programs, services, and activities through the provision of accommodations for individuals with disabilities as required under the Americans with Disabilities Act (ADA). With 72 hours prior notice, a request for reasonable accommodation or modification can be made. Please contact the ADA Coordinator at (707) 445-7266, toll free (844) 365-0352 or by email at ada@co.humboldt.ca.us

You may also contact the Humboldt County Surveyor's Office, 3015 H Street, Room 124, Eureka, CA 95501, call (707) 445-7205 or email CountySurveyor@co.humboldt.ca.us

1.4 Version History

1st Edition released August 8, 2018

2nd Edition released July 13, 2020

3rd Edition released April 12, 2022

4th Edition released July 20, 2023

2.0 Submittal Instructions

2.1 County Surveyor Review Submittal Requirements

A. Paper Submittals

Include the following items when submitting a subdivision map for review:

- □ Transmittal letter listing all items being submitted.
- □ The map checking fee and index fee as stated in the current Humboldt County fee schedule. Check the County Surveyor website for current fees. DO NOT SUBMIT RECORDING FEES UNTIL INSTRUCTED TO DO SO.
- □ Two (2) full size copies of the map being reviewed stamped "preliminary" or "for examination only" pursuant to Business & Professions Code Section 8761(c).
- □ One (1) full size copy of the Assessor's Maps covering the subdivision and all adjacent parcels.
- □ One (1) legible copy of all documents used in the survey, including but not limited to:
    a. Vesting deeds and any documents referenced in the vesting deed.
    b. Adjoining deeds
    c. Maps (11" x 17" minimum size)
- □ Preliminary Subdivision Report no more than six (6) months old and a legible copy of all documents referenced within.
- □ Closure Calculations of the exterior boundary, block loops, and all interior parcels/lots. See Section 3.28 Closure Calculations.
- □ If the survey is in California State Plane Coordinates, enclose the NGS data sheets for the monuments noted on the map.

Include the following items when submitting a record of survey map for review:

- □ Transmittal letter listing all items being submitted.
- □ The map check fee and index fee as stated in the current Humboldt County fee schedule.
- □ Two (2) full size copies of the map being submitted stamped "preliminary" or "for examination only" pursuant to Business & Professions Code Section 8761(c).
- □ One (1) full size copy of the Assessor's Maps covering the properties being surveyed.

- ☐ One (1) legible copy of all documents used in survey, including but not limited to:
  a. Vesting deeds and any documents referenced in the vesting deed.
  b. Adjoining deeds
  c. Maps (11” x 17” minimum size)
- ☐ Closure Calculations. (See Section 3.28 Closure Calculations).
- ☐ If the survey is in California State Plane Coordinates, enclose the NGS data sheets used for the monuments noted on the map.

Include the following when submitting a boundary correction for review:

- ☐ Application form (available from County Surveyor website).
- ☐ Map or sketch illustrating existing and proposed boundaries, APNs, owners, fences/structures/physical features related to proposed correction.
- ☐ Length of time conditions have existed.
- ☐ Vesting deed for each parcel.
- ☐ Creation deed for each parcel.
- ☐ Title report for each parcel (can provide after tentative approval).
- ☐ Review fee as stated in the current Humboldt County fee schedule.

Include the following when submitting a corner record for review:

- ☐ The checking fee as stated in the current Humboldt County fee schedule.
- ☐ Two (2) copies of the corner record.
- ☐ A legible copy of all maps used in the survey (11” x 17” minimum size).
- ☐ A legible copy of all deeds used in the survey.
- ☐ Closure Calculations of each parcel, when applicable.

Include the following when submitting a certificate of correction for review:

- ☐ Two copies of the original Certificate of Correction (COC) shall be submitted to the County Surveyor’s Office for review/checking. Once approved, the original must be signed and stamped/sealed and submitted to the County Surveyor’s Office for recordation.
- ☐ There is a checking fee and recording fee for all COCs. (See current fee schedule). A check made payable to the County of Humboldt for the total fee is submitted to the County Surveyor’s office at the time of the first submittal.

- □ One (1) legible, full-size (or 11" x 17") copy of every sheet of the recorded and/or filed map. Illegible copies and reduced sized copies are not acceptable and will delay the review.
- □ Provide contact information for the submitting surveyor or engineer including full name, address, telephone number, and email address.

Include the following when submitting an amended map for review:

- □ Transmittal letter listing all items being submitted.
- □ The map checking fee and index fee as stated in the current Humboldt County fee schedule. Check the County Surveyor website for current fees. DO NOT SUBMIT RECORDING FEES UNTIL INSTRUCTED TO DO SO.
- □ One (1) legible, full-size (or 11" x 17") copy of every sheet of the recorded and/or filed map. Illegible copies and reduced sized copies are not acceptable and will delay the review.
- □ Two (2) full size copies of the amended map being reviewed stamped "preliminary" or "for examination only" pursuant to Business & Professions Code Section 8761(c).
- □ One (1) full size copy of the Assessor's Maps covering the subdivision and all adjacent parcels.

Hardcopy map check packages and fees may be delivered or mailed to the County Surveyor's Office at the following address:

Humboldt County Surveyor
Public Works Department – Land Use Division
3015 H Street, Room 124
Eureka, CA 95501

B. Electronic Submittals

At this time the County Surveyor's Office is not equipped for electronic document checking. However, a hybrid approach where paper maps are submitted, and electronic images of reference documents are emailed is available. Map check comments will be returned electronically.

Electronic map check packages of the documents described above may be submitted via email to CountySurveyor@co.humboldt.ca.us

The County email system has a limitation of 20 MB. When submitting a map check package using multiple emails, please add "(X of Y emails)" to each subject line.

The County Surveyor's Office will acknowledge (via email) receipt of your submittal package.

Scans and copies of map and reference documents must be in .pdf format.

Reference documents that are available online do not need to be attached; however, a list of reference documents with hyperlinks must be provided. This may be done on the transmittal letter.

Map checking fees for electronic submittals shall be mailed or delivered to the above mailing address with checks payable to “County of Humboldt”. The County Surveyor’s Office does not accept cash or credit card payments. An electronic submittal is not considered complete until the map check fee is paid, and all required information has been submitted.

Maps will not be checked until fees are paid. If map check fees are not received within 5 business days after receipt of the emailed submittal, the map check package will be returned unchecked.

C. Illegible Documents: For all illegible documents, the applicant must provide a transcription for the County Surveyor to read. If you can't read it, the County Surveyor can't.

D. Payment of Fees: Fees are required to be paid prior to the map being checked. For fees that are deposit based, the County Surveyor will verify that there are sufficient fees on deposit prior to approving the map for filing with the County Recorder.

Notes:

1. **Legal References:** County Code Section 326-31 for Parcel Map; County Code Section 326-21 for Final Maps; Business & Professions Code Section 8761(c) for "preliminary" and "for examination only" stamping requirements; Government Code Section 66450(c) and 66451.1 regarding timely map checking of Parcel Maps; Government Code Section 66442 and 66451.1 regarding timely map checking of Final Maps.
2. At the time of filing the map, the applicant may pay the County Recorder's fee for the cost of an image copy of the map and request that the County Recorder email the map image to them when it becomes available. This amount is to be included in the separate check covering the County Recorder's fees.
3. **Processing Timeline:** The County Surveyor has 20 calendar days to complete its review; subject to extension as may be allowed. Timer starts after a compete submittal is made, including full payment of map checking fees.
4. See 2.3 Best Practices for Quicker Approval

5. **Payment of Fees:** Fees for submittals are to be mailed to the above mailing address with checks payable to "County of Humboldt". The County Surveyor's Office does not accept credit card payments. For a list of current fees, go to the County Surveyor Website. DO NOT SUBMIT RECORDING FEES UNTIL INSTRUCTED TO DO SO.

2.2 Submittal of filed maps to County Surveyor

Business & Professions Code Section 8774.5(a) and Government Code Section 66466(f) require surveyors and engineers who have prepared and filed maps with the County Recorder to submit copies of their filed maps to the County Surveyor for indexing purposes. Copies are required to be full size 18" x 26" prints or electronic images. Copies should be transmitted to the County Surveyor within 30 days of map filing.

Legible electronic images in Tag Image File Format (TIFF) which have a file extension of *.tif* are preferred and can be emailed to CountySurveyor@co.humboldt.ca.us.

Notes:

1. **Legal References:** Business & Professions Code Section 8774.5(a) for Record of Survey maps and Government Code Section 66466(f) for Parcel Maps and Final Maps.
2. At the time of filing the map, the applicant may pay the County Recorder's fee for the cost of an image copy of the map and request that the County Recorder email the map image to them when it becomes available. This amount is to be included in the separate check covering the County Recorder's fees.

2.3 Best Practices for Quicker Approval

A. Closure Calculations *(see section 1.38 "Closure Calculations")*

1. Provide closure calculations, not inverse calculations. (See Section 3.28 Closure Calculations)
2. For lots and parcels, start the closure at the most northerly corner and proceed clockwise.
3. For legal descriptions, start at the TPOB and follow the courses in the legal description.
4. Be sure that closure calculations include radial bearings in/out of curves.
5. Check for tangent curves; if not tangent, add radial bearings.

Check for tangent/non-tangent conditions on closure calculations

```
Lot name: SAMPLE

   North: 30.7495              East: 18.0569
Line  Course: N 76-01-59 E  Length: 130.00
        North: 62.1266              East: 144.2134
Line  Course: N 13-58-01 W  Length: 1.00
        North: 63.0970              East: 143.9721
Line  Course: S 76-01-59 W  Length: 31.87
        North: 55.4048              East: 113.0443
Curve  Length: 39.47              Radius: 430.00
        Delta: 5-15-35           Tangent: 19.75
        Chord: 39.46              Course: S 82-34-16 W
    Course In: N 10-03-31 W    Course Out: S 04-47-56 E
    RP  North: 478.7955              East: 37.9424
    End North: 50.3029               East: 73.9156
Curve  Length: 59.18              Radius: 370.00
        Delta: 9-09-54           Tangent: 29.66
        Chord: 59.12              Course: S 80-37-07 W
    Course In: S 04-47-56 E    Course Out: N 13-57-50 W
    RP  North: -318.4000             East: 104.8692
    End North: 40.6657               East: 15.5844
Line  Course: S 13-59-19 E  Length: 10.22
        North: 30.7488              East: 18.0549

   Perimeter: 271.75   Area: 657 sq.ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0021            Course: S 69-59-50 W
  Error North: -0.00071            East: -0.00196
Precision  1: 130,432.13
```

(1) $76°01'59''$
$+10°03'31''$
$86°01'59'' \neq 90°00'00''$

∴ Non-tangent condition; label radial bearing on map.

(2) $04°47'56'' = 04°47'56''$

∴ Tangent condition for PRC/PCC; label radial bearing on map. (If not tangent, both radials must be labelled on map.)

(3) $13°57'50''$
$+76°02'10''$
$90°00'00'' = 90°00'00''$

∴ Tangent condition; do not label radial bearing.

6. Be sure that closure calculations show measurements to the following decimal places.

Measurement Type	Imperial	Metric
Distance Measurements	Hundredth (X.XX')	Thousandths (X.XXX m)
Angular Measurements	Second (XX°XX'XX")	

7. Compare your map to the closure calculations.
8. Check for sum of parts errors. This is the most common error due to computer rounding.

B. Record Data References

1. Make sure that full size or no less than 11” x 17” copies of maps are provided (excluding corner records). If the 11” x 17” copy is not legible, please provide full size (18" x 26") copy.
2. When a reference document has more than one sheet, make sure that all sheets are provided and are stapled together.
3. Make sure that all documents are legible including the book and page number. If documents are not legible, then provide a transcript so that the map checker can read the document.
4. Label all record data references with the Reference no. (R1, R2, R3, etc.) in **RED** in the bottom right corner of the document.
5. On a copy of the record data map, use a **highlighter** on all record data information (and found monuments) used on your map.

C. Vesting Deeds

1. Provide a legible copy of all vesting deeds.
2. Make sure that all documents are legible including the book and page number. If documents are not legible, then provide a transcript so that the map checker can read the document.
3. Label the assessor parcel number (APN) in **RED** in the upper right corner of the document.
4. If the legal description covers many APNS, write the APN number in **RED** next to the section of the legal description for that APN.
5. Provide a full-size (11" x 17"), legible copy of all assessor maps.

