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

MEETING AGENDA
July 5, 2022

Chairman
Supervisor Dan Frasier - District 5

Vice-Chairman
Supervisor Keith Groves - District 1

Supervisor Jill Cox - District 2
Supervisor Liam Gogan - District 3
Supervisor Jeremy Brown - District 4

Letty Garza - Interim County Administrative Officer
Margaret E. Long - County Counsel
Suzie Hawkins - Deputy Clerk of the Board

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.

If you would like to receive notification via email that the agenda has been posted, please send your request to clerkoftheboard@trinitycounty.org.

Members of the public wishing to present documents to the Board of Supervisors during the meeting must submit ten (10) copies to the Deputy Clerk of the Board.

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 Emma Purvis 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
https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJlRmhacmJjUT09

Meeting ID: 595 007 2851
Passcode: 267684

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

If you need assistance with Zoom please go to this website:
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 acknowledgement 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 MEETING TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Board of Supervisors

1.1 Adopt a proclamation recognizing the retirement of the Director of Trinity County Cooperative Extension Program Larry Forero.
No fiscal impact.

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.

REPORTS/ANNOUNCEMENTS

2.1 I. Report from Department Heads
II. Report from County Administrative Officer
III. Report from Members of the Board of Supervisors
A. Report from Cannabis Cultivation Program Ad Hoc

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.

Auditor/Controller

3.1 Approve a budget adjustment for FY 21/22 for General Fund - Dept. 1000 increasing Revenues and Other Charges by $650.

Increase in General Fund appropriations in the amount of $650.

Behavioral Health Services

3.2 Approve amendment number 3 to the agreement with Willow Glen Care Center, increasing the maximum to $125,000 per fiscal year to provide long term residential care through the Willow Glen Care Center, Rosewood Care Center, Willow Glen Intensive Residential Care program and/or services through the Mental Health Rehabilitation Center, Sequoia Treatment Center.

No impact to the General Fund; additional expense to the MH Budget for support and care.

3.3 Approve an agreement with North State Security to provide Security Services to Behavioral Health.

No impact to the General Fund; up to $95,000 per fiscal year from Behavioral Health Funding.

Board of Supervisors

3.4 Authorize the Chairman to sign a letter supporting the Watershed Research & Training Center's Recreation Resources Assessment in the Upper Trinity River Watershed project proposal to the Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant Program.

No fiscal impact.

Clerk of the Board

3.5 Adopt a resolution adopting a revised conflict of interest code for Trinity Public Utilities District.

No fiscal impact.

3.6 Adopt a resolution regarding the use of remote teleconference meetings pursuant to the Brown Act.

No fiscal impact.

3.7 Adopt resolutions confirming the continuance of the following local health emergencies in the County of Trinity:

- Local health emergency due to debris and air quality concerns created by the 2020 wildfires;
- Local health emergency due to hazardous material concerns resulting from the 2021 fires; and
- Local health emergency due to the novel coronavirus knows as COVID-19.

No fiscal impact.

County Administrative Office

3.8 Approve amendment number 5 to the agreement with Prentice Long, PC adding services and fees for Interim Director of Human Resources/Risk Management and non-attorney Cannabis Consulting.

$8,814.72 per month from Human Resources/Risk Management and $65 per hour for actual hours worked from Cannabis.

General Services

3.9 Approve amendment number one to the agreement with Hilburn Construction, increasing the maximum cost to $186,466.21 and adding Exhibit C - Change Order to provide the repair of the Trinity County Life Support Building.

No impact to the general fund; additional costs will be reimburse by insurance.

Health and Human Services

3.10 Approve a resolution appointing Local Area Advisors for the communities of Cedar Flat, Hyampom, Lewiston, Ruth, Salyer, and South Fork Mountain.

No fiscal impact.

3.11 Approve an agreement with the Trinity County Resource Conservation District (TCRCD) to complete the Evacuation Route Planning and Development Project.

No impact to the General Fund. $150,000 from the CalFire Evacuation Route Planning and Development Grant.

Human Resources

3.12 Approve a budget adjustment for FY 21/22 for OPEB ISF - Dept. 6300 increaseing Salaries and Benefits by $60,000.

No impact to the Genearl Fund; current cash balance for OPEB ISF - Fund 188 is $9,590,309.82.

3.13 Approve a budget adjustment for FY 21/22 for Risk Management - Dept. 1890 increasing Revenues and Other Charges by $9,423.

Increase in General Fund appropriations in the amount of $9,423.

3.14 Approve amendment number 1 to the agreement with Governmentjobs.com, INC dba NEOGOV increasing the maximum cost to $20,000 per fiscal year and modifying the term to continue unless terminated to provide access to and support for the County's subscription to Governmentjobs.com.

Up to $20,000 per fiscal year from Human Resources budget.

Probation

3.15 Approve a budget adjustment for FY 21/22 for Local Community Corrections Realignment - Dept. 8499 increasing Revenues by $200,641, Inter-Fund Expenses by $25,112 and Transfer Out by $21,311; and approve a budget adjustment for FY 21/22 for Probation - Dept. 2400 increasing Transfer In by $21,311.

Decrease in General Fund appropriations in the amount of by $21,311; current cash balance in Lcoal Community Corrections Realignment 2011 - Fund 499 is $764,584.83

Sheriff

3.16 Approve an agreement with Coin Security System Asset Protection to provide secure key cabinets for the new Jail facility.

$33,359.62 from the Jail budget.

3.17 Approve an agreement with Six Rivers Communication, Inc. to provide various installation, inspection, documentation, maintenance and repairs on all portables, mobiles, bases, repeaters, dispatch consoles and other radio and emergency equipment used by the Trinity County Sheriff's Office on an as needed basis.

$225,000 per fiscal year from the Sheriff, DOT, and Fire Protection budgets.

Transportation

3.18 Award to Campora Propane the contract to supply propane to Trinity County for Schedule I and II.

Approximately $14,333.43 per fiscal year plus the California Department of General Services Publication "Consolidated Weekly Fuel Posting" propane prices at the time of delivery based on usage between multiple County Departments

3.19 Award to Hunt & Sons, Inc., the contract to supply Schedule III Lubricants for the Department of Transportation (DOT) North County Facilities for the period of July 1, 2022 through December 31, 2022, and authorize the Director of Transportation to sign any amendments to the agreement.

Approximately $63,097.28 from DOT Funds

3.20 Award to Valley Pacific / Cross Petroleum the contract for Schedule IV Lubricants for the Department of Transportation (DOT) South County Facilities for the period of July 1, 2022 through December 31, 2022, and authorize the Director of Transportation to sign any amendments to the agreement.

Approximately $30,068.85 from DOT funds

Trinity County Transportation Commission

3.21 Approve a contract with the Human Response Network to administer the Transportation Assistance Program.

No impact to the General Fund; $76,500 from the Local Transportation Fund.

PUBLIC HEARINGS

Planning and Zoning

4.1 Conduct a public hearing and consider taking the following actions regarding the establishment of a Cannabis Storefront Retail Ordinance:

1. Find the adoption and implementation of this ordinance to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), common-sense exemption, which applies to projects where the activity will not result in a significant effect on the environment.
2. Introduce and waive the reading of an ordinance establishing Trinity County Code Section 17.43H regarding Cannabis Storefront Retail and amending Trinity County Code Sections 17.41 regarding Marijuana (Cannabis) Dispensaries and 17.42 regarding Medical Cannabis Cultivation Regulations.
3. Direct staff to develop, and bring back for Board approval, a "local first" strategy to encourage cannabis retailers to promote locally-grown cannabis and locally-produced cannabis products to the greatest extent feasible, including the following:
    1. Encourage local ownership and management, use of local employees, and use of locally-sourced products, and discourage non-local corporate involvement.
    2. Encourage stores to stock at least 75 percent of products from Trinity County sources.
    3. Encourage stores to stock products from local cannabis appellations and local legacy growers.
4. Direct staff to file a CEQA Notice of Exemption within five days of this action.

No fiscal impact.

COUNTY MATTERS

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

Board of Supervisors

5.1 Discuss and/or direct staff to bring forward a Transient Occupancy Tax, Transactions and Use Tax (sales tax), and/or an advisory measure to recommend designation of funds for the November 2022 ballot.

No fiscal impact.

Human Resources

5.2 Take the following actions regarding the Maintenance Worker/Custodian and Building & Grounds Maintenance Worker I classifications:

1. Approve a side letter agreement with the General Unit modifying spreadsheet A of the MOU regarding the Maintenance Worker/Custodian and Building & Grounds Maintenance Worker I classifications; and
2. Authorize the Director of Human Resources to modify the alphabetical listing of classifications changing the ranges for Maintenance Worker/Custodian to G168 and Building & Grounds Maintenance Worker I to G172 retroactively effective July 1, 2022.

No fiscal impact.

5.3 Pursuant to Trinity County Code Section 2.60.410(A) authorize hiring Candidate / Employee No. 03033 as an Administrative Coordinator II, Extra Help at Range G200 Step D in the Trinity County Sheriff's Office, retroactively effective to July 1, 2022.

Approximate cost in salary and benefits per month for a Part-Time Extra Help Administrative Coordinator II at A step is $2,678 and at D step is $3,093.

ADJOURN

TRINITY COUNTY
Item Report

Meeting Date: 7/5/2022

Department:
Clerk of the Board

Contact:

Phone:

Zoom Information

Requested Action:

Join Zoom Meeting
https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJlRmhacmJjUT09

Meeting ID: 595 007 2851
Passcode: 267684

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

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TRINITY COUNTY
Item Report 1.1

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Board of Supervisors - District 5	Dan Fraiser	530-623-1217

1.1 Proclamation: Director of Trinity County Cooperative Extension Program Larry Forero Retirement

Requested Action:

Adopt a proclamation recognizing the retirement of the Director of Trinity County Cooperative Extension Program Larry Forero.

Fiscal Impact:

No fiscal impact.

TRINITY COUNTY
Item Report 2.1

Meeting Date: 7/5/2022

Department:
Clerk of the Board

Contact:

Phone:

2.1 Reports/Announcements

Requested Action:

I. Report from Department Heads
II. Report from County Administrative Officer
III. Report from Members of the Board of Supervisors
A. Report from Cannabis Cultivation Program Ad Hoc

TRINITY COUNTY
Item Report 3.1

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Auditor/Controller	Angela Bickle	530-623-1317

3.1 Budget Adjustment: General Fund (Dept 1000)

Requested Action:

Approve a budget adjustment for FY 21/22 for General Fund - Dept. 1000 increasing Revenues and Other Charges by $650.

Fiscal Impact:

Increase in General Fund appropriations in the amount of $650.

Summary:

When processing tax refunds we found there was insufficient budget to cover the calculated interest owed for fiscal year 2021/22. Therefore, we are recognizing additional revenue received from property taxes.

Alternatives Including Financial Implications:

Deny budget adjustment and advise staff.

Departmental Recommendation:

Staff recommends approving budget adjustment as stated above to pay interest owed.

ATTACHMENTS:

Description

1000 - General Fund Budget Adjustment

TRINITY COUNTY BUDGET ADJUSTMENT

6/28/2022

Department: General Fund

Number: 1000

Justification for budget adjustment:

Recognizing Revenue to increase Other Charge expense to pay out interest on tax refunds for FY 21/22

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
6030	Prior Secured Prop Tax	425,000	425,650	650
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			650

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
3350	Interest Expense	3,000	3,650	650
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			650

Origin	Christine Gaffney Signature	Assistant Auditor Title
Auditor	Auditor Review_____ Date Reviewed: 06 / 28 / 2022 REQUIRES BOARD ACTION X YES __ NO	
CAO	CAO Approval_____ Date: _____/_____/_____	
BOS	Approved by Board of Supervisors on:_____/_____/_____	_____ BOS _____ AUD

TRINITY COUNTY
Item Report 3.2

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Behavioral Health Services	Connie Cessna Smith	530-623-1362

3.2 Amendment: Willow Glen Care Center 19-170.3

Requested Action:

Approve amendment number 3 to the agreement with Willow Glen Care Center, increasing the maximum to $125,000 per fiscal year to provide long term residential care through the Willow Glen Care Center, Rosewood Care Center, Willow Glen Intensive Residential Care program and/or services through the Mental Health Rehabilitation Center, Sequoia Treatment Center.

Fiscal Impact:

No impact to the General Fund; additional expense to the MH Budget for support and care.

Summary:

TCBHS has had higher than anticipated utilization of Willow Glen Care Center facilities in the 21/22 Fiscal year. Due to the higher usage, we need to increase the contract maximum to be able to pay for the bed days.

Alternatives Including Financial Implications:

Deny the request and provide direction to staff.

Departmental Recommendation:

approve the request as submitted.

ATTACHMENTS:

Description

Original Agreement & Prior Amendments

Amendment # 3 - Willow Glen Care Center 19-170.3

AMENDMENT NO. 2
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 19-170.1)
BETWEEN
THE COUNTY OF TRINITY
AND
WILLOW GLEN CARE CENTER

WHEREAS, a Contract was entered into the 5th day of November 2019, amended on the 6th day of October, 2020 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **WILLOW GLEN CARE CENTER** ("Contractor"), to provide **long term residential care through the Willow Glen Care Center, Rosewood Care Center, Willow Glen Intensive Residential Care programs and/or services through the Mental Health Rehabilitation Center, Sequoia Treatment Center,** and

WHEREAS, the Contract provides for a termination date of June 30th, 2022; and

WHEREAS, the parties wish to:

1. Amend FY 2021/2022 Rates;

WHEREAS, the Contract provides for amendments;

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

1. Increasing Rates for FY 2021/2022, per Exhibit A-1, as attached.

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 17th day of August, 2021.

COUNTY OF TRINITY:

By: _____
Richard Kuhns, Psy. D
County Administrative Officer
Date: 8.27.21

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. 2 to be executed on this 17th day of August, 2021.

COUNTY OF TRINITY:

By: _____
Richard Kuhns, Psy. D
County Administrative Officer
Date: 8.27.21

CONTRACTOR:

By: _____
Name: Jeff Payne
Title.: Exec. Director
Date: 9.6-21

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management Director

EXHIBIT A-1

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

To: Mental Health Directors Contract Managers

From: Jeff Payne, Executive Director

Date: 4/8/2021

Regarding: FY '21/'22 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-fifth year of service to the Counties in northern and central California. As we prepare for FY '21/'22, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '21/'22. The rate increase is necessary to meet the changes with the increases in expected expenses as a result of the state mandated minimum wage increase of $1.00 effective January 1st, worker compensation insurance, and increased food and supplies costs associated with the current pandemic. We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities	
Trinity Pines. (Chico, CA)	$210 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $160 a day 10 – 12 clients at $215 a day 7 – 9 clients at $275 a day 0 – 6 clients at $300 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $162 a day 70 – 84 clients at $182 a day 0 – 69 clients at $199 a day
MHRC	
Cedar Grove MHRC (Yuba City, CA)	35 – 44 clients at $330 a day 31 – 35 clients at $350 a day 0 – 30 clients at $370 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$360 a day
Crisis Residential Facility	
Iris House (Chico, CA)	8 – 10 clients at $415 a day 7 clients at $500 a day 6 clients at $575 a day 0 – 5 clients at $650 a day

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $200 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '21/'22, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2021 to coincide with the renewal of the Willow Glen Care Center's contract for FY '21/'22. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Contract Number

19-170.1

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 19-170)
BETWEEN
THE COUNTY OF TRINITY
AND
WILLOW GLEN CARE CENTER

WHEREAS, a Contract was entered into the 5th day of November, 2019 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **WILLOW GLEN CARE CENTER** ("Contractor"), to provide **Long term residential care through the Willow Glen Care Center, Rosewood Care Center, Willow Glen Intensive Residential Care programs and/or services through the Mental Health Rehabilitation Center, Sequoia Treatment Center**; and

WHEREAS, the Contract provides for a termination date of June 30, 2022; and

WHEREAS, the parties wish to

1. Add Fiscal Year 2020/2021 rates; and

2. Add Fiscal year 2021/2022 rates.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following: **Fiscal year rates for the remaining term of the contract are set forth in attachment "A".**

1. Rates for Fiscal Year 20/21 are outlined in attachment "A".

2. Rates for Fiscal Year 21/22 are outlined in 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. 1 to be executed on this 6th day of October 2020.

COUNTY OF TRINITY:

By: _____
Bobbi Chadwick, Chairman
Trinity County Board of Supervisors

Date: 10-6-2020

CONTRACTOR:

By: _____
Name: Jeff Payne
Title.: Exec. Director

Date: 10-20-2020

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management Director

Attachment "A"

Board and Care Facilities	
Alpine House (Weaverville, CA)	$140 a day x 6 beds
Redwood Creek (Willits, CA)	0 – 16 clients at $147 a day
Trinity Pines (Chico, CA)	0 – 12 clients at $147 a day
Willow Glen/Rosewood (Yuba City, CA)	0 – 59 clients at $187 a day
	60 – 79 clients at $167 a day
	80-100 clients at $147 a day
MHRC	
Cedar Grove MHRC (Yuba City, CA)	0 – 30 clients at $370 a day
	31 – 35 clients at $350 a day
	36 – 44 clients at $330 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$330 a day
Crisis Residential Facility	
Iris House (Chico, CA)	$405 a day

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $200 for each evaluation. There is no requirement that a county utilize our clinicians for declarations.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '20/'21, to help offset future expected increases to the organization's expenses.

The new Rate Schedule will become effective on July 1, 2020 to coincide with the renewal of the Willow Glen Care Center's contract for FY '20/'21. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate changes, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

RECEIVED
NOV 18 2019
BY:

CONTRACT NUMBER
19-170 BHS
COUNTY ORIGINAL

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
WILLOW GLEN CARE CENTER

THIS AGREEMENT is made and entered into this 5th day of November 2019, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and **Willow Glen Care Center, a tax exempt/nonprofit organization,** hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Long-term residential care through the Willow Glen Care Center (WGCC), the Rosewood Care Center, Willow Glen Intensive Residential Care (IRC) programs, and/or services through the MHRC (Mental Health Rehabilitation Center) Sequoia Treatment Center, a 16-bed locked facility; and

WHEREAS, Contractor 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: Contractor 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 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 rendered by Contractor and as set forth in Exhibit "A".

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

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.

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 $75,000 per fiscal year, including direct non-salary expenses.

VI. 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.

For any services involving a public works or construction project the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

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 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 30,2022. Time is of the essence with respect to this Contract.

VIII. 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 also 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, hired, (Code 8) and non-owned autos (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/ errors & omissions coverage in the amount of $1,000,000 per occurrence or claim, $2,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents 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 shall not be canceled, except with notice to the Entity. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of 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.

IX. 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 work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least $1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.

X. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, 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.

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 Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XIII. 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.

XIV. 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 five years from the completion of this contract. 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 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 days upon receipt of written notice from County. Contractor shall 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.

XV. TERM OF AGREEMENT: This Agreement shall commence on July 1,2019 and shall terminate on June 30, 2022.

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 Contractor, shall be the 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 whatever, Contractor shall promptly turn over all information, writing, computer disk, 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.

XVIII. TERMINATION:

A. If the Contractor 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 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.

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 Contractor, the Contractor 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 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.

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

XXI. 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.

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: 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 all acts or omissions to act of Contractor 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.

XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor 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. Contractor shall execute the Health Insurance Portability and Accountability Act

Supplement attached to this contract as Exhibit "C", which is hereby incorporated by reference.

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 CFR, title 42, section 1128 or section 1128A of the Social Security Act or CFR, Title 42, section 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, and will provide the County with the monthly reports on a quarterly basis.

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 Behavioral Health Services
PO Box 1640
Weaverville, CA 96093
530-623-1362 ext 1825
cbennett@trinitycounty-ca.gov

Notices shall be given to Contractor at the following address:

Willow Glen Care Center
1547 Plumas Court
Yuba City, CA 95991

XXVII. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

COUNTY OF TRINITY:

By _____
Judy Morris, Chairman
Trinity County Board of Supervisors

Date: 11/5/2019

CONTRACTOR:

By _____
Jeff Payne
~~Chief Operating Officer~~ Exec. Director
Willow Glen Care Center

Date: 11-12-19

Approved as to form:

_____
MARGARET E LONG
County Counsel

RISK MANAGEMENT APPROVAL

By: _____
Shelly Nelson
Human Resources/Risk Management Director

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR
The Willow Glen Care Center (WGCC)

Program Description

Introduction

Willow Glen Care Center (WGCC) is a comprehensive residential care facility and Board and Care – serving adults with mental health conditions. The facility consists of three (3) programs, each providing a distinct level of care and supervision; Rosewood, Willow Glen, and Willow Glen Intensive Residential Care (IRC). The facility is located in Yuba City, Northern California; serving adults and the elderly. Willow Glen and Rosewood are both licensed by the Community Care Licensing Division of the California Department of Social Services. Willow Glen Care Center is operated by a nonprofit, 501(c)(3) corporation in California.

Rosewood

Rosewood Care Center is a 40-bed Adult Residential Facility. The program at Rosewood is designed to prevent mental health crises, stabilize and maintain the mental health condition, and aid the residents with daily living skills, socialization, and information and referrals to other services. This program offers Rehabilitative services that are designed to assist clients to achieve their stated goals. This program is designed to assist clients to integrate into the community and move toward independent living.

Willow Glen

Willow Glen is a licensed 60-bed; long-term Residential Care Facility for the Elderly. WGCC provides residential and Day Rehabilitative services to Adults/Elderly whose mental health condition requires a specialized program not found in traditional Board and Care or Assisted Living facilities. 20 of the Willow Glen beds are designated for an Intensive Residential Care (IRC) program. The Intensive Residential Care program provides a higher level of care for those residents that are inappropriate to reside in a traditional board and care or independent living environment, needing an intermediate placement before returning to a board and care, or transitioning from an acute psychiatric inpatient program, or an I.M.D. The IRC provides intensive supervision and continuous redirection to its residents. Willow Glen offers Day Rehabilitative Services that provides interventions and activities to maintain or restore personal independence and functioning.

Mission Statement

To provide a long-term stable placement for the elderly and other adults with severe and persistent mental illness and/or other cognitive impairments by providing a specialized residential care program and facility that promotes personal responsibility and independence and preserves human dignity and self-respect.