D. Adjoining Deeds

1. Provide a legible copy of all adjoining vesting deeds.
2. Make sure that all documents are legible including the book and page number. If documents are not legible, then provide a transcript so that the map checker can read the document.
3. For deeds with metes and bounds legal description, use a **highlighter** on the portion common to your map.
4. Label the assessor parcel number (APN) in **RED** in the upper right corner of the document.
5. Provide a full-size (11" x 17"), legible copy of all assessor maps.
6. Review adjoining deeds for gaps/overlaps with your boundary and resolve.
7. Provide a legible copy of all documents referenced in the vesting deed as necessary to aid the map checker in understanding how the adjoining deed relates to your map; this is particularly important for deed calls along common lines to your map.
8. Make sure that the deed is correctly written on the map. (If the adjoining property is a parcel or lot from a recorded subdivision, it is only necessary to show the parcel or lot number and the reference of the map)

E. Topographic Features

1. Physical evidence such as fences and structures (encroachments) that might indicate an adverse possession or unrecorded deed can be shown on the map. It shall be tied into another line established by the survey using either a right-angle tie or a tie mentioned in the survey notes.
2. Topographic features shown on maps should be limited to Record of Survey maps and Corner Records.
3. Subdivision maps do not typically show topographic features which may constitute alternate lines of possession as they may cloud title of the property being subdivided.

F. Existing Easements

1. Provide a legible copy of all easements.
2. Make sure that all documents are legible including the book and page number. If documents are not legible, then provide a transcript so that the map checker can read the document.

3. Label the reference number on the title report in **RED** in the upper right corner of the document. Also label in the same location any key or legend symbol used on your map for the easement.
4. If the legal description covers many APNS, write the APN number in **RED** next to the section of the legal description for that APN.
5. Be sure that all plottable easements are annotated with bearings, distances, curve data, dimensions, etc., and are tied out to your map.

G. Common Problems on Maps

1. Verify sum of parts. In the age of computer mapping, this is the most common error found on a map. (Hold the overall distance as correct and round one of the parts up/down to match the overall distance.)
2. Be sure to run spell check. You will be surprised!
3. Be sure to use the current notary acknowledgement without modifying it.
4. Verify that all sheet references are correct: See Sheet X.
5. Verify that all dimensions spanning more than one sheet have all the leaders/crow's feet consistent from sheet to sheet.
6. Verify the legibility of all annotations. In the age of computer mapping, it is common to see linework running through annotations.
7. Be sure that all items in the preliminary subdivision report are addressed on the map.
8. Make sure radial bearings are shown. The bearing direction is from the radius point to the curve.
9. If a map has a lengthy list of items (such as easements, dedications, or notes), and a mid-list entry is deleted partway through the review process, note "(Not Used)" in the list rather than re-assign the numbers or letters which follow. This will avoid potential mix-ups that might result if any of these reassignments are not properly updated.

2.4 Conformed copies of maps

A conformed copy is an exact photocopy of the completed document made by the applicant and presented to the County Recorder at the time of map filing. The applicant may pay the County Surveyor to make a copy of the approved map.

1. **Final Maps:** The request for a conformed copy must be made to the County Surveyor prior to the creation of the Board of Supervisors agenda item that approves the map. This

is necessary so that specific routing instructions will allow the County Surveyor to make a copy of the map; otherwise, the applicant will need to work directly with the County Recorder to have the map original released to a bonded reprographics firm to have the required map copy made.

2. **Parcel Maps and Record of Survey Maps:** The applicant is responsible for notifying the County Surveyor prior to map filing of the desire for having a conformed copy.

   In some instances, a Parcel Map may be required to be approved by the Board of Supervisors. In these instances, the procedures for Final Maps apply.

3. **Fees:** The applicant is required to pay the County Surveyor for the cost of making a copy of the map; and to pay County Recorder fees for making the conformed copy. The fees for copying the map are set forth in the County Fee Schedule.

Notes:

1. **Legal References:** Government Code Section 27366 for conformed copies. The process for making a copy of the map will slightly delay the time frame in which the map is filed.
2. The County Recorder has advised that the timeframe in which a copy of a filed map is made available is short thereby making the time and expense of having a conformed copy unnecessary. Questions related to the timeframe from which a map is filed to when a copy of the filed map is available should be directed to the County Recorder.
3. As an alternative to having the County Surveyor make the map copy, the applicant can work directly with the County Recorder to have the map original released to a bonded reprographics firm to have the required map copy made. The County Recorder can advise the applicant of the process.

2.5 County Recorder Requirements

The County Recorder has rejected maps in the past for the following issues:

A. The Surveyor's signature crossed any of the lines or printed text of the seal.
B. The Notary Acknowledgment seal is smeared or otherwise not legible.
C. Signatures or handwritten text crossed over any printed text or lines.
D. White-out was used on the mylar for corrections.

2.6 Subdivision Agreement

A Subdivision Agreement is required for all Final Maps when required subdivision improvements have not been completed at the time of map filing. Subdivision improvements for Parcel Maps may be deferred until the first issuance of permits or other grant of approval for development of any of the parcels, unless the findings required by Section 66411.1(b) of the Map Act have been made in the approval of the Tentative Parcel Map. In this case, a Notice of Construction Requirements will be prepared and recorded at the time of filing the map. When the Map Act (66411(b)) findings have been made, a Subdivision Agreement is required when improvements have not been completed at the time of map filing.

These agreements and/or notices are prepared and coordinated through the Land Use Division.

Notes:

1. **Legal References:** Government Code Section 66411.1(b) for Parcel Maps; Government Code Section 66499 for agreements and bonds; County Code Section 326-2 for Improvement Agreements.

2.7 Road Maintenance Association

Most subdivisions are required to form (or join an existing) Road Maintenance Association. When applicable, it is included as a condition in the Conditions of Approval for the tentative map. See the Public Works website for Private Roads. The webpage has a link to a Road Maintenance Association Formation Information & Recommendation Handout. The Road Maintenance Formation (or annexation) document is to be recorded concurrently with the filing of the subdivision map.

Notes:

1. **Legal References:** County Code Section 324-2.

3.0 Subdivision Maps

3.1 Sheet Layout

The sheet size is 18” x 26” and shall have a 16” x 24” border with a 1” blank margin. The book and page information shall be placed in the lower right side within the blank margin.

A. LAYOUT OF TITLE SHEET

Note that a **Vicinity Map** is not required or recommended to show on Subdivision maps.

In Humboldt County, the title sheet is typically laid out in landscape with the following arrangement:

26" side

(Owner’s)(Subdivider’s) Statement	**Tax Collector’s Certificate**	**Surveyor’s Statement**
Notary Acknowledgements (*if room exists, otherwise include on subsequent sheets)*	**(Clerk of the Board Certificate)**	**County Surveyor’s Statement**
	(County Dedications)	**County Recorder’s Statement**
(Signature Omissions)(Easement Notes) (*if room exists, otherwise include on subsequent sheets)*	**(Abandonment Note)**	**Basis of Bearings**
	(Easements Created by this map)	
	(Notice of Development Plan Note) (Notice of Development and Geologic Plan Note)	
	(Non-County Lane Note)	
	(Further Subdivision Statement)	
	(Access Note)	
		<Title Block>

18" side

Book _____of (Parcel Maps) (Maps), Page_____

B. LAYOUT OF SUBSEQUENT SHEETS

26" side

(Fee Information Note)

18"

<Title Block>

Book _____of (Parcel Maps) (Maps), Page_____

C. Notes:

1. **Legal References:** Government Code Section 66434 for Final Maps; County Code Section 326-32 and Government Code Section 66445 for Parcel Maps
2. The County Recorder has requested that the book and page filing information be placed in the lower right side within the blank margin of each sheet.

3.2 Title Block

(Vesting) (Parcel Map) (Tract) No. _____

<subdivision name, if any>

for <name of the subdivider>

for (subdivision) (planned unit development) (condominium) (SB 9 subdivision) purposes
Planning Department Record No. <record number>

In the unincorporated area of the County of Humboldt, State of California

Within <public lands reference>, Humboldt Meridian

Being a subdivision of that certain real property as described in <preamble>

Date of Survey: <date> <name of surveyor/engineer>, (LS)(RCE) <license number>

Scale: 1" = <scale>' Sheet <number> of <number>

Notes:

1. For the sake of conformity, the following is recommended. The title block is typically shown in the lower right-hand corner of the sheet. It is typically 6" wide by 4" tall.

2. **<public lands reference>** is to include the section, township, range. Sections are to be listed to the nearest 1/4 1/4.

   Example:

   N 1/2 of NW 1/4 Section 36 and NE 1/4 of SE 1/4 Section 35, Township 3 North, Range 2 East and NW 1/4 of SW 1/4 Section 6, Township 3 North, Range 3 East

3. **<preamble>** is to include the vesting deed recording reference in addition to what may be listed in the preamble on the preliminary subdivision report.

4. The **Map No.** is assigned by the County Recorder and is filled in by the County Recorder at the time that the subdivision map is filed with the County Recorder.

3.3 Owner's Statement

A. Owner's Statement (one owner):

OWNER'S STATEMENT

That the undersigned, being the party having a record title interest in the real property being subdivided by this map, does hereby consent to the preparation and filing of this map and to the dedication of the easements for the purposes shown hereon. (The expressed rights to the public in general and to the several utility companies shall be and shall remain inferior to the superior rights of the County of Humboldt.)

<Name of Owner with Vesting>

_____ _____

<Name of Owner> Date

B. Owners' Statement (multiple owners):

OWNERS' STATEMENT

That the undersigned, being the parties having a record title interest in the real property being subdivided by this map, do hereby consent to the preparation and filing of this map and to the dedication of the easements for the purposes shown hereon. (The expressed rights to the public in general and to the several utility companies shall be and shall remain inferior to the superior rights of the County of Humboldt.)

<Name of Owner with Vesting>

_____ _____
<Name of Owner> Date

_____ _____
<Name of Owner> Date

C. Notes:

1. **Legal References:** Government Code Sections 66430, 66436, and 66445(e); County Code Section 323-6(c).
2. **The expressed rights language:** Only include this sentence if there are public road or public utility easements dedicated to Humboldt County.
3. **Corporation Signatures:** Corporations require two (2) signatures: President or Vice-President; and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. One signature may be acceptable if a certified corporate resolution is provided indicating that a specific officer may sign on behalf of the corporation.
4. **<Name of Owner with Vesting>** must be the same as shown in the recorded documents and the Preliminary Subdivision Report. Only list fee title owners and deed of trust beneficiaries/trustees.

   Examples:

   <Owner Name> & <Owner Name> Husband and wife as Community Property

   <Name of Corporation>, a California Limited Liability Company

   <Owner Name> as Trustee of the <Trust name> recorded on <Date> as Instrument No. <Instrument Number>, Official Records

   <Owner Name> as (Trustee)(Beneficiary) under a deed of trust recorded on <Date> as Instrument No. <Instrument Number>, Official Records.

5. **Preliminary Subdivision Report:** A Preliminary Subdivision Report no older than three (3) months must be provided at the time when the map is cleared for mylars.

3.4 Subdivider's Statement

A. Subdivider's Statement (one subdivider)

SUBDIVIDER'S STATEMENT
That the undersigned, being the subdivider, does hereby consent to the preparation and filing of this map as required by Section 66445(e) of the Subdivision Map Act and I consent to the recordation of this parcel map.

_____ _____
<Name of Subdivider> Date

Record Owners:
<names of fee title owners with vesting>

B. Subdividers' Statement (multiple subdividers)

SUBDIVIDERS' STATEMENT
That the undersigned, being the subdividers, do hereby consent to the preparation and recordation of this map as required by Section 66445(e) of the Subdivision Map Act and we consent to the recordation of this parcel map.

_____ _____
<Name of Subdivider> Date

_____ _____
<Name of Subdivider> Date

Record Owners:
<names of fee title record owners>

C. Notes:

1. **Legal References:** Government Code Section 66445(e)
2. **Parcel Map Special Provision:** Only applies for Parcel Maps when no dedications to the County are made.
3. **Title:** If the subdivider(s) are not the same as all of the fee title owners, the title company providing the subdivision guarantee should be advised prior to map filing to avoid conflicts.

3.5 Notary Acknowledgement (Parcel Maps & Final Maps)

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

State of California)

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

My principal place of business is in

_____ County

Printed Name_____

My Commission expires _____

Official seal not required.

Notes:

1. **Legal References:** Civil Code Section 1189 and Government Code Section 66436(c)
2. **{Notary Public,}:** Code Section 1189 requires "name and title of the officer" and does not specify the phrase "Notary Public." If this phrase is used, it will not be rejected by the County Surveyor.
3. **Parentheses:** Parentheses, when used elsewhere in this Guide, indicate a selection to be made by the map preparer. However, in the case of the Notary Acknowledgement, parentheses must be identical to what is shown here. The sole exception is the {Notary Public,} as noted in #2 above.
4. **Notary Seal:** Pursuant to Government Code Section 66436(c) & 66445(e), the official seal is not required so long as the name of the notary, the county of the notary's principal place of business and the notary's commission expiration date are provided immediately adjacent to the notary's signature.

   To avoid rejection of the map by the County Recorder due to smudging, ensure that the notary does not stamp their seal on the Mylar.
5. **Modification:** Use the exact language required by Civil Code Section 1189. It is the responsibility of the notary to manually edit the acknowledgement when completing it.