Admission Criteria

Willow Glen accepts adult residents who are referred from County agencies or community mental health providers and must have the final approval of the facility Medical Director. All residents must have an Axis I diagnosis, must be able to self-transfer, and must not require involuntary medication administration. Residents must meet the admission criteria established for the specific program.

Program

The Willow Glen Care Center operates a 24-hour residential facility for adults with chronic mental health conditions. The primary focus of the Willow Glen and Rosewood program is continuous diagnostic assessment of the individual's mental health status, prevention of a mental health crisis, stabilization and maintenance of the mental health condition, and transitional planning with appropriate referrals.

Willow Glen's comprehensive program offers a unique continuum of care ranging from Rosewood's unsecured perimeter and greater resident independence to Willow Glen's Intensive Residential Care program. The level of care each resident requires will be assessed on a regular basis to determine which program is the most appropriate for the resident.

The desired outcome for residents is a successful stable placement in a transitional or long-term care program that provides a safe environment, specialty mental health services, self-respect and personal dignity. Willow Glen is passionate about helping the residents' progress toward achieving their optimal level of functioning.

Residents will be discharged or transferred from this facility when: 1) the resident has successfully completed a treatment plan and no longer needs residential or rehabilitation services, 2) the resident requests a transfer or discharge, or 3) the resident needs a higher level of medical or psychiatric care.

Willow Glen has established relationships with other providers to handle medical back up, emergencies, higher levels of care and other referral needs

Average Length of Stay

Placement for many Willow Glen residents will be long term. Residents may stay beyond the average length of stay of eighteen months depending on their mental health status and their personal needs. All residents will be reviewed monthly for medical and service necessity.

Program Goals

A. To provide a 24-hour long term care program for mentally ill adults who have an identifiable mental health condition.

B. To provide professional and specialty mental health services designed to meet the needs of the residents.

C. To prevent crises, stabilize and maintain the mental health condition and improve the functioning of the residents.

E. To coordinate with other agencies, and providers regarding the needs of the resident during their stay and at discharge.

F. To assist the resident to live in the long-term care living situation through support and encouragement of self-care and self-responsibility, skill building, socialization and the development of an individual support system.

Program Objectives

A. To develop program components, methods and systems to meet the needs of adults and older adults with mental illness.

B. To recruit and develop caring professional staff that is experienced with the needs of the elderly and the mentally ill.

C. To maintain an appropriate "home-like" facility.

D. To develop and monitor quality standards appropriate to the efficacy of care of residents during their stay.

E. To develop and monitor outcome measures to determine resident progress.

F. To maintain consumer, agency and provider relations for the benefit of the resident.

Program Elements

The program at Willow Glen is designed to prevent mental health crises, stabilize and maintain the mental health condition and aid the resident with daily living skills, personal care assistance, socialization, and information and referrals to other services or a less restrictive living situation. Willow Glen utilizes an "Integrated" approach in delivering services to the resident. Program Assistants work closely with each other and with the Day Rehabilitation to provide cohesive care for the Residents. Staff's close interaction with the residents offers an abundance of opportunities for the residents to observe positive staff-to-staff interactions, resident-to-resident, and resident-to-staff interactions. These observations and interactions are intended to enhance the opportunities to

improve social skills, communication, address appropriate boundaries, and provide positive interactions.

Structured services and activities are offered to residents during day and evening hours, seven days per week. A general outline of the services is as follows:

1. Psychopharmacologic Medication Evaluation and Management.
2. Day Rehabilitation Service.
3. Medical Service Referral.
5. Community Socialization.
6. Therapeutic Community.
7. Planned Activities.
8. Daily Living Skills.
9. Case Management.

Basic Services

1. Lodging (including bath and bed linen, double occupancy bedroom).
2. Meal preparation (including special diets) and dining facilities for daily meals.
3. Laundry facilities.
4. Transportation to local functions (such as program/group recreation, cultural and social events), and transportation for outside appointments.
5. Space for activities, recreation, skill development, and social interaction.
6. Staff assistance in:
    a. Establishing a Treatment/Rehabilitation Plan;
    b. Providing group sessions, instruction in tasks and projects;
    c. Daily living skills and other physical assistance as necessary;
    d. Developing and implementing a program of activities.
7. Health monitoring:
    a. Daily observation of client's general health;
    b. Daily monitoring of medication in accordance with physician's instructions;
    c. Assistance with care for minor temporary illness;
    d. Consultation one (1) time per month with a psychiatrist. (Willow Glen Care Center is not licensed for and will not provide direct nursing care).

Staffing Plan

The Center is managed by a qualified Administrator. The residents' services are supervised by a qualified Program Manager. Additionally, a contract psychiatrist will monitor the psychiatric and pharmacological needs of the residents. A contracted primary care physician will attend to routine medical needs as necessary and when the family physician is not available. A blend of licensed and paraprofessional personnel will comprise the balance of the mental health staff including LPT's, LVN's, MHW's, Qualified Mental Health Specialists Recreation Therapist and Program Assistants. Support staff will be provided in housekeeping, maintenance and food service to meet

the needs of the residents and the facility. Awake staff will provide coverage at the facility twenty-four (24) hours per day. On-going staff training is scheduled on a monthly basis to keep staff current on elderly and mental health issues and methods.

Multi-disciplinary professional consultation will be utilized when necessary to meet specific diagnostic and treatment needs of residents not provided by the in-house staff including primary and specialty physicians, dentists, podiatrists, and home health nurses. Additional needs and referrals will be assessed by a Medical Doctor on a regular basis.

Facility

Willow Glen Care Center is located at 1547 Plumas Court in Yuba City, California. The 40,000-square foot facility includes living rooms, dining areas, kitchen, social hall, beauty shop, personal laundry areas, indoor gymnasium, and activity spaces. Each resident will reside in a semi-private bedroom with a private bath. The campus is situated on approximately four (4) acres with more than adequate outdoor activity space. The facility provides residents with walking paths, outdoor seating, covered gazebos. The facility also has several patios, garden areas, and lawn areas. The facility is designed to provide a comfortable, safe and warm, home-like setting where residents can achieve a level of stability that allows them to pursue productive activities and interests and facilitate a plan to a lower level of care.

The facility is located in a mixed commercial and residential neighborhood of Yuba City. The Willow Glen program is designed with a "Secured Perimeter" which allows the perimeter fence to be locked for the benefit of client safety. The Rosewood program does not have a Secured Perimeter.

Transportation

Willow Glen Care Center has several vehicles and a 24-passenger bus for activity and support purposes to facilitate the operation of the Center. The Center's vehicles will be operated by qualified, licensed Center personnel with authorization from the Program Manager or the Administrator.

Resident transportation will be provided by the Center for all scheduled activities, medical emergencies and planned individual needs. Special requests will be honored whenever possible and whenever there is not an alternative.

WILLOW GLEN CARE CENTER (WGCC)

PROGRAM ELEMENTS

1. Psychopharmacologic Medication Evaluation and Management

All residents will be assessed by a psychiatrist for current and continued pharmacological needs at the time of admission and as needed during the residents stay at the Center. Additional needs for medication will be referred to the resident's family physician or the consulting primary care physician. All medication used at the Center will be ordered by a physician and monitored by qualified Center staff. Residents will self-administer medications under Center staff supervision. Medications will not be used as a substitute for staff or for limiting or restricting residents' rights.

2. Day Rehabilitation Service

Day Rehabilitative Services provides specific services, interventions and activities to maintain or restore personal independence and functioning. Service activities include assessments, evaluations, treatment planning, rehabilitation activities and collateral coordination and support for the resident. Services are provided on a referral basis from the Medical Director or the Mental Health Agency. These services are provided seven days per week for 4 hours per day, by licensed and/or multi-disciplinary staff members with a staff ratio of 1 to 10 clients.

3. Medical Service Referral

Residents with medical conditions or emergent medical needs will be referred to appropriate medical services or assisted with making arrangements with their primary physician or other health care provider. When appropriate, professional care may be provided in the Center by qualified consultants or other qualified providers. If a higher level of care is indicated and the resident needs temporary placement outside of the Center, every attempt will be made to secure the resident's return placement.

4. Community Socialization

Community interaction is a key program element for residents. Planned community involvement is scheduled regularly to involve residents with community activities related to normal daily living skills, recreation, social gatherings, education and spiritual services. The treatment team assesses each Resident's abilities and goals are established for each individual to determine the most appropriate activity level. Family participation is encouraged in most activities.

5. Therapeutic Community

Residents will participate in decisions related to their individual needs plans, as well as, the small community in which they reside. Daily meetings are planned to deal with problems of the residents living together, plan activities, assign program responsibilities, address complaints and support each other.

6. Planned Activities

A planned activity schedule will be posted on the resident's bulletin board weekly which represents the efforts of the residents and staff to design activities that will best meet

the needs of the residents. The activities will represent the social, recreational, educational and spiritual needs of the residents, both individually and collectively. Activities may include Community Meetings, arts and crafts, physical activities, exercises, music, gardening, shopping, cooking, community events, chapel, picnics, movies and games.

7. Daily Living Skills

Residents will be responsible for some of the normal daily living responsibilities at the Center. Cleaning personal and common spaces, personal laundry, grooming and hygiene are activities that most residents will be able to engage in without much assistance from staff. However, if residents are not able to perform the routine tasks of daily living because of physical or mental limitations, staff will assist the resident with these tasks and work to help the resident work through the limitations or provide ongoing assistance to those with special needs that will not be corrected during their stay at the Center.

8. Case Management

All residents will be supported with on-site case management services during their stay at the Center. These services will coordinate with all external agencies that are involved with the resident. Special cooperation will be given to the County Case Manager assigned to the resident. Each resident will be afforded the opportunity to participate in the planning of their care plan. Case Managers will review Client care plans at least bi-annually to assess client progress and assure that the goals are appropriate for each individual client.

Sequoia Psychiatric Treatment Center

Mental Health Rehabilitation Center (MHRC)

Program Overview

Sequoia Psychiatric Treatment Center (SPTC) is a locked, 16-bed Mental Health Rehabilitation Center (MHRC) in Yuba City, California. The facility is licensed and certified by the California Department of Mental Health under the California Code of Regulations, Title 9, Division 1, to provide residential and rehabilitation services. The facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living.

The acuity level of these clients is fairly high and when necessary for reasons of safety, SPTC is licensed to seclude and/or restrain clients. In cases of medication non-compliance, conservator approval is obtained, and medications may be administered via IM injections.

The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. It is expected that referrals will come from two primary sources: higher levels of acute,

locked, or other long-term placements, such as state hospitals and IMD's, or from lower levels of supervised or independent living. SPTC also accepts 1370 (IST) clients. SPTC provides a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Program Goals and Objectives

Program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care: medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. It is anticipated that clients will remain in the program until they are able to transition to an appropriate placement identified by their County of origin.

Program Services

To accomplish the aforementioned goals, SPTC provides Medication Support Services (including prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness, as well as the evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, instruction in the use, risks and benefits of and alternatives for medication), Mental Health Services (individual and group therapies designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency). Rehabilitative Services that include, but are not limited to assistance in improving, maintaining, or restoring clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, and support resources, and medication education. Plan Development (Individual Service Plans) a service activity that consists of development of client plans, approval of client-driven plans, and monitoring of a client's progress. Service Activities include, but are not limited to, assessment, therapy, rehabilitation, and plan development.