3.6 Signature Omissions

SIGNATURE OMISSIONS
The signature(s) of the parties named hereinafter as owner of the interest set forth have been omitted under provisions of Section 66436 of the Subdivision Map Act, as their interest is such that it cannot ripen into a fee title and said signature(s) are not required by the local agency.

<list>

The following is the format for listing holders of easements:

<name> holder of an easement for <purpose> per document recorded on <date> as <recording reference>. (Said easement is blanket in nature.) (Said easement cannot be located from record.)

The following is the format for listing holders of rights:

<name> holder of <purpose> rights per document recorded on <date> as <recording reference>. (Said rights are blanket in nature.)

Notes:

1. **Legal References:** Government Code Section 66436 for Final Maps; Government Code Section 66445(e) for Parcel Maps.
2. **Plotting:** Easements shall be plotted when feasible.
3. **Blanket Easement:** When an easement is not plottable due to it being blanket, use the optional language "Said Easement is blanket in nature." However, if the easement is blanket over a portion of the subdivision, it is then plottable.
4. **Indeterminate Easement:** If the location of easement cannot be determined from the deed, use the optional language "Said easement cannot be located from record."
5. **Special Provisions for Parcel Maps with Subdivider Statement:** Pursuant to Government Code 66445(e), use *Easement Notes* in lieu of *Signature Omissions*. See Section 3.7 Easement Notes.
6. **Legend:** To avoid the need to provide an easement legend on subsequent pages, it is acceptable to include a legend in the signature omission listings (as shown in the example below).
7. **Examples:**

1 Pacific Gas & Electric Company, holder of an easement for public utilities per document recorded on January 3, 1965, as Instrument No. 123, in Book 456, page 79, Official Records.

John Brown and Julie Brown, husband and wife as joint tenants, holder of mineral and oil rights per document recorded on August 1, 1903, in Book 234, page 56, of Deeds. Said rights are blanket in nature.

Verizon, Inc., a California Corporation, holder of an easement for public utilities per document recorded on March 14, 2011, as Instrument No. 2011-12345-6, Official Records. Said easement cannot be located from record.

2 Pacific Gas and Electric Company, a corporation, holder of an easement for public utility purposes per document recorded on 02/01/2003 as Instrument No. 2003-123456-3, Official Records. The bearings referenced in this document have been rotated 03°15'45" counterclockwise on this map.

Northwestern Pacific Railroad, a corporation, holder of an easement to take water per document recorded on February 4, 1898, in Book 123, page 456, of Deeds. Said easement is blanket in nature.

3.7 Easement Notes (Parcel Maps using Subdivider's Statement)

EASEMENT NOTES
<list>

Notes:

1. **Legal References:** Government Code 66445(e)
2. **<list>:** See Section 3.6 Signature Omissions for information on the format for listing easements.
3. **Holders of rights:** Holders of rights (such as mineral and oil rights) are not listed as they are not easements.

3.8 Tax Collector's Certificate

TAX COLLECTOR'S CERTIFICATE
I, Amy Christensen, Tax Collector of Humboldt County, California, hereby certify that, according to the records of this Office, as of this date, that there are no tax liens currently due against the land within this subdivision or parcel description described as Assessor's Parcel No.'s <APNs>, for any unpaid county taxes or special assessments.

I further certify that taxes or assessments which will become a lien on the property, but which are not yet currently due, are estimated at $_____ and that a bond in this amount has been collected and deposited with this office on behalf of the Board of Supervisors.

Amy Christensen
Humboldt County Tax Collector

By: _____Deputy _____
Date
_____
Print Name

Notes:

1. **Legal References:** Government Code Section 66492; County Code Section 326-22(b) for Final Maps; County Code Section 326-32(b) for Parcel Maps.
2. **Tax Collector:** Format approved by Humboldt County Tax Collector on 06/20/2023 (AC).

3.9 Clerk of the Board Statement (Final Maps)

CLERK OF THE BOARD STATEMENT

I, Kathy Hayes, Clerk of the Board of Supervisors of the County of Humboldt, State of California, hereby certify that said Board of Supervisors, at a meeting held on _____, 20___, at which a quorum was present, approved the subdivision map.

Kathy Hayes
Clerk of the Board of Supervisors

By: _____Deputy _____
Date
_____
Print Name

Include the following paragraph in the statement when easements are dedicated to the County and will be **accepted** by the County.

Said Board accepted those parcels of land and easements as offered for dedication for the uses set forth on the accompanying subdivision map in conformity with the terms and dedications summarized as follows:

<list>

Include the following paragraph in the statement when easements are dedicated to the County and will be **rejected** by the County.

Said Board rejected those parcels of land and easements as offered for dedication for the uses set forth on the accompanying subdivision map summarized as follows:

<list>

Include the following paragraph in the statement when there is an abandonment of a public easement on a **Parcel Map.**

Said Board abandoned all of the easements as described in the abandonment statement hereon, by the filing of this map, pursuant to section 66445(j) of the government code.

Include the following paragraph in the statement when there is an abandonment of a public easement on a **Final Map.**

Said Board abandoned all of the easements as described in the abandonment statement hereon, by the filing of this map, pursuant to section 66434(g) of the government code.

Notes:

1. **Legal References:** Government Code Sections 66440, 66434(g), and 66445(j)
2. **Clerk of the Board:** Format last reviewed by the Clerk of the Board of Supervisors on 06/20/2023 (KH).
3. **Abandonment:** When easements held by a public entity are to be abandoned on the map, a separate **Abandonment Note** must be added to the map.

   (See Section 3.12 Abandonment Statement)
4. **Special requirements for public right of ways less than 40 feet:** Streets & Highways Code Section 906 requires a unanimous vote of the Board of Supervisors to accept the dedication and proceed with maintenance of that roadway. This must be noted in the Board of Supervisors agenda item.
5. **Special requirements for Parcel Maps:** While Parcel Maps are typically approved by the County Surveyor in lieu of the Board of Supervisors, Streets & Highways Code Section 906 requires that the Board of Supervisors approve a Parcel Map if the map contains a public dedication for road right of way less than 40 feet in total width.

   Abandonments on the Parcel Map also require Board of Supervisor approval.
6. **<list>:** List all applicable easements for each statement, matching the format of the dedication language used on the map.

Examples:

Edeline Avenue for public utilities purposes

Parcel A for public utility purposes

Parcel B for park purposes

3.10 [Not Used]

3.11 County Dedications (Parcel Maps & Final Maps)

This language varies depending upon the types of easements being dedicated to Humboldt County and it must include the parcel being created, the dimensions of the parcel, which parcel(s) it is located in, what the easement is for and which Parcel(s) or Lot(s) it benefits. Note that for any roadway less than 40 feet in total width, CA Streets & Highways Code Section 906 requires a unanimous vote of the Board of Supervisors to accept the dedication and proceed with maintenance of that roadway.

PUBLIC DEDICATIONS CREATED BY THIS MAP
<Insert parcel> as shown hereon over a portion of <insert parcel(s) or lot(s) the easement is within> is a <dimensions of easement> <location of easement> for <purpose of easement> which is hereby created for the benefit of <parcel(s) or lots(s) the easement benefits>.

Notes:

1. This language varies depending upon the type of easement.
2. Note that for any roadway less than 40 feet in total width, Streets & Highways Code Section 906 requires a unanimous vote of the Board of Supervisors to accept the dedication and proceed with maintenance of that roadway. If a Parcel Map includes such a dedication, then the Clerk of the Board Statement must be used (See Section 3.9 Clerk of the Board Statement).
3. Examples:

   Parcel A, as shown hereon over Lots 1 through 10 is an easement of varying width for public road & culvert purposes which lies within 25 feet each side of the centerline of the existing paved traveled way, together with a slope maintenance easement 10 feet beyond the toe of fill slopes or top of cut slopes, hereby dedicated to the County of Humboldt for public use.

Parcel B, as shown hereon over (Parcels) (Lots) 1, 2 & 3 is a 10 foot wide easement for public utility and sidewalk purposes hereby dedicated to the County of Humboldt for public use.

Parcel C, as shown hereon along the street frontages of <insert road name>, is a pedestrian easement of variable width (dimensions shown on sheet 2) hereby irrevocably offered for dedication to the County of Humboldt for Public use.

Parcel D, as shown hereon over a portion of (Parcels) (Lots) 3 & 4 is a 1 foot wide non-vehicular access easement which is hereby dedicated to the County of Humboldt.

3.12 Abandonment Statement

A. Abandonment statement (Parcel Map):

ABANDONMENT STATEMENT
Pursuant to Section 66445(j) of the Subdivision Map Act, the filing of this final map constitutes abandonment of those (streets) (access restrictions) (easements) (building restriction rights) (_____) acquired by the (County of Humboldt)(<public entity>) per <insert reference> not shown on this map (except for ____).

B. Abandonment statement (Final Map):

ABANDONMENT STATEMENT
Pursuant to Section 66434(g) of the Subdivision Map Act, the filing of this final map constitutes abandonment of those (streets) (access restrictions) (easements) (building restriction rights) (_____) acquired by the (County of Humboldt)(<public entity>) per <insert reference> not shown on this map (except for ____).

C. Notes:

1. **Legal Authority:** Government Code Section 66445(j) for parcel maps; Government Code Section 66434(g) for final maps.
2. **Public Entities:** Provisions in state law allow for easements held by public entities to be abandoned on the map; subject to the approval of such public entity. When an easement to be abandoned is held by an entity other than the County of Humboldt, submit a letter to the County Surveyor from such entity agreeing to the abandonment.
3. **Parcel Map:** When an easement held by a public entity is to be abandoned on the map, the map must be approved by the Board of Supervisors. Use the Clerk of the Board Statement in Section 3.9 Clerk of the Board Statement.
4. **Partial abandonment:** When only a portion of an easement will be abandoned, the statement must indicate that only a portion of the easement is being abandoned. The portion to remain must be plotted and annotated on the map.

5. **Limitations:** The abandonment of easements is limited to only those portions within the border of the subdivision.
6. **Private Easements:** Private easements cannot be abandoned on the map. These must be quitclaimed prior to the map being filed; otherwise, the easement must be accounted for on the map.

3.13 Easements Created (Parcel Maps & Final Maps)

DEDICATIONS CREATED BY THIS MAP

<lettered parcel number> as shown hereon over a portion of <parcel(s) or lot(s) number(s) that the easement is within> is a <dimensions of easement> <location of easement> for <purpose of easement> which is hereby created for the benefit of <parcel(s) or lot(s) the easement benefits>.

Notes:

1. This language varies depending upon the type of easement.
2. Examples:

Parcel A, as shown hereon over a portion of Parcel 1, is a 50 foot wide easement lying 25 feet on each side of the centerline of Elizabeth Road for ingress, egress, together with a slope maintenance easement extending to a point 10 feet beyond the toe of fill slopes or top of cut slopes, and public utilities which is hereby created for the benefit of Parcel 2 of this subdivision.

Parcel B, as shown hereon over Lot 1, is a 15 foot wide easement for ingress and egress which is hereby created for the benefit of Lot 2 of this subdivision.

Parcel C (Elizabeth Road), as shown hereon over Lots 1 through 10, is a 50 foot wide easement for ingress, egress, and public utility purposes which is hereby created for the benefit of Lots 1 through 10 of this Subdivision.

Parcel D, as shown hereon over a portion of Lot 1, is a 4 foot by 10 foot easement for a U.S. Postal Box Unit (Neighborhood Box Unit) is hereby created for the benefit of Lots 1 through 10 of this Subdivision.

3.14 Development Plan Notice

DEVELOPMENT PLAN NOTICE

A Notice of Development Plan for the (parcels)(lots) of this subdivision has been recorded. The referenced document(s) is/are on file with the Humboldt County Planning Department under File No. APN <APN>, Record No. <record number>.

Notes:

1. Format approved by Planning & Building Department on 06/21/2023 (TE).

3.15 Development Plan and Geologic Report Notice

DEVELOPMENT PLAN AND GEOLOGIC REPORT NOTICE
A Notice of Development Plan and Geologic Report for the (parcels)(lots) of this subdivision has been recorded. The referenced document(s) is/are on file with the Humboldt County Planning Department under File No. APN <APN>, Record No. <record number>.

Notes:

1. Format approved by Planning & Building Department on 06/21/2023 (TE).

3.16 Non-County Lane Note

NON-COUNTY LANE NOTE
If the private lane or lanes shown on this plan of subdivision, or any part thereof, are to be accepted by the County for the benefit of the lot owners on such lane rather than the benefits of the County generally, such private lane or lanes or parts thereof shall first be improved at the sole cost of the affected lot owner or owners, so as to comply with the specifications as contained in the then-applicable subdivision regulations relating to public streets.

Notes:

1. **Legal References:** County Code Section 324-2
2. **Map Annotation Requirements:** Label the road on the parcel or final map as "Non-County-Lane" or "Non-County Road", also add the note above to sheet 1 of the map.

3.17 Further Subdivision Note

FURTHER SUBDIVISION NOTE
Further subdivisions of the lots created by this Subdivision, may require the performance of additional on-site and off-site improvements to the road connecting the subdivision to the County road or other publicly maintained road. If the County deems necessary, this work could require the road to be developed to the County road standards by the subdivider.

Notes:

1. **Legal References:** County Code Section 323-6

3.18 Access Note

A. Deeded right of way (Parcel Maps Only)

ACCESS NOTE
Access to (the subdivision)(Parcel ____)(Lot____) from a public road is per: <list>

B. No right of way of record (Parcel Maps Only)

ACCESS NOTE
There is no right of way of record that provides access from a public road to (the subdivision)(Parcel ____).

C. Access by permit (Parcel Maps Only)

ACCESS NOTE
Access to (the subdivision)(Parcel ____) from a public road is by permit (recorded <deed reference>)(on file in the County Surveyor's Office as <UR reference>).

D. Access by revocable permit (Parcel Maps Only)

ACCESS NOTE
Access to (the subdivision)(Parcel ____) from a public road is by revocable permit (recorded <deed reference>)(on file in the County Surveyor's Office as <UR reference>).

E. Notes:

1. **Legal References:** County Code Section 324-3 and 323-6.
2. Only use when the subdivision (or any parcel therein) does not take vehicular access from a public right of way.
3. When the access is plottable, it shall be shown and annotated on the map.
4. Final Map subdivisions must have recorded access to each lot from a publicly maintained road as required by County Code Section 324-3. Thus, the versions of the Access Note above apply only to Parcel Maps.
5. For Parcel Maps, a combination of the access notes listed may be needed to accommodate unique circumstances where access to the subdivision falls into more than one category.
6. For Parcel Maps, permits that are not recorded shall be submitted to the County Surveyor for inclusion in the *Unrecorded Documents* collection in the Office of the County Surveyor and then referenced on the map.
7. For Parcel Maps that rely upon access which is not of record, the County Surveyor will verify submittal of the executed contract agreeing to save harmless, defend and indemnify the County from any and all claims, actions, and damages arising out of the use or claim to use of the prescriptive easement as required by County Code Section 323-6(e).

3.19 Surveyor's Statement/Engineer's Statement (Parcel Map)

(SURVEYOR'S STATEMENT) (ENGINEER'S STATEMENT)

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of <name of person authorizing the map> on <date>. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any. I hereby state that all the monuments are of the character, and occupy the positions indicated or that they will be set in those positions before (<date*>)(thirty (30) days after completion of the improvements or twenty-four months from the filing date of this map, whichever occurs first), and that the monuments are, or will be, sufficient to enable the survey to be retraced.



_____ _____

<Name>, (LS)(RCE) <License No.> Date

Notes:

1. **Legal References:** Government Code Sections 66449 and 66445(i); County Code Sections 326-2, 326-14 and 326-15(f); California Code of Regulations Section 411; and Business and Professions Code Section 8761.
2. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
3. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).
4. **<Date*>:** If monuments have been set prior to filing the map, use the date that the monuments were set. Any date up to 30 days after completion of improvements, or 24 months from the filing date of the map (whichever occurs first), may be used. If special circumstances exist that require a date beyond 24 months from the filing date, contact the County Surveyor.

5. **Multiple Surveyors:** When more than one licensed professional is involved in preparing the survey, provision of California Code of Regulations Section 411(g)(3) apply.

3.20 Surveyor's Statement/Engineer's Statement (Final Map)

(SURVEYOR'S STATEMENT) (ENGINEER'S STATEMENT)

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of <name of person authorizing the map> on <date>. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions before (<date*>)(thirty (30) days after completion of the improvements or twenty-four months from the filing date of this map, whichever occurs first), and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved tentative map. I hereby state that said survey is true and complete as shown.



_____ _____

<Name>, (LS)(RCE) <License No.> Date

Notes:

1. **Legal References:** Government Code Sections 66442.5 and 66441; County Code Sections 326-2 and 326-15(f); California Code of Regulations Section 411; Business and Professions Code Section 8761.
2. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
3. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).

4. **<Date*>:** If monuments have been set prior to filing the map, use the date that the monuments were set. Any date up to 30 days after completion of improvements, or 24 months from the filing date of the map (whichever occurs first), may be used. If special circumstances exist that require a date beyond 24 months from the filing date, contact the County Surveyor.
5. **Multiple Surveyors:** When more than one licensed professional is involved in preparing the survey, provision of California Code of Regulations Section 411(g)(3) apply.

3.21 County Surveyor's Statement (Parcel Map)

COUNTY SURVEYOR'S STATEMENT

I hereby state that I have examined this map; that the subdivision as shown is substantially the same as it appeared on the tentative map, if required, and any approved alterations thereof; that all provisions of the Subdivision Map Act and of any local subdivision ordinances of the County of Humboldt applicable at the time of approval of the tentative map, if required, have been complied with; and that I am satisfied that this map is technically correct.

I hereby approve this subdivision map pursuant to County Code Section 326-31.

_____ _____

Robert W. Bronkall, LS 7645 Date
County Surveyor



Include the following paragraph in the statement when easements are dedicated to the County and will be **accepted** by the County.

Pursuant to County Code Section 326-31, I certify that I have accepted on behalf of the County those parcels of land and easements as offered for dedication for the uses set forth on the accompanying subdivision map in conformity with the terms and dedications summarized as follows:

<list>

Include the following paragraph in the statement when easements are dedicated to the County and will be **rejected** by the County.

Pursuant to County Code Section 326-31, I certify that I have rejected on behalf of the County those parcels of land and easements as offered for dedication for the uses set forth on the accompanying subdivision map summarized as follows:

<list>

Notes:

1. **Legal References:** Government Code Section 66450; County Code Section 323-31.
2. **County Surveyor Approval**: In most instances, the County Surveyor is authorized by County Code Section 323-31 to approve the map. When this is not the case, eliminate the "Pursuant to County Code Section 326-31…" language; and any acceptance / rejection language.
3. **Special requirements for Board of Supervisor approval:** While Parcel Maps are typically approved by the County Surveyor in lieu of the Board of Supervisors, Streets & Highways Code Section 906 requires that the Board of Supervisors approve a Parcel Map if the map contains a public dedication for road right of way less than 40 feet in total width.

   Abandonments on the Parcel Map also require Board of Supervisor approval.

   Use Section 3.9 Clerk of the Board Statement (Final Maps)

4. **<list>:** List all applicable easements for each statement, matching the format of the dedication language used on the map.

   a. **Examples:**

      Edeline Avenue for public utilities purposes

      Parcel A for public utility purposes

      Parcel B for park purposes

3.22 County Surveyor's Statement (Final Map)

COUNTY SURVEYOR'S STATEMENT

I hereby state that I have examined this map; that the subdivision as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of the Subdivision Map Act and of any local subdivision ordinances of the County of Humboldt applicable at the time of approval of the tentative map have been complied with; and that I am satisfied that this map is technically correct.



_____ _____
Robert W. Bronkall, LS 7645 Date
County Surveyor

Notes:

1. **Legal References:** Government Code Section 66442

3.23 County Recorder's Statement (Parcel Map)

COUNTY RECORDER'S STATEMENT
Filed this _____day of _____, 20_____, at _____ m. in Book _____ of Parcel Maps, at page(s) _____, at the request of _____.

Juan P. Cervantes
Humboldt County Recorder

By: _____ Deputy

Fee: _____

Instrument No. _____

Notes:

1. **Legal References:** Government Code Section 66449
2. **County Recorder:** Format approved by Humboldt County Recorder on 06/16/2023.

3.24 County Recorder's Statement (Final Map)

COUNTY RECORDER'S STATEMENT
Filed this _____day of _____, 20_____, at _____ m. in Book _____ of Maps, at page(s) _____, at the request of _____.

Juan P. Cervantes

Humboldt County Recorder

By: _____ Deputy

Fee: _____

Instrument No. _____

Notes:

1. **Legal References:** Government Code Section 66442.5
2. **County Recorder:** Format approved by Humboldt County Recorder on 06/16/2023.

3.25 Basis of Bearings

A. Basis of Bearings:

BASIS OF BEARINGS
The bearings shown hereon are based on the (centerline) (sideline) (northerly line) (_____) line of (street) (section) (_____) being <bearing> as shown on <name of permanent record and County Recorder recording/filing reference>.

B. Basis of Bearings (rotated):

BASIS OF BEARINGS
The bearings shown hereon are based on the (centerline) (sideline) (northerly line) (_____) line of (street) (section) (_____) shown as <bearing> on <name of permanent record and County Recorder recording/filing reference> and shown as <bearing> on this map.

Notes:

1. This is not a recommended method for establishing a Basis of Bearings and will only be considered when required by special circumstances.
2. This is intended to be used as a solution when a defect in the basis of bearings is discovered after the map has been prepared and updating all of the bearings on the map would be a burden.

C. Basis of Bearings (California Coordinates):

BASIS OF BEARINGS
The bearings shown hereon are based on the California Coordinate System (NAD 27)(NAD 83) Zone <number>, Epoch <epoch>, having a convergence angle of <convergence angle>) as determined locally by the line between <reference control monuments or Continuous

Operating Reference stations (CORS)> shown herein as < grid bearing>. To obtain geodetic bearings, rotate the grid bearings shown hereon counterclockwise by the mapping angle of <mapping angle>. To obtain ground distances, divide the distances shown hereon by the combined grid factor of <combined grid factor>. Said mapping angle and combined factor were calculated near <reference control monuments and elevation>.

Or:

…as shown on <reference map> as <grid bearing>.

Notes:

1. See Section 3.35 Use of the California State Plane Coordinate System
2. **Graphical relationship:** When this system is used, the map shall show the line or lines connecting the survey to the control stations used, showing the grid bearings between them and the relationship between grid north and astronomic north (theta angle). Should coordinates be shown for points established on the map, the control scheme by means of which the coordinates were determined must also be shown on the map. Refer to Public Resource Code Section 8813.
3. **NAD27 / NAD 83:** Public Resource Code Section 8817 requires NAD 83 for all new surveys and new mapping projects effective January 1, 1995.

3.26 Fee Ownership Note

If the boundaries of the parcels or lots extend to the center of a road and it is not clearly shown on the map, then a fee ownership note is required.

FEE OWNERSHIP NOTE
The fee ownership of (Parcels)(Lots) along <street name> extends to the center of the street.

3.27 Off-site Easements by Separate Document

Off-site easements (including easements on remainder parcels) cannot be created by a parcel or final map. They can either be recorded by separate document prior to the map being filed, then added to the Signature Omissions or Easement Notes; or recorded by separate document after the map is filed.

When feasible, these easements should be recorded first so that they can be shown on the map.

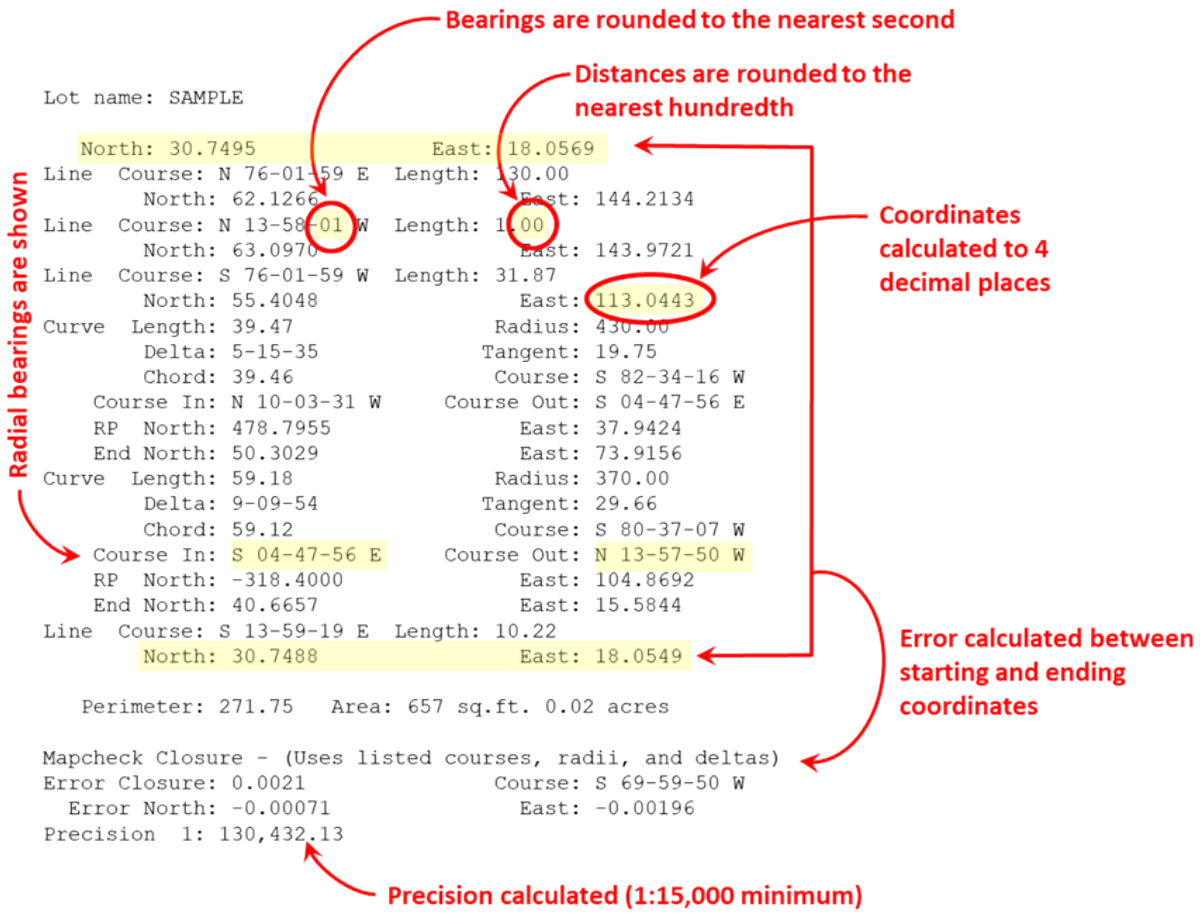
3.28 Closure Calculations

Submit closure calculations for all lots, blocks, centerline loops and other closed figures. Closure calculations are to show bearings and deltas to the nearest second, and distances to the nearest hundredth. Closure calculations must show radial bearings in/out of curves. Closure calculations must show starting and ending coordinates for each segment. Closure calculations must show precision and have a minimum precision of 1:15,000.