The program will be staffed by professional and paraprofessionals, including two psychiatrists (providing Psychiatrist Services), a psychiatric physician's assistant (PA), nurse practitioners (CRNP and FNP), clinical psychologists (providing Psychologist Services), a Registered Nurse, LVN/LPTs, recreation therapist, Program Director, and Milieu Counselors. SPTC shall also provide Rehabilitative Mental Health Services including Medication Support services and Mental Health Services. Floor staffing for a typical 24-hour period is 3 LPT's/LVNs, and 11 Milieu Counselors, and is managed by a Registered Nurse. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

Clinical Program Elements

Every client's progress and needs are addressed 2 times per week by a licensed clinician during SPTC IDT meetings. Discharge planning is a key program goal, and every client is seen individually at least once per week for a more in-depth evaluation of his or her progress, unless there is clinical necessity for more frequent one-to-one meetings with the clinical staff. Medications are prescribed and/or adjusted, and medication education is performed, and a client-clinician discussion about the efficacy and side effects of the client's medication regimen occurs during a client's one-to-one meeting with a prescriber. Again, every client meets with a prescriber at least once a week. Following these individualized one-to-one meetings with a clinician, the clinician then meets again with the IDT at the end of the clinical day for a Team Review and Wrap-Up.

This intense approach to medication management, coupled with an extraordinary enhancement of clinical oversight, affords a profound level of professional therapeutic influence, atypical of the MHRC level of care.

Rehabilitation Elements

The Rehabilitation component is another enhanced segment employed at SPTC. This MHRC offers 27 Rehabilitation Groups, 11 Community Outings, and 14 Activities Groups per week. All of the groups and outings have been developed with these specific goals in mind: Discharge to lower levels of care and/or reintegration into the community. Program staff at SPTC strive to teach and instill the lessons of self-care and independence, rather than dependency.

Our Clinical and Rehabilitation components work hand in hand with our clients to assist them in reaching their best attainable level of functioning by conducting regular reviews and adjustments to each client's Individual Service Plan. Client input and ownership of their ISP is vital to our clients' success, and to this end we strongly encourage clients' participation in this process.

Philosophy

SPTC is acutely mindful of the gap we fill in regards to throughput for the mental health communities and systems we serve, and we are committed to adhering to our promise that we will continue to serve clients from both ends of the spectrum: Those clients from higher levels of care, such as acute inpatient and state hospital clients, and those clients from lower levels of care who have become too acute for their current setting.

The newly constructed facility provides 7500 square feet of living, program and office space, with generous indoor and outdoor activity spaces. The facility is located at 1541 Plumas Court, Yuba City, California 95991.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Rate Schedule (2019/20 - 2021/22)

WILLOW GLEN CARE CENTER (WGCC)

Including:

Willow Glen Intensive Residential Care (IRC)
Rosewood Care Center

Rate Schedule FY 19/20

Number of Clients	19/20 Rate
0-59	$177.00
60-79	$157.00
80-100	$137.00

Sequoia Psychiatric Treatment Center
Mental Health Rehabilitation Center (MHRC)

$320.00/day rate

Rates for this agreement may be adjusted upon mutual written agreement of both parties.

Any credible allegation of fraud will be investigated. Should any staff member suspect that the claim/invoice is fraudulent, staff will notify TCBHS Director and bring the claim/invoice forward for review. TCBHS will inquire with contractor and/or Medi-Cal Beneficiary to determine if the claim/invoice generated reflects actual services provided and received. Until the investigation is complete, TCBHS shall deny payment to contractor.

AUTHORIZATION AND CONCURRENT REVIEW

Patient admissions to a Contractor Facility that have not been pre-approved by TCBHS will not be reimbursed.

Upon notification of an emergency admission, COUNTY shall authorize payment for services when a beneficiary of COUNTY, with an emergency psychiatric condition, is admitted to CONTRACTOR'S hospital to receive Psychiatric Inpatient Hospital or Psychiatric Health Facility (PHF) services. COUNTY may initially authorize multiple days provided that each day meets medical necessity and/or continued car criteria.

After the initial admission day(s), COUNTY shall conduct concurrent review and determine appropriate authorization for hospital services for each subsequent day the beneficiary remains in placement (continued stay services) in CONTRACTOR'S facility in accordance with all State and Federal regulations as referenced in the California Department of Health Care Services Information Notice 19-026.

After the initial admission day(s), CONTRACTOR shall request authorization for continued stay services for the client in writing, in a COUNTY approved format. Authorization for subsequent days may be done in multiple day increments, however, CONTRACTOR shall certify that each subsequent day meets medical necessity.

Upon request, CONTRACTOR shall provide adequate documentation to COUNTY to satisfactorily demonstrate medical necessity for continued stay, as defined in CCR Title 9, Section 1820.205.

COUNTY will utilize a licensed physician or licensed mental health professional when conducting concurrent review and/or authorizing, modifying or denying services.

COUNTY will notify Contractor in writing of any decision to approve, modify or deny requests for authorization in writing, within 24 hours of the decision.

After the initial day(s) authorized for admission, CONTRACTOR shall request authorization for continued stay services to COUNTY.

Upon request, CONTRACTOR shall provide adequate documentation to COUNTY to satisfactorily demonstrate medical necessity for continued stay, as defined in CCR Title 9, Section 1820.205.

Any admission approved by COUNTY will be reimbursed at the current rate for each day of the patient's stay as shown above, excluding the day of discharge.

EXHIBIT "C"

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Agreement 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 Agreement 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 Agreement.
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 Agreement
d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Agreement 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 Agreement 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 Agreement, 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 Agreement, 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 Services Agreement, 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 Services Agreement, 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 Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
    b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement 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 Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

AMENDMENT NO. 3
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 19-170.2)
BETWEEN
THE COUNTY OF TRINITY
AND
WILLOW GLEN CARE CENTER

WHEREAS, a Contract was entered into the 5th day of November, 2019, amended on the 6th day of October, 2020, and amended again on the 17th day of August, 2021. ("Contract") by and between the COUNTY OF TRINITY ("County"), and **WILLOW GLEN CARE CENTER** ("Contractor"), to provide **long term residential care through the Willow Glen Care Center, Rosewood Care Center, Willow Glen Intensive Residential Care programs and/or services through the Mental Health Rehabilitation Center, Sequoia Treatment Center, and**

WHEREAS, the Contract provides for a termination date of June 30th, 2022; and

WHEREAS, the parties wish to:

1. Amend section V, maximum cost to the County; and

WHEREAS, the Contract provides for amendments;

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

1. Increase the contract maximum from $75,000 per fiscal year to $125,000 per fiscal year.

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 5th day of July 2022.

COUNTY OF TRINITY:

By: _____

Dan Frasier, 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: _____
Shelly Nelson, Director
Human Resources/Risk Management

TRINITY COUNTY
Item Report 3.3

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Behavioral Health Services	Connie Cessna Smith	5306231362

3.3 Agreement: North State Security (22-102)

Requested Action:

Approve an agreement with North State Security to provide Security Services to Behavioral Health.

Fiscal Impact:

No impact to the General Fund; up to $95,000 per fiscal year from Behavioral Health Funding.

Summary:

TCBHS wishes to implant a Security Officer at the 1450 Main Street location to further ensure safety of staff, clients and the community. The Security Officer will also travel to other TCBHS locations, mainly Cedar Home and occasionally the Hayfork Satellite Clinic.

Alternatives Including Financial Implications:

Deny the request and provide direction to staff.

Departmental Recommendation:

Approve the Agreement as requested.

ATTACHMENTS:

Description

Bid Summary - Security Services
Agreement: North State Security & TCBHS

BID SUMMARY

Formal RFP / Written Bid / Oral Quotation

Scope of Service: On Site Security Services

Date: 6/14/2022 Bids Recorded By: B. Marshall-Winks

Time: Bids Opened By:

Bidder contact info	Type	Bid Amount
North State Security Craig Freelove cfreelove@northstatesecurity.com	Gross Bid 5% Pref Net Bid	$28.95 per hour and $0.58 per mile Estimate of $95,000 per fiscal year.
Delta Hawk Protective Agency & Investigations	Gross Bid 5% Pref Net Bid	No Response
Securitas	Gross Bid 5% Pref Net Bid	No Response
	Gross Bid 5% Pref Net Bid	
	Gross Bid 5% Pref Net Bid	
	Gross Bid 5% Pref Net Bid	
	Gross Bid 5% Pref Net Bid	
	Gross Bid 5% Pref Net Bid	

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
NORTH STATE SECURITY, INC.

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 6TH day of June 2022, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **NORTH STATE SECURITY, INC.** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Security Services with an onsite Security Guard; 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 1st, 2022, and shall terminate on June 30th, 2023, 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, 2023. 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 $95,000, 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 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 BEHAVIORAL HEALTH
P.O. BOX 1640
WEAVERVILLE, CA 96093
cbennett@trinitycounty-ca.gov

If to Contractor:

NORTH STATE SECURITY, INC.
ATTN: KELLY BOEK, PRESIDENT/CEO
P.O. BOX 991348
REDDING, CA 96099
kboek@northstatesecurity.com

[signature page to follow]

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

COUNTY OF TRINITY:

By: _____
Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By: _____
Name: Kelly Boek, President/CEO
Title.: North State Security, Inc.
Date: _____

Risk Management Approval

By: _____
Shelly Nelson, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

North State Security will provide "Security Services", signage for the site(s) that may be posted on fence lines or other high traffic areas, and at County's discretion. Additionally, North State Command staff will make random visits to the site to supervise, and train assigned security personnel, and to provide additional coverage for major incidents. Furthermore, North State Security also provides an in-house dispatch center that is available 24 hours per day, 7 days per week.

North State Security Inc. will provide one (1) uniformed, unarmed security officer to be posted at the Trinity County Behavioral Health Services office located at 1450 Main Street, Weaverville CA 96093. Upon request, this security officer would also be required to drive from this location to the County's satellite location (offsite), but in proximity. Satellite location is known as Cedar Home Peer Respite: 250B Main Street, Weaverville, CA 96093.

Occasional requests may be made for security officer to travel to the satellite clinic at 154 Tule Creek Road, Hayfork CA 96041.

***Note*: It is agreed to by both parties that NSS will do its utmost due diligence to staff this schedule full-time with trained and equipped security officers as described herein. Due to the site location(s), in the event an NSS officer is unable to commute to the site(s) to perform the duties as described herein, that Trinity County Behavioral Health agrees go without security coverage for that/those shift(s). In that event, the County would not be billed for that or those shift(s).**

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

The cost per hour for the on-site security officer on will be $28.95. An additional two (2) hours per day will be billed for personnel's travel time (at same rate) to/from Weaverville or Hayfork site(s) and Redding, CA. All miles driven to the site(s) from Redding, and any miles driven between the Trinity County Behavioral Health sites will be billed at $0.585 per mile.

All Major holidays will be billed at time and one half the hourly rate. Billing cycle agreed to is 60 days after receipt and approval on an invoice by County staff.

Behavioral Health is closed on the following Holidays:
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

If a holiday falls on a Saturday, the holiday is observed on the Friday before the holiday. If a holiday falls on a Sunday, the holiday is observed on the Monday after the holiday.

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.