Notes:

1. **Legal Reference:** County Code Section 326-14(b).
2. **Sample Closure Calculation**

Sample Closure Calculation




```
Lot name: SAMPLE

   North: 30.7495              East: 18.0569
Line  Course: N 76-01-59 E  Length: 130.00
        North: 62.1266              East: 144.2134
Line  Course: N 13-58-01 W  Length: 1.00
        North: 63.0970              East: 143.9721
Line  Course: S 76-01-59 W  Length: 31.87
        North: 55.4048              East: 113.0443
Curve  Length: 39.47              Radius: 430.00
        Delta: 5-15-35           Tangent: 19.75
        Chord: 39.46              Course: S 82-34-16 W
    Course In: N 10-03-31 W   Course Out: S 04-47-56 E
    RP  North: 478.7955             East: 37.9424
    End North: 50.3029              East: 73.9156
Curve  Length: 59.18              Radius: 370.00
        Delta: 9-09-54           Tangent: 29.66
        Chord: 59.12              Course: S 80-37-07 W
    Course In: S 04-47-56 E   Course Out: N 13-57-50 W
    RP  North: -318.4000            East: 104.8692
    End North: 40.6657              East: 15.5844
Line  Course: S 13-59-19 E  Length: 10.22
        North: 30.7488              East: 18.0549

   Perimeter: 271.75   Area: 657 sq.ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0021           Course: S 69-59-50 W
  Error North: -0.00071           East: -0.00196
Precision  1: 130,432.13
```

Precision = Perimeter ÷ Error Closure
= 271.75 ÷ 0.0021
= 130,432.13
1 : 130,432.13

Note: Closure calculations are different from inverse calculations. Closure calculations start with a set of coordinates and calculate ending coordinates using bearings (rounded to the nearest second) and distances (rounded to the nearest hundredth).

3.29 Lot Areas

Label all lots with the lot area.

Lot size is defined as the total area of a lot. This may be thought of as the "gross" lot area (GLA). For lots less than one acre in size, zoning requirements for minimum lot size must be met with "net" lot area (NLA), that is, the GLA subtracting any road, street or access easements.

If there is insufficient room to include lot area annotations inside the lot, then a lot area table may be provided elsewhere on the map.

Notes:

1. **Legal Reference:** County Code Section 313-147 Definition of Lot Size [inside the Coastal Zone] and Section 314-147 Definition of Lot Size [outside the Coastal Zone].

3.30 Monumentation

Durable monuments shall be set in accordance with the state law and local ordinance.

Plastic caps are not durable in areas prone to wildland fires. However, a plastic cap combined with a secondary tag such as a washer wired to a pipe would be considered durable.

- **CONTROLLING FOUND MONUMENTS**

  When depicting a found monument, state the tag number on the monument. If no tag is found, state NO TAG. If the tag is illegible, state TAG ILLEGIBLE. For monuments with an inscription, provide a diagram showing the inscription.

  If a NO TAG or TAG ILLEGIBLE monument is a controlling monument, then set a monument as part of your survey.

- **CENTERLINE MONUMENTS**

  When setting centerline monuments, set centerline ties and file a corner record for the centerline monument and centerline ties. When possible, centerline ties should be tangent ties. Care should be taken to place ties outside of areas likely to be disturbed when curb ramps are constructed/re-constructed. In urban areas, ties should be set in the top of the curb. In rural areas, ties should be set outside of the paved roadway.

Notes:

1. **Legal References:** Government Code Sections 66495, 66496, 66497, 66498; Business & Professions Code Section 8771, 8772, 8773.3; and County Code Section 326-15.

3.31 Contiguous Ownership / Remainder Parcels

Legal References: Government Code Sections 66424, 66424.6, 66434(e)(1)(2), 66445(d)(1)(2)

All contiguous ownership must be shown on the final map / parcel map.

If the land being subdivided is a portion of a larger parcel described by a single deed, and a portion is not being divided, said portion is to be labeled REMAINDER and not "REMAINDER PARCEL". Remainder portions less than five acres must be surveyed, and the data must be shown on the final map. If the remainder portion is five acres or greater in area, it should be shown as a remainder, with no survey data required. Reference to the deed within the remainder area shall be shown.

The remainder boundary shall be outlined with a solid line of lesser weight than the subdivision boundary.

If subdividing a multi-unit (phased) map, mapping the "overall tentative map boundary" is required. Areas not already covered by a prior phase are labelled as NOT A PART on the current map.

NOT A PART OF THIS SUBDIVISION shall be designated for land under different ownership and shall be excluded from the subdivision boundary. Reference to the vesting document shall be shown on the map. No easements may be created or dedicated on the final map / parcel map within any portion labeled as "NOT A PART OF THIS SUBDIVISION".

For legal description purposes "The Remainder Parcel as shown on Parcel Map…" is not a sufficient description. Reference should be made to the existing vesting document excepting therefrom the final map / parcel map or Certificate of Compliance.

If a Certificate of Compliance for the Remainder Parcel is being recorded concurrently with the final map / parcel map, the following note is to be shown on same sheet (of the Final Map) as the Remainder Parcel. It should be placed inside the parcel if there is sufficient room or as close to it as possible if not:

CERTIFICATE OF COMPLIANCE

RECORDED _____, 20____ AS

INSTRUMENT NO._____, OFFICIAL RECORDS

Notes:

1. **Legal References:** Government Code Sections 66424, 66424.6, 66434(e)(1)(2), and 66445(d)(1)(2)

3.32 Subdivision of Tribal Land

The Tribal Lands or TL Zone is intended to implement the Tribal Lands (TL) and the Tribal Trust Lands (TTL) Land Use Designations contained in General Plan Land Use Element Section 4.8, Land Use Designations. The TL Zone is intended to be applied to land planned as Tribal Trust Land (TTL) or land located on Native American reservations and rancherias that is not zoned TPZ and is identified as Tribal Lands (TL) on the General Plan Land Use Map.

There are levels of potential County involvement in subdivision of tribal land:

- The County does not have land use jurisdiction over land within a reservation or rancheria held in trust by the Federal government for a tribe or its members; or owned in fee by the tribe or by members of the tribe.
- The County may have land use jurisdiction over land owned in fee by nontribal members within the boundaries of a rancheria or reservation, except land owned in fee by non-tribal members within the boundaries of the Hoopa Reservation.

Subdividers of land within a reservation or rancheria may be requested to provide additional information to enable the County to determine if the County has jurisdiction.

Notes:

1. **Legal References:** Humboldt County Code Section 314-7.6 [inland areas]

   There does not appear to be a reference in County Code for coastal areas.

3.33 Tentative map time extension and expiration table

Item	Final Map GC (SMA) Reference	Parcel Map GC (SMA) Reference
Initial Term		
Two (2) years upon approval of the Tentative Map County Code Section 323.5-8 (vesting map)	66452.6(a)	66463.5(a)
Automatic Time Extensions		
Two (2) year automatic time extension for all maps not expired on 09/13/1993	66452.11	66452.11
One (1) year automatic time extension for all maps not expired as of 05/15/1996	66452.13	66452.13
One (1) year automatic time extension for all maps valid as of 07/15/2008 that will expire before 01/01/2011	66452.21	66452.21
Two (2) year automatic time extension for all maps valid as of 07/15/2009 that will expire before 01/01/2012	66452.22	66452.22

Two (2) year automatic time extension for all maps valid as of 07/15/2011 that will expire before 01/01/2014	66452.23	66452.23
Two (2) year automatic time extension for all maps valid as of 07/11/2013 that were approved on or after 01/01/2000	66452.24	66452.24
Two (2) year automatic time extension for all maps approved between 01/01/2002 and 07/11/2013 in Fresno, Imperial, Kings, Madera, Modoc, Siskiyou, Stanislaus, Tulare, and Yuba Counties	66452.25	66452.25
Two (2) year automatic time extension for single family and multi-family housing maps approved between 01/01/2006 and 07/11/2013 in Fresno, Imperial, Kings, Madera, Modoc, Siskiyou, Stanislaus, Tulare, and Yuba Counties	66452.26	66452.26
Three (3) year automatic time extension for single family and multi-family housing maps approved between 01/01/2006 and 03/31/2019 in Butte County	66452.27	66452.27
One (18) month automatic extension for all maps approved before 03/04/2022 and that will expire before 12/31/2021 (AB 1561; 09/28/2020)	65914.5(b)	65914.5(b)
Up to eight (8) years automatic: when offsite improvements are greater than $236,790*; 3 years automatically for each phased map that is filed for a maximum of 8 years. *Amount subject to increase annually per 66452.6(a)(2)	66452.6(a)	N/A
Up to Five (5) years automatic: stay for moratorium (120 day minimum)	66452.6(b)	66463.5(d)
Discretionary Time Extensions		
Up to six (6) years: six one-year discretionary extensions; must be applied for by applicant	66452.6(e)	66463.5(c)
Two (2) year discretionary time extension for all maps approved before 12/31/1999; must be applied for by applicant	66452.24	66452.24
Up to Five (5) years discretionary: stay for litigation; must be applied for by applicant	66452.6(c)	66463.5(e)
Development Agreements		
Negotiated (established by agreement): Maps with a Development Agreement	66452.6(a)	66452.6(a)
Time Extension Application		
60 days: Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for **60 days** or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first.	66452.6(e)	66452.6(e)
15 days: If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within **15 days** after the advisory agency has denied the extension.	66452.6(e)	66452.6(e)

3.34 Timely filing of maps prior to expiration

The Subdivision Map Act allows for certain processing of maps to occur after the expiration of the tentative map if a timely filing has been made. To avoid confusion a subdivision map will be considered to be timely filed if the following have occurred or been submitted to the County Surveyor's office prior to the expiration of the tentative map:

- □ Land Use Division sign-off. In general, this includes, but is not limited to, the following:

- □ Final Map – improvements are completed or bonded for with an executed Subdivision Agreement submitted.
- □ Parcel Map – improvements are completed or deferred as allowed by the Subdivision Map Act and/or the conditions of approval.
- □ Maintenance Agreements provided.
- □ All Conditions of Approval tied to the filing of the subdivision map have been satisfied.
- □ Verification that the Subdivision Inspection deposit has a sufficient positive balance.

□ Planning & Building sign-off. In general, this includes but is not limited to, the following:
- Development plan approved.
- Park in-lieu fees paid.
- All Conditions of Approval tied to the filing of the subdivision map have been satisfied.

□ The subdivision map has previously been "cleared" by the County Surveyor for submittal of the mylar.

□ The mylar subdivision map has been properly signed, stamped, and sealed (as appropriate) by all parties except:
a. Clerk of the Board
b. County Surveyor
c. County Recorder

□ Verification that all signatures, stamps and seals are legible and opaque.

□ Verification that the ink used on the subdivision map is permanent (AKA smudge test)

□ Submission of a preliminary subdivision report dated within three months.

□ Verification that the subdivision map (and all documents that are to be recorded concurrently with the filing of the subdivision map) are consistent with the preliminary subdivision report.

□ Submission of County Recorder Fees

□ Verification that the Subdivision Map Check deposit has a sufficient positive balance.

Notes:

1. **Legal References:** Government Code Section 66452.6(d)
2. It is the responsibility of the applicant to know the expiration date of the tentative map and to plan accordingly.

3.35 Use of the California State Plane Coordinate System

When this system is used, the following shall be shown to ensure compliance with Public Resource Code Sections 8801-8819.

1. Plane coordinate values may be expressed in meters or U.S. Survey Feet: units shall be noted.
2. Use of CCS83 (even for basis of bearings without intent to establish coordinates) shall include the following items in their documentation:
   a. Epoch date in decimal year format with two decimal places
   b. Datum and zone names as per PRC Section 8815 and PRC Sections 8803-8809.
3. Ground Surveys: if survey and map are showing ground distances, the following statement (or some form of it) should be made:

   Distances shown hereon are in ground distance. To approximate CCS83 grid distances multiply the distances by the combination factor provided hereon**.**
4. Grid Surveys: if survey and map are showing CCS83 grid coordinate values or distances, the following statement (or some form of it) should be made:

   Distances shown hereon or inversed from coordinates shown hereon are in reference to CCS83. To approximate local ground distances, divide by the combination factor provided hereon.
5. Presenting coordinate values, or a basis of bearings derived from coordinate values, involves showing significant figures, which by their very nature claim accuracy. Per PRC Section 8813.2(b), provide the FGDC or FGCS accuracy standard of the CCS83 value or values established in this survey and identified as either a local or network accuracy.
6. Per PRC Section 8813.2(c), additional written data that justifies the FGDC or FGCS accuracy standards. Such additional written data shall include observation equipment, control diagram including required field observed statistically independent connection or connections, adjustment methodology and software used, a summary of the procedures used or a reference to published commonly accepted procedural specifications, final residuals or closures, and other data essential for others to evaluate the survey.
7. Per PRC Section 8813.3(a), the station or stations to which the CCS83 value or values are referenced and connected and the CCS83 value or values and the published or stated accuracy or accuracies of that reference station or stations shall be shown also on the document.
8. Notation of names of the field observed ties (e.g., acceptable CORS stations), to include:
   a. Station
   b. Northing (Y) NOTE UNITS
   c. Easting (X) NOTE UNITS
   d. Height (or) Elevation NOTE UNITS
   e. Accuracy (ies)

9. Of course, a survey that uses or establishes a CC83 value shall have field-observed connections to horizontal reference stations either published by the California Spatial Reference Center (CSRC) or the National Geodetic Survey NGS) or to stations that meet all the requirements for inclusion in the CSRC Network.

10. Per PRC Section 8815.5: when CCS83 coordinates are shown on any map, corner record, or record of survey, a mapping angle, combined grid factor, and the elevation used to determine the combined grid factor shall be shown on the map, corner record, or record of survey for at least one representative point.

    a. Mapping Angle and Grid Factor
    b. Station
    c. Northing (Y) NOTE UNITS
    d. Easting (X) NOTE UNITS
    e. Mapping Angle (theta)
    f. Combination Factor
    g. Elevation (optional; refers to California Orthometric Height)
    h. Height (refers to California Geodetic Coordinate ellipsoid height, used to calculate Combination Factor)

4.0 Record of Survey Maps

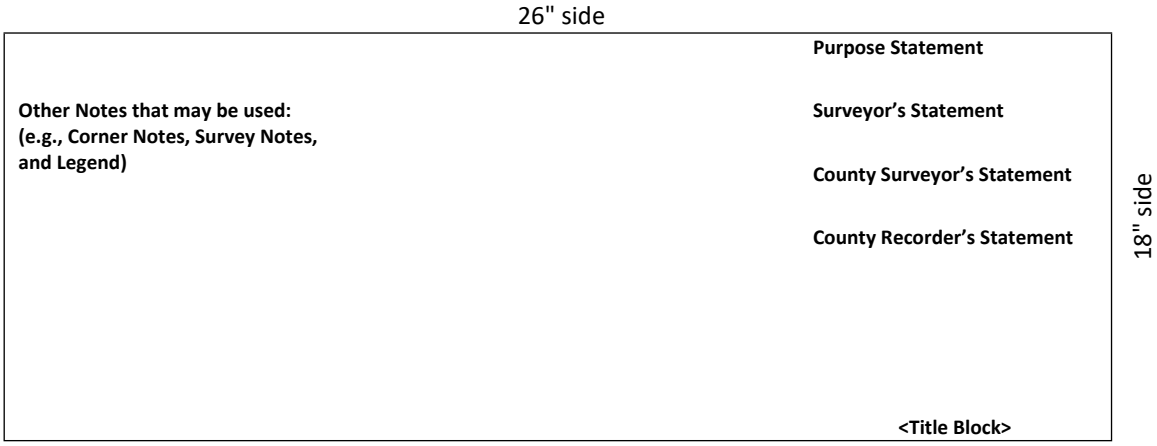
4.1 Sheet Layout

The sheet size is 18” x 26” and shall have a 16” x 24” border with a 1” blank margin. The book and page information shall be placed in the lower right side within the blank margin.

1. LAYOUT OF FIRST SHEET

Note that a **Vicinity Map** is not required or recommended to show on Subdivision maps.

In Humboldt County, the title sheet is typically laid out in landscape with the following arrangement:



Book _____of Surveys, Page_____

2. LAYOUT OF SUBSEQUENT SHEETS



Book _____of Surveys, Page_____

Notes:

1. **Legal References:** Business & Professions Code Section 8763
2. The County Recorder has requested that the book and page filing information be placed in the lower right side within the blank margin of each sheet.

4.2 Title Block

Record of Survey

for <name of client>

In the (city of <name>)(unincorporated area of the County of Humboldt),

State of California

Within <public lands reference>, Humboldt Meridian

Date of Survey: <date> <name of surveyor/engineer>, (LS)(RCE)<license no.>

Scale: 1" = <scale>' Sheet <number> of <number>

Notes:

1. For the sake of conformity, the following is recommended. The title block is typically shown in the lower right-hand corner of the sheet. It is typically 6" wide by 4" tall.
2. **<public lands reference>** is to include the section, township, range. Sections are to be listed to the nearest 1/4 1/4.

   Example:

   N 1/2 of NW 1/4 Section 36 and NE 1/4 of SE 1/4 Section 35, Township 3 North, Range 2 East and NW 1/4 of SW 1/4 Section 6, Township 3 North, Range 3 East

4.3 Purpose Statement

PURPOSE STATEMENT
The Purpose of this Record of Survey is to <purpose> the land described in <recorded document reference number>.

NOTES:

1. **Legal References:** Business & Professions Code Section 8764(b)
2. Business & Professions Code Section 8764(b) provides provisions that the statement may be omitted if the purpose is graphically shown on the map. The use of a Purpose Statement is encouraged.
3. **Sample <purpose> language for Lot Line Adjustment:**

   PURPOSE STATEMENT
   The purpose of this Record of Survey is to illustrate and monument the boundaries of an approved lot line adjustment between those parcels of land described in Notice of Lot Line Adjustment and Certificate of Subdivision Compliance recorded on <date> as Instrument No. <instrument number>.

4. **Sample <purpose> language for Boundary Correction:**

   PURPOSE STATEMENT
   The purpose of this Record of Survey is to illustrate and monument the boundaries of an approved Boundary Correction between those parcels of land described in:

   Instrument No. <insert instrument number>, recorded <date>

   Instrument No. <insert instrument number>, recorded <date>

   See Boundary Correction Deed recorded on <date> as Instrument No <insert instrument number> O.R.

4.4 Basis of Bearings

(See Section 3.25 Basis of Bearings)

4.5 Surveyor's Statement

SURVEYOR'S STATEMENT
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act at the request of <name of Person Authorizing Survey> in <month>, <year>.



_____ _____
<Name>, (LS)(RCE) <License No.> Date

Notes:

1. **Legal References:** California Code of Regulations Section 411; Business and Professions Code Section 8761 and 8764.5.
2. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
3. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).
4. **Multiple Surveyors:** When more than one licensed professional is involved in preparing the survey, provision of California Code of Regulations Section 411(g)(3) apply.

4.6 County Surveyor's Statement

COUNTY SURVEYOR'S STATEMENT
This map has been examined in accordance with Section 8766 of the Professional Land Surveyors' Act this _____ day of _____, 20_____.



_____ _____
Robert W. Bronkall, LS 7645 Date
County Surveyor

Notes:

1. **Legal References:** Business and Professions Code Section 8764.5.

4.7 County Recorder's Statement

COUNTY RECORDER'S STATEMENT
Filed this _____day of _____, 20____, at _____.m. in Book____ of Surveys, at page(s) _____, at the request of_____.

Juan P. Cervantes

Humboldt County Recorder

By: _____ Deputy

Fee: _____

Instrument No. _____

Notes:

1. **Legal References:** Business and Professions Code Section 8764.5.
2. Format provided by Humboldt County Recorder on 06/16/2023.

4.8 Subdivision Map Act Compliance

SUBDIVISION MAP ACT COMPLIANCE CERTIFICATE
I hereby certify that this map complies with all provisions of the Subdivision Map Act and with all applicable ordinances enacted pursuant thereto because no division of land is hereby made.

_____ _____
Robert W. Bronkall, LS 7645 Date
County Surveyor

Notes:

1. **Legal References:** Business & Professions Code Section 8762.5
2. Use this certificate when showing fee title or lease area on a Record of Survey that is not shown on the latest equalized tax roll.
3. **Planning & Building Department Approval:** The Planning & Building Department is responsible for determining if a parcel is considered legal/illegal under the Subdivision Map Act. The County Surveyor will not sign the Subdivision Map Act Compliance Certificate unless the Planning & Building Department determines that there is no violation of the Subdivision Map Act. The applicant is responsible for procuring the approval of the Planning & Building Department.

4.9 Memorandum of Oaths

MEMORANDUM OF OATHS
"I, Hiram Green, state that my grandfather moved the stone about 200 feet northerly when I was about 7 years old."

Statement made by Hiram Green, (date). Notarized statement on file in the office of the County Surveyor.

Notes:

1. **Legal References:** Government Code Sections 8760 and 8764
2. There is no required format for Memorandum of Oaths. The language shown above is provided as one example that has been used in another California County.

4.10 Closure Calculations

(See Section 3.28 Closure Calculations)

4.11 Proposed Easements

PROPOSED EASEMENT NOTE
Easements labeled as "proposed easement" shown hereon are not created by this map and are intended to be created by separate instrument at a future time. The County of Humboldt assumes no responsibility that the proposed easements shown hereon will be created at a future time.

Notes:

1. Easements cannot be dedicated, reserved, or created on a Record of Survey. However special circumstances may arise where it is necessary to show a future easement. Submit a request justifying why such easement cannot be established before the Record of

Survey is filed with the County Recorder; or why the easement cannot be established at the same time through simultaneous filing/recording with the cross references to be filled in during the filing/recording process.

This is not recommended as it may create a cloud in title if the future easement is never established.

4.12 Existing Easements (Record of Survey)

Use numbered or lettered symbol and label on map if plottable.

<insert name>, holder of <insert nature of interest>, per document recorded on <insert date>, in <insert County Recorder document reference>.

Notes:

1. There is no legal requirement to map easements on a Record of Survey.
2. ***Examples:***

Pacific Lumber Company, a corporation, holder of an easement for irrigation purposes per document recorded on 02/23/1895 in Book 1234, page 56, of Official Records. Said easement is blanket in nature.

1 City of Eureka, a municipal corporation, holder of an easement for storm drain purposes per Tract No. 1234 filed in Book 1234, pages 56 and 57 of Maps, in the Office of the County

2 Pacific Gas and Electric Company, a corporation, holder of an easement for public utility purposes per document recorded on 02/01/2003 as Instrument No. 2003-123456-3, Official Records. The bearings referenced in this document have been rotated 03°15'45" Counterclockwise on this map.

Verizon, Inc., a corporation, holder of an easement for telecommunication purposes per document recorded on 12/21/2012 as Instrument No. 2012-123456-4, Official Records. Said easement is blanket in nature. Said easement cannot be located from record.

4.13 Use of the California State Plane Coordinate System

When used on a Record of Survey, the County Surveyor does not have the authority to review beyond the limited information required in Business & Professions Code Section 8771.5. However, the surveyor performing the survey is obligated to comply the applicable provisions of the Public Resources Code. (See 3.35 Use of the California State Plane Coordinate System)

Notes:

1. **Legal References:** Business & Professions Code Section 8771.5

5.0 Corner Records

Corner Records shall be prepared and filed with the County Surveyor when required by State Law.

Notes:

1. **Legal References:** Business & Professions Code Section 8773; and California Code of Regulations Section 464
2. **Originals:** Once the corner record has been approved by the County Surveyor, submit a signed and sealed hard copy, printed on white card stock paper, consisting of a front and back page.
3. **Form:** Use the current Board of Professional Engineers, Land Surveyors and Geologists corner record form.