TRINITY COUNTY
Item Report 3.4

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Board of Supervisors - District 1	Keith Groves	530-623-1217

3.4 Letter: Supporting Watershed Center's Vibrant Recration and Tourism Grant Project Proposal

Requested Action:

Authorize the Chairman to sign a letter supporting the Watershed Research & Training Center's Recreation Resources Assessment in the Upper Trinity River Watershed project proposal to the Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant Program.

Fiscal Impact:

No fiscal impact.

Summary:

The Watershed Research and Training Center requested the that the board support their Recreation Resources Assessment in the Upper Trinity River Watershed project proposal to the Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant Program.

ATTACHMENTS:

Description

Letter of Support

TRINITY COUNTY

Board of Supervisors

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

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

July 5, 2022

Sierra Nevada Conservancy
Vibrant Recreation and Tourism Grant Program
11521 Blocker Drive, Suite 205
Auburn, CA 95603

RE: Watershed Research and Training Center's Recreation Resources Assessment in the Upper Trinity River Watershed

Dear Grant Proposal Evaluation Team,

This letter is to support the Watershed Research & Training Center's project proposal for the "Recreation Resources Assessment in the Upper Trinity River Watershed." The SNC's recent service area expansion into the Upper Trinity River provides an exciting opportunity for supporting vibrant recreation and tourism improvement projects in this underserved watershed.

The Upper Trinity River Watershed contains some of California's greatest recreational gems including the Trinity Alps Wilderness, Trinity and Lewiston Lakes, the Trinity River, and the Pacific Crest Trail and much more. While these recreational resources are incredible assets, the potential for tourism driven economic benefits is severely lacking in Trinity County. A few key areas needing improvement for recreational tourism in Trinity County are:

- Improving non-wilderness trails to lighten the load on the overrun Trinity Alps Wilderness
- Increasing biking (mountain, road, and gravel) opportunities
- Expanding prospects for safe, legal and fun Off Highway Vehicle use

KEITH GROVES DISTRICT 1 | JILL COX DISTRICT 2 | LIAM GOGAN DISTRICT 3 | JEREMY BROWN DISTRICT 4 | DAN FRASIER DISTRICT 5

- Offering the US Forest Service support with infrastructure like trailheads (bathrooms, parking, kiosks), access roads for trailheads, campgrounds, boat ramps and more

The Watershed Center is seeking funding from SNC to conduct a large and wide-ranging assessment of tourism values, working to prioritize them, and assisting to complete environmental analysis on recreation projects. Through this process this planning project will quickly lead to implementation of important recreation and tourism projects. These projects will have significant environmental, economic and social well-being benefits within the watershed now and in the future.

The Watershed Center has a proven track record of success working with Trinity County, the US Forest Service, and other partners and stakeholders in collaborative forest management planning and implementation, locally, regionally and nationally. This project will build on their already initiated work in the Upper Trinity River watershed, as well as leverage funding to expand the scope and impact of future work. We are excited by the prospects of working with the Watershed Center and the Sierra Nevada Conservancy to improve recreation and tourism resources in the Upper Trinity Watershed.

Sincerely,

Dan Frasier, Chairman
Trinity County Board of Supervisors

TRINITY COUNTY
Item Report 3.5

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Clerk of the Board	Letty Garza	530-623-1382

3.5 Resolution: Trinity Public Utilities District (TPUD) Conflict of Interest Code

Requested Action:

Adopt a resolution adopting a revised conflict of interest code for Trinity Public Utilities District.

Fiscal Impact:

No fiscal impact.

Summary:

Government Code section 87300 mandates state and local government agencies adopt and promulgate a conflict of interest code. Government Code section 87303 provides that a conflict of interest code shall not be effective until it has been approved by the code reviewing body.

As the Board of Supervisors is the “code reviewing body,” for Trinity Public Utilities District (TPUD) it is necessary that the Board of Supervisors approve their COI Code. Attached is a copy of a letter from TPUD as well their revised conflict of interest code as approved by their board on June 9, 2022.

ATTACHMENTS:

Description

Gov Code - Conflict of Interest Codes
Letter from PUD
Resolution - TPUD Conflict of Interest Code
Exhibit A - TPUD Conflict of Interest Code

Up^ Add To My Favorites

GOVERNMENT CODE - GOV

TITLE 9. POLITICAL REFORM [81000 - 91014] *(Title 9 added June 4, 1974, by initiative Proposition 9.)*

CHAPTER 7. Conflicts of Interest [87100 - 87505] *(Chapter 7 added June 4, 1974, by initiative Proposition 9.)*

ARTICLE 3. Conflict of Interest Codes [87300 - 87314] *(Article 3 added June 4, 1974, by initiative Proposition 9.)*

87300. Every agency shall adopt and promulgate a Conflict of Interest Code pursuant to the provisions of this article. A Conflict of Interest Code shall have the force of law and any violation of a Conflict of Interest Code by a designated employee shall be deemed a violation of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87301. It is the policy of this act that Conflict of Interest Codes shall be formulated at the most decentralized level possible, but without precluding intra-departmental review. Any question of the level of a department which should be deemed an "agency" for purposes of Section 87300 shall be resolved by the code reviewing body.

(Added June 4, 1974, by initiative Proposition 9.)

87302. Each conflict of interest code shall contain the following provisions:

(a) Specific enumeration of the positions within the agency, other than those specified in Section 87200, that involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property, and sources of income which are reportable. An investment, business position, interest in real property, or source of income shall be made reportable by the conflict of interest code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the designated employee's position.

(b) Requirements that each designated employee, other than those specified in Section 87200, file statements at times and under circumstances described in this section, disclosing reportable investments, business positions, interests in real property, and income. The information disclosed with respect to reportable investments, interests in real property, and income shall be the same as the information required by Sections 87206 and 87207. The first statement filed under a conflict of interest code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the conflict of interest code, disclosing investments, business positions, and interests in real property held on the effective date of the conflict of interest code and income received during the 12 months before the effective date of the conflict of interest code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office, or, if subject to State Senate confirmation, 30 days after being appointed or nominated, disclosing investments, business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office or the date of being appointed or nominated, respectively. Each designated employee shall file an annual statement, at the time specified in the conflict of interest code, disclosing reportable investments, business positions, interest in real property, and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

(c) Specific provisions setting forth any circumstances under which designated employees or categories of designated employees must disqualify themselves from making, participating in the making, or using their official

position to influence the making of any decision. Disqualification shall be required by the Conflict of Interest Code when the designated employee has a financial interest as defined in Section 87103, which it is reasonably foreseeable may be affected materially by the decision. A designated employee shall not be required to disqualify the employee's own self with respect to any matter that could not legally be acted upon or decided without the designated employee's participation.

(d) For any position enumerated pursuant to subdivision (a), an individual who resigns the position within 12 months following initial appointment or within 30 days of the date of a notice mailed by the filing officer of the individual's filing obligation, whichever is earlier, is not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual does not make, participate in making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. Within 30 days of the date of a notice mailed by the filing officer, the individual shall do both of the following:

(1) File a written resignation with the appointing power.

(2) File a written statement with the filing officer on a form prescribed by the commission and signed under the penalty of perjury stating that the individual, during the period between appointment and resignation, did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(Amended by Stats. 2021, Ch. 50, Sec. 203. (AB 378) Effective January 1, 2022. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87302.3. (a) Every candidate for an elective office that is designated in a conflict of interest code shall file a statement disclosing the candidate's investments, business positions, interests in real property, and income received during the immediately preceding 12 months, as enumerated in the disclosure requirements for that position. The statement shall be filed with the election official with whom the candidate's declaration of candidacy or other nomination documents to appear on the ballot are required to be filed and shall be filed no later than the final filing date for the declaration or nomination documents.

(b) This section does not apply to either of the following:

(1) A candidate for an elective office designated in a conflict of interest code who has filed an initial, assuming office, or annual statement pursuant to that conflict of interest code within 60 days before the deadline specified in subdivision (a).

(2) A candidate for an elective office who has filed a statement for the office pursuant to Section 87302.6 within 60 days before the deadline specified in subdivision (a).

(Amended by Stats. 2021, Ch. 50, Sec. 204. (AB 378) Effective January 1, 2022.)

87302.6. Notwithstanding Section 87302, a member of a board or commission of a newly created agency shall file a statement at the same time and in the same manner as those individuals required to file pursuant to Section 87200. A member shall file the member's statement pursuant to Section 87302 once the agency adopts an approved conflict of interest code.

(Amended by Stats. 2021, Ch. 50, Sec. 205. (AB 378) Effective January 1, 2022.)

87303. No conflict of interest code shall be effective until it has been approved by the code reviewing body. Each agency shall submit a proposed conflict of interest code to the code reviewing body by the deadline established for the agency by the code reviewing body. The deadline for a new agency shall be not later than six months after it comes into existence. Within 90 days after receiving the proposed code or receiving any proposed amendments or revisions, the code reviewing body shall do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and resubmission within 60 days. The code reviewing body shall either approve the revised code or revise it and approve it. When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

(Amended by Stats. 1997, Ch. 455, Sec. 4. Effective September 24, 1997. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87304. If any agency fails to submit a proposed conflict of interest code or amendments, or if any state agency fails to report amendments pursuant to subdivision (b) of Section 87306 within the time limits prescribed pursuant to Section 87303 or 87306, the code reviewing body may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. If the code reviewing body does not issue an appropriate order or take other action within 90 days of the deadline imposed on the agency as prescribed in Section 87303 or 87306, the commission may issue any appropriate order directed to the agency or take any other appropriate action, including the adoption of a conflict of interest code for the agency. The commission shall consult with the agency before ordering the adoption of a conflict of interest code for the agency.

(Amended by Stats. 1991, Ch. 491, Sec. 4. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87305. If after six months following the deadline for submission of the proposed Conflict of Interest Code to the code reviewing body no Conflict of Interest Code has been adopted and promulgated, the superior court may, in an action filed by the commission, the agency, the code reviewing body, any officer, employee, member or consultant of the agency, or any resident of the jurisdiction, prepare a Conflict of Interest Code and order its adoption by the agency or grant any other appropriate relief. The agency and the code reviewing body shall be parties to any action filed pursuant to this section.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306. (a) Every agency shall amend its Conflict of Interest Code, subject to the provisions of Section 87303, when change is necessitated by changed circumstances, including the creation of new positions which must be designated pursuant to subdivision (a) of Section 87302 and relevant changes in the duties assigned to existing positions. Amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. If after nine months following the occurrence of those changes the Conflict of Interest Code has not been amended or revised, the superior court may issue any appropriate order in an action brought under the procedures set forth in Section 87305.

(b) Notwithstanding subdivision (a), every state agency shall submit to the code reviewing body a biennial report identifying changes in its code, including, but not limited to, all new positions designated pursuant to subdivision (a) of Section 87302, changes in the list of reportable sources of income, and relevant changes in the duties assigned to existing positions. These reports shall be submitted no later than March 1 of each odd-numbered year.

(Amended by Stats. 1991, Ch. 491, Sec. 5. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87306.5. (a) No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

(b) Upon review of its code, if no change in the code is required, the local agency head shall submit a written statement to that effect to the code reviewing body no later than October 1 of the same year.

(Added by Stats. 1990, Ch. 1075, Sec. 5.)

87307. An agency may at any time amend its Conflict of Interest Code, subject to the provisions of Section 87303, either upon its own initiative or in response to a petition submitted by an officer, employee, member or consultant of the agency, or a resident of the jurisdiction. If the agency fails to act upon such a petition within ninety days, the petition shall be deemed denied. Within thirty days after the denial of a petition, the petitioner may appeal to the code reviewing body. The code reviewing body shall either dismiss the appeal or issue an appropriate order to the agency within ninety days.

(Added June 4, 1974, by initiative Proposition 9.)

87308. Judicial review of any action of a code reviewing body under this chapter may be sought by the commission, by the agency, by an officer, employee, member or consultant of the agency, or by a resident of the jurisdiction.

(Amended by Stats. 1980, Ch. 765. Note: This section was added on June 4, 1974, by initiative Prop. 9.)

87309. A conflict of interest code or amendment shall not be approved by the code reviewing body or upheld by a court if it:

(a) Fails to provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;

(b) Fails to provide to each affected person a clear and specific statement of that person's duties under the code; or

(c) Fails to adequately differentiate between designated employees with different powers and responsibilities.

(Amended by Stats. 2021, Ch. 50, Sec. 206. (AB 378) Effective January 1, 2022.)

87310. If the duties of a designated employee are so broad or indefinable that the requirements of Section 87309 cannot be complied with, the Conflict of Interest Code shall require the designated employee to comply with the requirements of Article 2 of this chapter.

(Added June 4, 1974, by initiative Proposition 9.)

87311. The review of proposed Conflict of Interest Codes by the Commission and by the Attorney General and the preparation of proposed Conflict of Interest Codes by state agencies shall be subject to the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by local government agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(Added June 4, 1974, by initiative Proposition 9.)

87311.5. (a) Notwithstanding the provisions of Section 87311, the review of the Conflict of Interest Code of an agency in the judicial branch of government shall not be subject to the provisions of the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by these agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views.

(b) Conflict of Interest Codes of the Judicial Council, the Commission on Judicial Performance, and the Board of Governors and designated employees of the State Bar of California shall not be subject to the provisions of subdivision (c) of Section 87302.

(Added by Stats. 1984, Ch. 727, Sec. 8. Operative July 1, 1985, by Sec. 12 of Ch. 727.)

87312. The Commission shall, upon request, provide technical assistance to agencies in the preparation of Conflict of Interest Codes. Such assistance may include the preparation of model provisions for various types of agencies. Nothing in this section shall relieve each agency of the responsibility for adopting a Conflict of Interest Code appropriate to its individual circumstances.

(Added June 4, 1974, by initiative Proposition 9.)

87313. A person shall not make a gift of fifty dollars ($50) or more in a calendar month on behalf of another, or while acting as the intermediary or agent of another to a person whom the intermediary or agent knows or has reason to know may be required to disclose the gift pursuant to a conflict of interest code, without disclosing to the recipient of the gift both the intermediary or agent's own full name, street address, and business activity, if any, and the full name, street address, and business activity, if any, of the actual donor. The recipient of the gift shall include in the recipient's Statement of Economic Interests the full name, street address, and business activity, if any, of the intermediary or agent and the actual donor.

(Amended by Stats. 2021, Ch. 50, Sec. 207. (AB 378) Effective January 1, 2022.)

87314. (a) A board, commission, or agency of a public pension or retirement system shall attach to its Conflict of Interest Code an appendix entitled "Agency Positions that Manage Public Investments for Purposes of Section 87200 of the Government Code." The appendix shall list each position with the board, commission, or agency for which an individual occupying the position is required to file a Statement of Economic Interests as a public official who manages public investments within the meaning of Section 87200. The board, commission, or agency shall post the appendix on its Internet Web site in a manner that makes it easily identifiable and accessible by persons who view that Web site.

(b) (1) For purposes of this section, "public official who manages public investments" includes a salaried or unsalaried member of a committee, board, commission, or other entity that exists as, or within, a governmental agency and that possesses decisionmaking authority.

(2) A committee, board, commission, or other entity possesses decisionmaking authority for purposes of this section if any of the following apply:

(A) The entity may make a final governmental decision.

(B) The entity may compel a governmental decision or prevent a governmental decision, either by virtue of possessing exclusive power to initiate the decision or by having veto authority that may not be overridden.

(C) The entity makes substantive recommendations that are, and over an extended period of time have been, regularly approved, without significant amendment or modification, by another public official or governmental agency.

(3) A committee, board, commission, or other entity does not possess decisionmaking authority for purposes of this section if it is formed for the sole purpose of researching a subject and preparing a report or recommendation for submission to another governmental entity that has final decisionmaking authority.

(Added by Stats. 2010, Ch. 702, Sec. 1. (SB 1271) Effective January 1, 2011.)

TRINITY P.U.D.
"Serving Trinity County Since 1982"

RECEIVED
JUN 17 2022
Trinity County
Administrative Office

June 16, 2022

Clerk of the Board
Trinity County Board of Supervisors
PO Box 1613
Weaverville, CA 96093-1613

RE: 2022 Biennial Notice for Conflict-of-Interest Codes

To Whom it May Concern

Please find enclosed the completed 2022 Biennial Notice along with a copy of the Trinity Public Utilities District's (District) proposed Amended Conflict of Interest Policy as adopted by the Board of Directors on June 9, 2022. Please note the policy has been updated to reflect recent increases to gift limits pursuant to the Fair Political Practices Commission guidance, as well as an update to current position titles (Appendix B) at Trinity Public Utilities District. Please advise upon approval of the Trinity County Board of Supervisors.

Also enclosed is a completed Form 804 adding the positions on April 17, 2022. The Form 700 Assuming Office Statements have been forwarded to the County Clerk's office.

Please do not hesitate to call should you require further information or have any questions.

Sincerely,

Sarah Sheetz
Administrative Services Manager

/sls
Enclosures

P.O. Box 1216, Weaverville CA 96093 • Cust. Service (530) 623-5536 • Administration (530) 623-4564 • Fax (530) 623-5549
www.trinitypud.com

2022 Local Agency Biennial Notice

Name of Agency: Trinity Public Utilities District

Mailing Address: PO Box 1216, Weaverville, CA 96093

Contact Person: Sarah Sheetz Phone No. 530-623-4564

Email: ssheetz@trinitypud.com Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other *(describe)* Revision to Gift Limit

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Paul Hansen
Signature of Chief Executive Officer

6/16/2022
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Agency Report of: New Positions

A Public Document

California Form 804

1. Agency Name (Also include, Division, Department, or Region (if applicable))

TRINITY PUBLIC UTILITIES DISTRICT

☐ Amendment

Date of Original Filing: _____ (month, day, year)

Agency Contact

SARAH SHEETZ

Phone Number

530-623-4564

Email

SSHEETZ@TRINITYPUD.COM

2. New Position Information

Position Title/Classification and Job Summary	Assigned Category	OR	Disclosure Requirement	Assuming/Start Date (Optional)
SYSTEM ENGINEER/PLANS AND COORDINATES ENGINEERING WORK FOR DIST			INVESTMENTS/REAL PROPERTY INTERESTS WITHIN DISTRICT SERVICE TERRITORY	Start 04/17/22 m/d/yr
VEGETATION PROGRAM MANAGER/PLANS AND SUPERVISES VEG. MGMT. ACT			INVESTMENTS/REAL PROPERTY INTERESTS WITHIN DISTRICT SERVICE TERRITORY	Start 04/17/22 m/d/yr
				Start ___/___/___ m/d/yr
				Start ___/___/___ m/d/yr
				Start ___/___/___ m/d/yr
				Start ___/___/___ m/d/yr
				Start ___/___/___ m/d/yr

3. Verification

I have read and understand FPPC Regulations 18700.3 and 18734. I have verified that the disclosure assignment(s) set forth above, is in accordance with its provisions.

Signature	Name	Title	(month, day, year)
Sarah E. Sheetz	SARAH SHEETZ	ADMIN. SVCS. MGR.	04/17/2022

Comment: (Use this space or an attachment for any additional information.)

Print Clear

FPPC Form 804 (2/16)
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)

RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY APPROVING TRINITY PUBLIC UTILITIES DISTRICT'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Board of Supervisors of the County of Trinity is the code-reviewing body for the Trinity Public Utilities District; and

WHEREAS, Trinity Public Utilities District adopted a revised conflict of interest code on June 19, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity approves the Conflict of Interest Code for Trinity Public Utilities District, which is attached as Exhibit A;

DULY PASSED AND ADOPTED this 5th day of July, 2022 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

_____

DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA,
Clerk of the Board of Supervisors

By: _____
Deputy

Exhibit A

Policy of the Board of Directors

CONFLICT OF INTEREST

The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practice Commission has adopted a regulation, Title 2, Division 6 of the California Code of Regulations, §18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference. Said standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission, attached hereto as Appendix A, are hereby incorporated by reference and, along with the attached Appendix B in which members of the Board of Directors and employees are designated and in which disclosure categories are set forth, constitute the Conflict of Interest Code of Trinity Public Utilities District.

Designated employees shall file statements of economic interest with the District. Upon receipt of this statement by the District, the District shall make and retain a copy and forward the original of these statements to the Clerk of the County of Trinity.

Appendix B which is attached hereto and incorporated herein by this reference sets forth the list of designated employees of the District and the disclosure category for each designated employee in conformity with Government Code §87300.

Michael Rourke, President

Adopted Date
October 7, 1982

Revision 11
June 9, 2022

APPENDIX A

18730. Provisions of Conflict of Interest Codes

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions. The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

(3) Section 3. Disclosure Categories. This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies.[1] Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or

her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.
(4) Section 4. Statements of Economic Interests: Place of Filing. The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. [2]
(5) Section 5. Statements of Economic Interests: Time of Filing.
(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.
(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the Annual Statement of Economic Interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.
(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.
(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office. Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.
(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:
(1) File a written resignation with the appointing power; and
(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.
(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.
(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.
(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.
(7) Section 7. Manner of Reporting. Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:
(A) Investments and Real Property Disclosure. When an investment or an interest in real property[3] is required to be reported, [4] the statement shall contain the following:
1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars ($2,000), exceeds ten thousand dollars ($10,000), exceeds one hundred thousand dollars ($100,000), or exceeds one million dollars ($1,000,000).
(B) Personal Income Disclosure. When personal income is required to be reported, [5] the statement shall contain:
1. The name and address of each source of income aggregating five hundred dollars ($500) or more in value, or fifty dollars ($50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars ($1,000) or less, greater than one thousand dollars ($1,000), greater than ten thousand dollars ($10,000); or greater than one hundred thousand dollars ($100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [6] the statement shall contain:
1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars ($10,000).
(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.
(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.
(8) Section 8. Prohibition on Receipt of Honoraria.
(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official. Subdivisions (a), (b), and (c) of Government Code section 89501 shall apply to the prohibitions in this section.
This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.
(8.1) Section 8.1 Prohibition on Receipt of Gifts in Excess of $520.
(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.
Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.
(8.2) Section 8.2. Loans to Public Officials.
(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.
(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall,

while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars ($500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars ($500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.
(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.
(8.4) Section 8.4. Personal Loans.
(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:
1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
a. The date the loan was made.
b. The date the last payment of one hundred dollars ($100) or more was made on the loan.
c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars ($250) during the previous 12 months.
(B) This section shall not apply to the following types of loans:
1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.
(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.
(9) Section 9. Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:
(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars ($2,000) or more;
(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars ($2,000) or more;
(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public

without regard to official status, aggregating five hundred dollars ($500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to; received by, or promised to the designated employee within 12 months prior to the time when the decision is made.
(9.3) Section 9.3. Legally Required Participation. No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.
(9.5) Section 9.5. Disqualification of State Officers and Employees. In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:
(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars ($1,000) or more.
(10) Section 10. Disclosure of Disqualifying Interest. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying.
Section 11. Assistance of the Commission and Counsel. Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.
(11) Section 12. Violations. This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000 - 91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