6.0 Lot Line Adjustments

The County Surveyor reviews legal descriptions associated with Notice of Lot Line Adjustment (NOLLA) and Grant Deeds (for transferred portions of properties) to determine if the descriptions are “definite and certain.”

The approval of a Lot Line Adjustment requires the filing of a Record of Survey monumenting the corners of the new property line(s) pursuant to County Code section 325.5-9(c), unless this requirement is waived by the County Surveyor as allowed by this code section. The latter will follow the procedures for review of Records of Survey, as noted above.

It is acceptable for the Record of Survey and the NOLLA to be prepared with blanks to be completed with cross-referencing notations at the time of recording/filing.

When a Lot Line Adjustment is conditioned to require the filing of a Record of Survey, it is required that both the NOLLA and the Record of Survey be submitted to the County Surveyor for review as part of the same submittal package.

In some instances, such as in the B-6 combining zone overlay (see Section 314-17.1 Humboldt County Code), a Lot Line Adjustment is required to be finalized by filing a Lot Line Adjustment Parcel Map. The requirements in Section 3.0 Subdivision Maps, will apply. In addition, to minimize potential confusion on the part of future readers, it is recommended that only the newly configured parcel boundaries be depicted on the map.

To avoid issues with deed calls, it is suggested that legal descriptions be prepared using the "together therewith" and "excepting therefrom" format. In addition, the legal description can then be used in the deed to transfer the property.

Notes:

1. **Legal References:** County Code Sections 325.5 et seq.; Government Code Section 66412(d); Code of Civil Procedure 2077.
2. **Format:** Submit on 8.5” x 11” paper.
3. **Application:** Applications are processed through Planning and Building Department.
4. **Recording Sequence:** Deeds first; Notice of Lot Line Adjustment second; and Record of Survey third

7.0 Boundary Corrections

Applications are processed through the County Surveyor's Office. See Humboldt County Code 325.5-3 for requirements.

A. A boundary correction shall only be done in conjunction with the Planning & Building Department to ensure that the affected properties are legal parcels. A Record of Survey is required in most cases, unless waived by the County Surveyor.

B. A boundary correction is utilized to adjust property lines to established lines of occupation on the ground by different owners. It is not intended to adjust the property of land held by the same owner when the owner created the issue which necessitates the boundary correction; a lot line adjustment is most likely necessary.

C. The Boundary Correction Deed shall contain the following statement on page one:

Boundary Correction Statement:
The recordation of this deed is to correct record title to coincide with the physical occupation of the property. This adjustment is exempt from the provisions of the Subdivision Map Act and local ordinances enacted pursuant thereto. No new or additional parcels are created by this correction.

D. The Boundary Correction Deed shall also contain the following:

County Surveyor's Statement
This Boundary Correction has been approved as being in conformance with Humboldt County Code Section 325.5-3 (Humboldt County Subdivision Ordinance) this ___ day of _____, ____. The approval of this Boundary Correction does not constitute the issuance of a permit nor a Certificate of Compliance, but merely facilitates the correction of boundaries as noted herein.

_____ _____
Robert W. Bronkall, LS 7645 Date
County Surveyor



E. Pursuant to County Ordinance, a Record of Survey needs to be filed, illustrating and monumenting the new boundaries. Include the following statement on the map:

Subdivision Map Act Compliance

This Record of Survey complies with the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code. The Boundary Correction was approved per Humboldt County Code Section 325.5-3 (Subdivision Ordinance), which local ordinance was enacted pursuant to the Subdivision Map Act.



_____ _____

Robert W. Bronkall, LS 7645 Date
County Surveyor

F. To avoid issues with deed calls, it is suggested that legal descriptions be prepared using the "together therewith" and "excepting therefrom" format. In addition, the legal description can then be used in the deed to transfer the property.

Notes:

1. **Legal References:** County Code Sections 325.5-3; Government Code Section 66412(d); Code of Civil Procedure 2077; California Code of Regulations Section 411; and Business and Professions Code Section 8761.
2. **Format:** Submit on 8.5” x 11" paper. See Section 11.2 Boundary Correction Application
3. **Application:** Applications are processed through the County Surveyor’s Office.
4. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
5. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).

8.0 Legal Descriptions Review

8.1 Legal Descriptions and Plats

The County Surveyor's office reviews legal descriptions for Lot Line Adjustments (as noted above), and other documents upon referral from other County Departments or Divisions. The information listed below shall be included when submitting any document which will be reviewed by the County Surveyor's office.

A. When a plat is required, it shall be 8.5" x 11" and shall accompany all legal descriptions to graphically depict the descriptions. Legal Descriptions are typically labeled as Exhibit "A" and plats as Exhibit "B". Plats can be prepared from record data and do not need to be based upon a field survey. Plats shall provide the following information:

1. Provide a layout drawing of the property involved, with each parcel drawn to scale and labeled with the bearings and distances shown on the related deeds.
2. For courses in a legal description that have a deed call in lieu of a bearing and/or distance, label the deed call on the layout drawing ("northerly line of Jones" "Fischer Creek") with an arrow pointing to the course.
3. For legal descriptions with a Point of Beginning (POB) or True Point of Beginning (TPOB), each parcel is to be annotated with a POB or TPOB reference.
4. Adjoining parcels are graphically depicted and labeled with the Assessor Parcel Number.
5. Road rights-of-way are shown and are labeled with road names. When there are multiple names for a road, all known names shall be annotated on the plat, with their source (e.g., "Main Street per _____"). The width of rights-of-way shall be shown (if they are of uniform width).
6. For aliquot parts-style legal descriptions, the greater parcel must be shown. Add stated and calculated dimensions based upon the legal description.

B. The Code of Civil Procedure (Section 2077) provides the following rules for construing the descriptive part of a conveyance of real property, when the construction is doubtful and there are no other sufficient circumstances to determine it:

1. Where there are certain definite and ascertained particulars in the description, the addition of others which are indefinite, unknown, or false, does not frustrate the conveyance, but it is to be construed by the first mentioned particulars.
2. When permanent and visible or ascertained boundaries or monuments are inconsistent with the measurement, either of lines, angles, or surfaces, the boundaries or monuments are paramount.

3. Between different measurements which are inconsistent with each other, that of angles is paramount to that of surfaces, and that of lines paramount to both.
4. When a road, or stream of water not navigable, is the boundary, the rights of the grantor to the middle of the road or the thread of the stream are included in the conveyance, except where the road or thread of the stream is held under another title.
5. When tide water is the boundary, the rights of the grantor to ordinary high-water mark are included in the conveyance. When a navigable lake, where there is no tide, is the boundary, the rights of the grantor to low-water mark are included in the conveyance.
6. When the description refers to a map, and that reference is inconsistent with other particulars, it controls them if it appears that the parties acted with reference to the map; otherwise, the map is subordinate to other definite and ascertained particulars.

Notes:

1. **Legal References:** Code of Civil Procedure Section 2077; Business & Professions Code Section 8761; and California Code of Regulations Section 411
2. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
3. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).

8.2 LAFCO Legal Descriptions

In addition to the requirements by the California Board of Equalization, legal descriptions processed through LAFCO are reviewed and approved by the County Surveyor. The legal description and plat shall be on 8.5" x 11" paper and shall be signed and stamped by a licensed land surveyor or civil engineer authorized to practice land surveying.

When a legal description is intended to follow property lines, the legal description must cite the deed or map reference as a deed call (…thence along the north line of Parcel Map No. 1234, filed

in Book 56, page 78 and 79 of Parcel Maps…). It is not appropriate to use assessor parcel numbers as a deed call in a legal description as assessor parcel numbers change over time.

If a legal description is not intended to follow property lines, justification must be provided on why property lines are not being used. Having a jurisdictional line splitting a property typically does not benefit the landowner subject to such split.

Also see 8.1 Legal Descriptions and Plats

Notes:

1. **Legal References:** Board of Equalization Geographic Description Requirements; Business & Professions Code Section 8761; and California Code of Regulations Section 411
2. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
3. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).

9.0 Certificate of Correction and Amending Maps

9.1 Certificate of Correction

A. An Amending Map may be required to be filed instead of a Certificate of Correction at the discretion of the County Surveyor. (See Section 9.2 Amending Maps)

B. Certificates shall be submitted for checking on 8.5" x 11" paper, with a 2 ½" square clear of writing in the upper right-hand corner reserved for the Recorder's stamp/seal. The applicant shall use the current approved Certificate of Correction form. (See 11.3 Certificate of Correction Form for Record of Survey, Parcel Map and Final (Tract) Maps)

C. If a dimension was transposed, provide signed and sealed printouts of traverse closure calculations clearly supporting any changes to a labeled dimension.

D. Do not copy the form verbatim and then "fill in" the blanks and "line-out" non-applicable words. For example, if the form states "Tract Map/Parcel Map," choose which map should be indicated in the form. Omit those designations that do not apply.

E. Write the incorrect notes exactly as they appear on the filed map. Do not abbreviate unless abbreviations are shown on the map.

F. Do not separate the "Incorrect Data." Do not separate the "Correct Data." All of the incorrect items shall be listed first, followed by all of the corrected data, in corresponding sequence.

G. Items for correction should be labeled as to the location of the error in both the "incorrect data" list and the "corrected data" list, to avoid confusion.

Example:

The following data is incorrect:

1) Engineer's Notes, Note 3: " … Indicates set nail and LS 301 tag in concrete block wall footing."

2) At the S.W. corner of Lot 6, a ¾" I.P., shown as set flush, with RCE 1202 tag.

3) The bearing of the east line of Lot 6 shown as "North 25^24'23" East"

And is corrected as follows:

1) Engineer's Notes, Note 3: " … Indicates set 1¼" I.P. w/ LS 301 tag down 0.5'."

2) At the S.W. corner of Lot 6, set nail and LS 301 tag in top of concrete curb at prolongation of side lot line.

3) The bearing of the east line of Lot 6 is "North 25^24'23" West"

Notes:

1. **Legal References:** Government Code Sections 66469, 66470, 66471, and 66472.
2. **Format:** Submit on 8.5” x 11" paper. See Section 9.1 Certificate of Correction for form.
3. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
4. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).
5. **Processing Time:** The County Surveyor has 20 working days to process an initial submittal; 10 working days for subsequent submittals. Additional materials and fees may be needed that cannot be determined at this time.

9.2 Amending Map

County Surveyor's Amending Map statement

I hereby state that I have examined the amendments made on this Amending Map and that it conforms to the provisions of Section 66469 and 66472.1 of the Subdivision Map Act. I hereby state that I am satisfied that this map is technically correct.

_____ _____

Robert W. Bronkall, LS 7645 Date
County Surveyor



Notes:

1. **Legal References:** Government Code Sections 66469 and 66472.1; Business and Professions Code 8770.5
2. **License Expiration Date:** Assembly Bill 645, which became effective January 1, 2010, amended Business and Professions Code Sections 6735, 6735.3, 6735.4, 6764, 8750, 8761, and 8764.5 so that Professional Engineers and Professional Land Surveyors are no longer required to include the expiration date of their licenses when they sign and seal their engineering and land surveying documents, nor are they required to include the expiration date in their stamp or seal. Professional Engineers and Professional Land Surveyors may still choose to include their expiration dates if they wish; however, they are no longer required by the laws to do so.
3. **Civil Engineer Authority:** Business and Professions Code Section 8731 allows Civil Engineers licensed prior to 1982 to practice land surveying (RCE 33965 and below).

10.0 Style Guide

10.1 Purpose

The style guide section is provided as a useful resource to the surveying community to encourage uniformity among maps. It is based upon past practice as documented in filed maps as well as best management practices. **There is no requirement to follow it.**

For the sake of conformity, the following are recommended.

10.2 Abbreviations

All nonstandard abbreviations mentioned on the survey shall be added to the Legend.

10.3 Recommended format for monument symbols

All monuments to be 2" iron pipes, 30" long, tagged "LS 1234", set 0.2' deep.

Set S&W tagged "LS 1234", flush, at all centerline intersections, BCs, ECs, and angle points; except when manhole is present set 4 N&T straddlers tagged "LS 1234" in concrete collar.

S&W tagged "LS 1234" to be set flush at all centerline intersections, BCs, ECs, and angle points. Corner Records to be filed showing centerline tie monumentation.

Set N&T tagged "LS 1234", flush, in top of curb at all front lot corners on prolongation of lot lines.

Set 1" IP with plastic plug "LS 1234", flush, unless noted otherwise.

1" IP with plastic plug "LS 1234" to be set flush in ground or S&W tagged "LS 1234" to be set flush in pavement.