ENDNOTES
1. Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of

such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.
2. See Government Code section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.
3. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.
4. Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.
5. A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.
6. Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.
7. Any income derived from the cultivation, processing, sale, or distribution of marijuana (medical or otherwise) is a violation of federal law and a conflict of interest for any designated position.
NOTE: Authority cited: Section 83112, Government Code.
Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.
02/01/01

APPENDIX B

Designated Positions

The designated positions are:

1. Members of The Board of Directors
2. General Manager
3. Administrative Services Manager
4. Electric Superintendent
5. Chief Financial Officer
6. System Engineer
7. Vegetation Program Manager
8. Consultants
   [2 Cal Code of Reg. §18701(a)(2)]
   Defined as individuals who, pursuant to a contract with The Trinity Public Utilities District:

   (A) Makes a governmental decision whether to:
   - (i) Approve a rate, rule, or regulation;
   - (ii) Adopt or enforce a law;
   - (iii) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
   - (iv) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
   - (v) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
   - (vi) Grant agency approval to a plan, design, report, study, or similar item;
   - (vii) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof;

   OR

   (B) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code, subject to the following limitation:

   The General Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope

and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

DISCLOSURE CATEGORIES

There shall be only one disclosure category, which is as follows.

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may forseeably be affected materially by any decision made or participated in by the person who holds a designated position by virtue of that person's position.

Each Person Holding a Designated Position Must Report:

A. Interests in real property which is located in whole or in part either (1) within the boundaries of the district, or (2) within two miles of the boundaries of the district, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is greater than $1,000.00

B. Investment in any business entity which, within the last two years, has contracted, or in the future forseeably may contract with the Trinity Public Utilities District to provide services, supplies, materials, machinery or equipment to the Trinity Public Utilities District.

C. Income from any source which, within the last two years, has contracted, or in the future foreseeably may contract with the Trinity Public Utilities District to provide services, supplies, materials, machinery or equipment to the Trinity Public Utilities District.

D. His or her status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity which, within the last two years, had contracted, or in the future foreseeably may contract with the Trinity Public Utilities District to provide services, supplies, materials, machinery or equipment to the Trinity Public Utilities District.

TRINITY COUNTY
Item Report 3.6

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Clerk of the Board	Letty Garza	530-623-1382

3.6 Resolution: Brown Act Teleconference Meetings

Requested Action:

Adopt a resolution regarding the use of remote teleconference meetings pursuant to the Brown Act.

Fiscal Impact:

No fiscal impact.

Alternatives Including Financial Implications:

Deny adoption of resolution and direct staff.

Departmental Recommendation:

Denial of this resolution would eliminate our ability to provide teleconference meetings under the revised provisions of the Brown Act. It is staffs recommendation that the board adopt the resolution as presented.

ATTACHMENTS:

Description

Resolution - Brown Act Teleconference Meetings

RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF TRINITY COUNTY PURSUANT TO BROWN ACT PROVISIONS AS A RESULT OF A LOCAL EMERGENCY.

WHEREAS, the County of Trinity is committed to preserving and nurturing public access and participation in meetings of the Board of Supervisors; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regard to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, the Governor clarified that the "reopening" of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that meeting in person could present imminent risks to the health or safety of attendees of public meetings;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the County, and social distancing orders are currently in place and needed to protect the health and safety of the citizens.

Section 3. Remote Teleconference Meetings. The staff and legislative bodies of Trinity County are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the Board of Supervisors adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the County of Trinity may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

DULY PASSED AND ADOPTED this 5th day of July, 2022 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

DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY
Item Report 3.7

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Clerk of the Board	Letty Garza	530-623-1382

3.7 Resolutions: Continuance of Local Health Emergencies

Requested Action:

Adopt resolutions confirming the continuance of the following local health emergencies in the County of Trinity:

- Local health emergency due to debris and air quality concerns created by the 2020 wildfires;
- Local health emergency due to hazardous material concerns resulting from the 2021 fires; and
- Local health emergency due to the novel coronavirus knows as COVID-19.

Fiscal Impact:

No fiscal impact.

Summary:

This item is to consider approving the continuance of the following local health emergencies:

- Local health emergency due to debris and air quality concerns created by the 2020 wildfires;
- Local health emergency due to hazardous material concerns resulting from the 2021 fires; and
- Local health emergency due to the novel coronavirus knows as COVID-19.

The local health emergency due to debris and air quality concerns created by the 2020 wildfires was originally declared by the Health Officer on September 23, 2020. On September 28, 2020 the Board ratified the declaration and confirmed the existence of the local health emergency. The local health emergency due to hazardous material concerns resulting from the 2021 fires was originally declared by the Health Officer on August 8, 2021. On August 12, 2021 the Board ratified the declaration and confirmed the existence of the local health emergency.

The local health emergency due to the novel coronavirus known as COVID-19 was originally declared by the Health Officer on March 13, 2020. On March 17, 2020 the Board ratified the declaration and confirmed the existence of the local health emergency.

Based on the provisions in our Trinity County Emergency Operations Plan, adopted on April 20, 2010 and revised on March 19, 2019, local health emergencies require the Board of Supervisors to review and confirm the continuances of the emergency at least once every 30 days. The above-mentioned local health emergencies have to be reviewed and continued by the Board pursuant to that guideline.

By confirming the continuance of these emergencies, the County is reinforcing the severity of the situation and maintaining our eligibility for potential funding from state and federal agencies.

Alternatives Including Financial Implications:

Deny resolutions and direct staff.

Departmental Recommendation:

It is staff's recommendation that the board adopt the resolutions confirming the continuance of the local health emergencies currently active in Trinity County.

ATTACHMENTS:

Description

County Code Section 2.40.070
Emergency Operations Plan Section 1.7.1
Resolution - Health Emergency 2020 Air Quality Debris
Exhibit A - Health Emerg 2020 Air Quality Debris
Resolution - Health Emerg Hazardous Materials July 2021 Lightning Fires
Exhibit A- Health Emerg Hazardous Materials July 2021 Lightning Fires
Resolution - Health Emerg COVID
Exhibits - Health Emerg COVID

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

1. Request the board of supervisors to proclaim the existence of a local emergency if the board is in session, or to issue such proclamation if the board is not in session. Whenever a local emergency is proclaimed by the director, the board of supervisors shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect;
2. Request the Governor of the state to proclaim a state of emergency when, in the opinion of the director, the locally available resources are inadequate to cope with the emergency;
3. Control and direct the effort of the emergency organization of the county for the accomplishment of the purposes of this chapter;
4. Direct cooperation between and coordination of services and staff of the emergency organization of the county; and resolve questions of authority and responsibility that may arise between them;
5. Represent the county in all dealings with public or private agencies on matters pertaining to emergencies;
6. In the event of the proclamation of a local emergency as provided in this section, the proclamation of a state of emergency by the Governor of the state, or by the Director of the California Office of Emergency Services, or the existence of a state of war emergency, the director of emergency services of the county is empowered:
    a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest practicable time by the board of supervisors,
    b. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the county for the fair value thereof, and, if required immediately, to commandeer the same for public use,
    c. To require emergency services of any county officer or employee, and, in the event of the proclamation of a state of emergency or the existence of a state of war emergency, to command the aid of as many citizens as he deems necessary in the execution of his duties. Such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers,

d. To requisition necessary personnel or material of any department or agency of the county, and

e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.

B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.

C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

1.7.1 Trinity County Emergency Declaration Process

Declarations of a local emergency are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property within the County, caused by natural, technological or human caused situations. The County may declare an emergency for any of several reasons, such as authorizing additional budget authority, implementing emergency measures, or accessing State, or federal disaster assistance. To proclaim a state of emergency, the Director of Emergency Services will either call a regular or special meeting of the Board of Supervisors to request a declaration of emergency or immediately declare an emergency in writing. For "an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent," the Trinity County Health Officer may declare a local health emergency in the jurisdiction or any area thereof affected by the threat to the public health. A Local Emergency proclaimed by the Director of Emergency Services must be ratified by the Board of Supervisors within seven days, or it will expire.

The Board of Supervisors must review the need to continue the declaration at least every 60 days until the local emergency is terminated. The Local Emergency must be terminated by resolution as soon as conditions warrant. Declaration of a Local Health Emergency should be continued at least every 30 days.

RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY DUE TO DEBRIS AND AIR QUALITY CONCERNS

WHEREAS, on September 23, 2020, the Trinity County Health Officer declared a local health emergency due to the debris and air quality in Trinity County from wildfire; and

WHEREAS, on September 29, 2020, the Board of Supervisors confirmed the existence of the local health emergency; and

WHEREAS, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

WHEREAS, the Board of Supervisors adopted Resolution Nos. 2020-082, 2020-089, 2020-097, 2021-003, 2021-009, 2021-019, 2021-027, 2021-033, 2021-048, 2021-054 2021-062, 2021-069, 2021-074, 2021-085, 2021-089, 2021-106, 2021-116, 2021-127, 2022-009, 2022-018, 2022-031, 2022-042, 2022-053, 2022-070, 2022-079 and 2022-092 confirming the continuance of the local health emergency; and

WHEREAS, the wildfires causing the air quality concerns in Trinity County have stopped burning and the conditions described in the original proclamation, attached as Exhibit A, continue;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to the unhealthy air quality caused by the 2020 wildfires.

DULY PASSED AND ADOPTED this 5th day of July, 2022 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

_____

DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

EXHIBIT A

PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY

THE TRINITY COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with Section 101075 confers upon Local Health Officers of the political subdivisions of this state emergency powers necessary to protect public health and safety; and

WHEREAS, Section 101080 of the California Health and Safety Code provides that the local health officer may declare a local health emergency in the jurisdiction or any area thereof affected by the threat to the public health; and

WHEREAS, Section 101080 of the California Health and Safety Code empowers the Local Health Officer to proclaim the existence or threatened existence of local health emergency when the Local Health Officer reasonably determines that the waste is a hazardous waste or medical waste, or that it may become a hazardous waste or medical, subject to ratification by the Board of Supervisors within seven days and reaffirmation every fourteen days thereafter until such local health emergency is terminated; and

WHEREAS, the Trinity County Health Officer does hereby find:

1. That conditions resulting from the August Complex North Zone fire in Trinity County, which began on August 17, 2020 have created and are continuing to create debris and air quality concerns that have been deemed unhealthy to hazardous for multiple communities of Trinity County which may have been or will be a threat to public health and;

2. That the threat to public health creates the immediate need to facilitate assistance and undertake preventive measures to protect the health of people and the environment and to inform the affected public of any potential health issues associated with the air quality created by the multiple fires, thereby necessitating the proclamation of the existence of a local health emergency.