10.4 Recommended format for record data

Option 1 - List as a series: R1, R2, R3, etc… **Recommended.**

R__ = RECORD DATA PER ____

Option 2 – use bracket type symbols

( ) = RECORD DATA PER ____

[ ] = RECORD DATA PER ____

< > = RECORD DATA PER ____

10.5 Recommended format for measured data

Do not state “M” after the measured data. If record and measured data are the same, "M&R" can be used.

M = MEASURED

Example:
123.45'
123.45' (M&R1)
123.45' (M&R3)
123.45' M&< >

When record data is different from measured data
123.45' (123.78' R8)
123.45' [123.78']
123.45' <123.78'>

10.6 Recommended format for calculated data

The term “calc” shall not be used in describing measured data on a map. It shall only be used for calculating the distance between two positions on a referenced map that does not have the distance annotated.

C = CALCULATED

CALC'D = CALCULATED

CALC = CALCULATED

10.7 Recommended format for monument notes

A. Monuments Not Searched For or Searched For and Not Found:

Place NSF or SFNF near the monument on the map and add NSF = Not Searched For or SFNF = Searched For Not Found in the Legend. In the corner note for this monument, state the following:

(SEARCHED FOR)(NOT SEARCHED FOR) <MONUMENT TYPE>, <TAG>, <POSITION> <(PER)(AS SHOWN ON)> <REFERENCE> NOT FOUND. <INSERT POINT DESCRIPTION> ESTABLISHED BY <INSERT METHOD USE TO ESTABLISH THE POINT>.

B. Found Monuments:

FD <MONUMENT TYPE>, <TAG>, <POSITION> <(PER)(AS SHOWN ON)> <REFERENCE> <ACCEPTANCE>

Examples:

FD 2" IRON PIPE, WITH A PLASTIC PLUG STAMPED "LS 1234", IN MONUMENT WELL, DOWN 0.5' PER R1.

FD 2" IRON PIPE, PLASTIC PLUG ILLEGIBLE, DOWN 0.2' PER R1. ACCEPTED AS NORTHEAST CORNER OF LOT 2 PER R1. SET TAG "LS 1234".

FD SPIKE & WASHER, FLUSH, NO REF. ACCEPTED AS NORTHEAST CORNER OF LOT 2 PER R1. SET S&W TAGGED "LS 1234", FLUSH.

FD S&W, TAGGED "LS 1234", FLUSH, IN LIEU OF 2" IP TAGGED "LS 1234" PER R1. ACCEPTED AS NORTHEAST CORNER OF LOT 2 PER R1.

FD 1" IP, NO TAG, UP 0.3', NO REFERENCE. NOT ACCEPTED. ESTABLISHED SOUTHEAST CORNER OF LOT 2 AT RECORD DISTANCE (23.32') PER R3. FOUND MONUMENT S10°11'12"W 5.23' FROM ESTABLISHED CORNER. SET 1" IP, TAGGED "LS 2345", FLUSH.

C. <TAG> notes:

State the tag number on the monument. If no tag is found, state NO TAG. If the tag is illegible, state TAG ILLEGIBLE. For monuments with an inscription, provide a diagram showing the inscription.

If a NO TAG or TAG ILLEGIBLE monument is a controlling monument, then set a monument as part of your survey. File a corner record for all set centerline monuments showing set monument and ties.

D. <POSITION> notes:

Indicate the position of the found monument: FLUSH UP ___' DOWN ___'

Also, indicate if the found monument is in a well.

E. <(PER)(AS SHOWN ON)> notes:

Whenever possible, the reference that SET the found monument is to be listed.

1. Use PER when the found monument was SET on the reference.
2. Use AS SHOWN ON when found monument was listed as a FOUND monument on the reference.

F. <ACCEPTANCE> notes:

Whenever a monument has no reference, or the monument does not exactly match the reference (such as an illegible tag, or 1" IP tagged "LS 123" instead of 2" IP tagged "LS 123", etc.…) use an acceptance note.

If accepted, use the following:

Accepted as <point description>.

Example:

FD S&W, TAGGED "LS 1234", FLUSH, IN LIEU OF 2" IP TAGGED "LS 1234" PER R1. ACCEPTED AS NORTHEAST CORNER OF LOT 2 PER R1.

If not accepted use the following:

<found monument description>. Not accepted. Established <point description> by <method establishing point>. Found monument <bearing and distance> from established corner.

Example:

FD 1" IP, NO TAG, UP 0.3', NO REFERENCE. NOT ACCEPTED. ESTABLISHED SOUTHEAST CORNER OF LOT 2 AT RECORD DISTANCE (23.32') PER R3. FOUND MONUMENT S10°11'12"W 5.23' FROM ESTABLISHED CORNER. SET 1" IP, TAGGED "LS 2345", FLUSH.

10.8 Recommended format for recorded documents from the Recorder's Office

1. Documents recorded from 1860 to 1945:

   <book number> Deeds <page number>

2. Documents recorded from 1946 to 1988:

   <book number> OR <page number>

   Example: 1913R810577 is document 1381 OR 577.

3. Documents recorded between 1950 and 1955 may also be noted by reference to the Torrens Index.
4. Documents recorded from 1989 to 2016:

   AAAA-BBBBBB-CC OR.

5. Documents recorded from 2016 to present:

   AAAA-BBBBBB OR.

Where: AAAA represents the year that the document was recorded,

BBBBBB represents the page number of the document,
CC and indicates the number of pages in the document.

6. Final Maps:

   Tract No. <map number>, <book number> (of Maps)(M)(RM) <page number>

7. Parcel Maps:

   Parcel Map No. <map number>, <book number> (of Parcel Maps)(PM) <page number>

8. Record of Surveys:

   <book number> (Surveys)(S)(RS) <page number>

9. Unrecorded maps:

   <book number> UR <page number> on file at the Humboldt County Surveyor's Office.

10. Corner Records:

    <book number> (Corner Records)(CR) <page number>

10.9 Drafting Standards

A. Line weights & Types

Parcel Maps and Final Maps are required to have a distinctive border. The line weight of the distinctive border is to be the widest pen width used on the map and shall be readily apparent.

Use additional line types and line type scales to clearly present the survey. Using different line type scales can add clarity when multiple easements overlap.

B. Font Size

The font size for all text should be 0.1 inch typical or no less than 0.08 inch. The minimum width factor should be 0.65. Based upon current trend of using 11" x 17" paper for printing maps, the font size should be large enough to be legible when printed on 11" x 17" paper.

C. Symbols

1. Found and Set Monuments

The symbol for found and set monuments is an open or solid circle, square or triangle ○□△●■▲ with a symbol size of 0.1 inch typical or no less than 0.08 inch. If an

open symbol is used for found monuments, then use a closed symbol for set monuments or vice versa. **It is preferred that surveyors use solid symbols for found monuments, and open symbols for set monuments**.

Symbols within symbols (e.g., ◎⊙⊗☒) shall not be used, as they may be illegible when the map is printed on less than full size paper.

2. **Found Monuments not tied**

   A symbol for found and not tied monuments is not necessary, however if a symbol is used then it shall be an open or solid circle, square or triangle ○□△●■▲ with a symbol size of 0.1 inch typical or no less than 0.08 inch. The symbol used must be different than other found monument symbols used on the map and clearly stated as "not tied" in the corner notes or Legend.

3. **Not Searched for or Searched for Not Found Monuments**
   These monument locations do not have a symbol.

4. **Calculated Points**

   Calculated points do not have a symbol unless a monument is to be set.

D. Units Note

1. If units other than feet are used, make sure the units are conspicuously noted on each sheet.
2. If the units are in feet and there are no foot tick marks on the distances, then place the following note on sheet 1 of the map:

   The distances shown hereon are in U.S. Survey feet and decimals thereof.

E. North Arrow
A north Arrow shall be shown on all sheets showing survey linework. Ensure "N" or "North" is labeled on the arrow.

F. Graphic Scale
A graphic scale should be shown on all sheets showing survey linework. Typically, the graphic scale should be located below the north arrow.

G. Grayscale and Color
All lines and text shown on the map shall only be in black and white. Any grayscale and color text, linework or logos will not be accepted.

H. Vicinity Map
A Vicinity Map is not required on a Subdivision Map or Record of Survey, and it is only required to be shown on tentative map submitted to the Planning and Building

department. If a Vicinity Map is used on a subdivision map it should not be placed on the first (title) sheet but may be placed on any subsequent sheet.

A Vicinity Map should only be considered when the location of the survey is not readily apparent, and the Vicinity Map will aid in locating where the survey is.

I. Area of parcels or lots

1. **Records of Surveys and Corner Records:**
   If area is shown, then the area must be rounded off to the nearest hundredth of an acre or to the nearest foot when using square feet.

2. **Subdivision maps:**
   The square footage or acreage must be shown on every lot or parcel of a Subdivision map as Gross (entire parcel area) and Net (entire parcel or lot area excluding any access easements) If NET is used then add NET in the Legend as “NET excludes access easements” (See Section 3.29 Lot Areas)

11.0 References, Templates, Forms

11.1 Benchmarks

Benchmark information is available from the National Geodetic Survey.
https://www.ngs.noaa.gov/NGSDataExplorer/

Additionally, the City of Eureka has benchmark information within its limits, which is available on the Humboldt County Surveyor's Map Index.

https://www.hummaps.com/maps/15535/

11.2 Boundary Correction Application

Boundary Correction Application

11.3 Certificate of Correction Form for Record of Survey, Parcel Map, and Final (Tract) Maps

Humboldt County Certificate of Correction Template (06/08/2023) [0.1 MB]

Notes:

1. This form is published by the Humboldt County Surveyor. The link downloads a MS Word file that is editable.

11.4 Corner Record Form

Corner Record Form 2016 [0.2 MB]

Notes:

1. This form is published by the Board of Registration for Professional Engineers, Land Surveyors and Geologists

11.5 County Engineers Association of California (CEAC) Guide to the Preparation of Records of Survey and Corner Records

County Engineers Association of California (CEAC) Guide to the Preparation of Records of Survey and Corner Records 6th Edition 07/30/2020 [0.8 MB]

11.6 Humboldt County Surveyor Library

The County Surveyor Library was established in the 1980s to house collections of surveying documents donated to the County. The collections have varying levels of indexes. Some of the documents in the library have been scanned and are indexed in the Humbolt County Surveyor Map Index. The collection is open to the public; however, an appointment is needed to access the records.

1. Paul Schmook Surveys donated on 4/23/1985
2. Paul Schmook Survey Project files donated on 4/23/1985
3. Alex Brizard Surveys donated during the years 1982-1999
4. Barnum Collection (Lentell, McKee, Muray, Bowdin, Benson, Forman, Yeoman, Larson and others) 1985 (fieldbooks and Microfilm rolls are in County's possession, originals of maps are presumed to be in the possession of Barnum timber company per Dave Ryan 2013)
5. Griffith Job files donated by Kim Preston on 11/2010
6. Griffith maps donated by Kim Preston on 11/2010 **
7. PGE Job files donated by Kim Preston on 11/2010 (index provided)
8. Beed Engineering maps donated by Kim Preston on 11/2010 **
9. Belcher maps donated by Kim Preston on 11/2010
10. Winzler and Kelly maps donated by Steve Mchaney 05/2010 & 7/2011 **
11. Winzler and Kelly field books donated by Steve Mchaney 05/2010
12. Winzler and Kelly job files donated by Steve Mchaney 05/2010
13. Al Nilson maps donated by Al Nilson 2/22/1996
14. Al Nilson Field Books donated by Al Nilson 2/22/1996
15. Thurman White Job files donated by Gary Simpson 12/19/2007
16. Thurman White Field books donated by Gary Simpson 12/19/2007
17. John Whipple Job files donated by Mike Moore 5/2004
18. William Anderson maps donated by Jim Roscoe via Walter Sweet
19. Stipovich maps donated by the Richard Stipovich Estate 1987

20. Stipovich fieldbooks donated by the Richard Stipovich Estate 1987
21. John Olsen maps donated by Ed Schillinger 5/16/2007 **
22. Dolf Fieldbooks donated by Mr. Earl Biehn 1993
23. Schmook maps (1 box) unknown origin**
24. Northwestern Railroad maps (also on a cd)

Notes:

1. ** Maps that have not been sorted, indexed, or verified if they were previously recorded

11.7 Humboldt County Surveyor Map Index

Humboldt County Surveyor Map Index (Hummaps.com)

Notes:

1. This website contains a search engine for corner records, record of survey maps, parcel maps, and final (tract) maps. Copies of maps acquired by the County Surveyor can be viewed and/or downloaded. Note that the official repository for filed and recorded maps is the County Recorder. For official or certified copies of filed/recorded maps or documents please contact the Humboldt County Recorder at 825 5th Street, 5th floor, Eureka, CA 95501, or call (707) 445-7593.

   In addition, a portion of the documents in the Humboldt County Surveyor Library have been scanned and indexed. The balance of the documents may be accessed in person at the Humboldt County Surveyor's Office.