3. That assistance to residents, special districts and to the County is needed for timely implementation of necessary preventive measures to protect public health and the environment,

NOW THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in Trinity County due to the air quality created by the August Complex North Zone fire in Trinity County which is or may become a public health threat.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the Local Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the California Health and Safety Code, and by any ordinances and resolutions of the County approved by the Board of Supervisors.

David J. Herfindahl

David J. Herfindahl, MD
Trinity County Health Officer
September 23, 2020

Ratified this 29th day of September 2020, by the Board of Superviosors of the County of Trinity by motion, second (Fenley/Morris) and the following vote:

AYES:	Supervisors Morris, Fenley, Groves and Brown
NOES:	None
ABSENT:	Supervisor Chadwick
ABSTAIN:	None
RECUSE:	None

JEREMY BROWN, VICE CHAIRMAN
Board of Supervisors, Acting as the
Transportation Commission
County of Trinity
State of California

ATTEST:

RICHARD KUHNS, Psy. D,
Clerk of the Board of Supervisors
By: _____
Deputy

RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY DUE TO 2021 FIRE HAZARDS

WHEREAS, on August 8, 2021, the Trinity County Health Officer declared a local health emergency due to the hazardous products of combustion, water quality, and threats in Trinity County from wildfire; and

WHEREAS, on August 12, 2021, the Board of Supervisors confirmed the existence of the local health emergency; and

WHEREAS, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2021-090, 2021-107, 2021-117, 2021-126, 2021-135, 2022-010, 2022-019, 2022-032, 2022-043, 2022-054, 2022-071, 2022-080 and 2022-093 confirming the continuance of the local emergency; and

WHEREAS, the wildfires causing hazardous material concerns in Trinity County continue to burn and the conditions described in the original proclamation, attached as Exhibit A, continue; and

WHEREAS, the original proclamation is amended to add River Complex between "McFarland Fire" and "other fires" in the fourth whereas statement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to the hazardous material caused by fires currently burning.

DULY PASSED AND ADOPTED this 5th day of July, 2022 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

_____

DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

PROCLAMATION OF A LOCAL HEALTH EMERGENCY BY THE TRINITY COUNTY HEALTH OFFICER

WHEREAS, the California Health and Safety Code, Division 101, Part 3, Chapter 2, commencing with § 101080 confers upon the Local Health Officer of the political subdivisions of this state emergency powers necessary to protect public health and safety; and

WHEREAS, § 101080 of the California Health and Safety Code, states that "the local Health Officer may declare a local health emergency in the jurisdiction or any area thereof" affected by hazardous waste which is an imminent threat to the public health; necessary to protect public health and safety; and

WHEREAS, Health and Safety Code Section § 101080 empowers the local Health Officer to proclaim the existence of a local health emergency when this county or any area of the county is affected or likely to be affected by such a public health threat while the Board of Supervisors is not in session, which shall expire if not ratified by the Board of Supervisors within seven days and is subject to reaffirmation every 14 days thereafter until such local health emergency is terminated; and

WHEREAS, the July 2021 Lightning fires, including the Monument Fire, McFarland Fire, and other fires in Trinity County, which began on July 29, 2021, produced hazardous conditions including unhealthy air quality, hazardous products of combustion, water quality and threats to the health and safety of the residents of Trinity County; and

WHEREAS, the local Health Officer of the County of Trinity do hereby find:

1. That conditions of certain hazardous waste in Trinity County in the form of contaminated debris from household hazardous waste/materials and structural debris due to the destruction of a number of structures, poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

2. That there is an imminent threat to water sheds and domestic water supply as a result of hazardous debris.

3. That there is an imminent and proximate threat of infectious or communicable disease and/or non-communicable biologic agent due to accumulations of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, and also due to potential contamination of destruction of residential and commercial water supply in the burned areas.

4. That the Board of Supervisors of the County of Trinity is not in session and cannot immediately be called into session.

5. That the aforesaid threat to public health necessitates the proclamation of the existence of a local health emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency is now threatened to exist in the burned area in this County due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from a recent fire and due to contamination of residential food and water supply.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the Health Officer shall be those prescribed by state law, including the provisions of Sections §101040 and §101085 of the Health and Safety Code, and by ordinances and resolutions of this county approved by the Board of Supervisors. This order may be signed in counterparts.

IT IS FURTHER ORDERED that a copy of this declaration be forwarded to the Director of the Governor's Office of Emergency Services.

David J. Herfindahl, MD
Trinity County Health Officer
August 8, 2021

Ratified this 12th day of August 2021, by the Board of Supervisors of the County of Trinity by motion, second (Groves/Gogan) and the following vote:

AYES:	Supervisors Gogan, Groves, Cox, Frasier, and Brown
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

JEREMY BROWN, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

RICHARD KUHNS, Psy.D,
Clerk of the Board of Supervisors

By: _____
Deputy

RESOLUTION NO. 2022-094

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY CONFIRMING THE CONTINUANCE OF A LOCAL HEALTH EMERGENCY DUE TO THE NOVEL CORONAVIRUS KNOWN AS COVID-19 PANDEMIC

WHEREAS, on March 13, 2020 the Trinity County Health Officer declared a local health emergency due to the novel coronavirus named COVID-19 pandemic; and

WHEREAS, on March 17, 2020 the Board of Supervisors confirmed the existence of the local health emergency; and

WHEREAS, Section 101080 of the California Health and Safety Code requires the Board to review and reaffirm the need for continuing a local emergency every thirty (30) days; and

WHEREAS, the novel coronavirus named COVID-19 pandemic has caused concerns in Trinity County and many of the conditions described in the original declaration as amended, attached hereto, are expected to continue; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2020-020, 2020-028, 2020-038, 2020-039, 2020-059, 2020-068, 2020-072, 2020-079, 2020-090, 2020-094, 2021-002, 2021-008, 2021-018, 2021-026, 2021-034, 2021-047, 2021-055, 2021-063, 2021-070, 2021-075, 2021-086, 2021-091, 2021-108, 2021-118, 2021-128, 2021-137, 2022-011, 2022-020, 2022-033, 2022-044, 2022-055, 2022-065, 2022-072, 2022-081 and 2022-094 confirming the continuance of the local emergency; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local health emergency due to the COVID-19 pandemic.

DULY PASSED AND ADOPTED this 5th day of July, 2022, 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

_____
DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

DECLARATION OF A LOCAL HEALTH EMERGENCY BY COUNTY HEALTH OFFICER

Out of an abundance of caution and to protect the public health of all Trinity County residents, especially the vulnerable and those individuals who are at higher risk of illness, the Trinity County Public Health Officer hereby issues the following local emergency public health proclamation:

WHEREAS, Section 101080, Health and Safety Code of the State of California empowers a local health official to proclaim the existence or threatened existence of a local health emergency when this county or any area thereof is affected or likely to be affected by an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent, and the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven days and reaffirmed every 30 days until such local emergency is terminated; and

WHEREAS, the Health Officer of the County of Trinity does hereby find:

1. A novel coronavirus (named "COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public threat, based on current information. In part, the virus is considered a very serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human to human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The best information to date suggests the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC belies at this time that symptoms appear two to fourteen days after exposure. Current, there is no vaccine or specific anti-viral treatment for COVID-19; and,

2. The number of reported cases of COVID-19 and the number of reported deaths have escalated dramatically over a short period of time. To date, there are more than one hundred twenty thousand confirmed cases and over four thousand deaths worldwide. Cases, though concentrated in China, have been reported in one hundred and fourteen countries, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. Community transmission has been documented in patients in the United States with no known history of travel to a location with confirmed cases and no known contact with an infected person. The World Health Organization (WHO) has declared the outbreak to be a global health pandemic. The United States Health and Human Services Agency has declared a public health emergency for the United States. California Governor Gavin Newsom has declared a state of emergency for California. Thirteen states have declared states of emergency. On March 3, 2020, the President of the United States declared a national emergency.

3. To date, the number of reported cases in the United States is over one thousand, with over thirty deaths. The number of reported cases in California is over 150, including cases in neighboring Humboldt and Shasta Counties. As of March 13, 2020, there have been 4 deaths reported in

California, but deaths have also been reported in Washington State, Florida, New Jersey, and South Dakota.

4. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States. California Governor Gavin Newsome and the California Department of Public Health have issued recommendations that gatherings of more than two hundred and fifty people should be postponed or cancelled; smaller gatherings that do not allow for social distancing of six feet per person should be postponed or cancelled; gathering of people who are at a higher risk for severe illness should be limited to no more than ten people, including gatherings at retirement facilities, assisted living facilities, developmental homes and support homes for people with health conditions. The President of the United States has suspended travel to 26 European countries. The CDC has issued a Level 3 Travel Health Notice recommending travelers avoid all nonessential travel to China, Iran, 26 European countries and South Korea. Entry of foreign nationals to the United States from these destinations has been suspended. The CDC has issued a Global Outbreak Notice at the Level 2 Travel Health Notice recommending travelers that are older adults or those with chronic medical conditions consider postponing global travel. The United States government has evacuated more than two hundred citizens from China and placed them in quarantine. Travel from restricted countries are being asked to self-quarantine for fourteen days to reduce the risk of community spread of COVID-19.

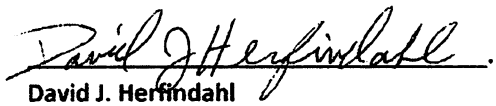
WHEREAS, the Board of Supervisors of the County of Trinity is not in session (and cannot immediately be called into session); and

WHEREAS, the Trinity County Health Officer does hereby find there is an imminent and proximate threat to public health from the introduction of COVID-19 into Trinity County; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local health emergency now exists or is now threatened to exist throughout this county; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local health emergency the powers, functions, and duties of the Director of Emergency Services and the emergency organization of the county shall be those prescribed by state law, and by ordinance and resolutions of this county approved by the Board of Supervisors, and by the *Trinity Operational Area Emergency Operations Plan*, as approved by the Board of Supervisors.

IT IS FURTHER ORDERED that a copy of this declaration be forwarded to the Director of the Governor's Office of Emergency Services.



Date: 13 March 2020

David J. Herfindahl
Health Officer, County of Trinity

Ratified this 17th day of March 2020 by the Board of Supervisors of the County of Trinity by motion, second (Groves/Morris) and the following vote:

AYES: Supervisors Morris, Groves, Fenley, Brown and Chadwick
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

BOBBI CHADWICK, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

RICHARD KUHNS, Psy.D,
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY HEALTH AND HUMAN SERVICES
Elizabeth Hamilton, Interim Director
#51 INDUSTRIAL PARK WAY
P.O. BOX 1470, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-8250

David Herfindahl MD, MPH
Health Officer

Marcie Jo Cudziol RN, PHN, MPA
PHN Director

Health Officer Advisory and Order

FOR IMMEDIATE RELEASE
Date: 3/25/2020
Contact: Marcie Cudziol RN, PHN, MPA, PHN Director, 530-623-8209

Trinity County – As positive cases of coronavirus (COVID-19) continue to spread around the world, residents of Trinity County are increasingly concerned about the virus being brought into the county by infected travelers who own homes here, but do not reside here year-round. In light of this consideration, anyone choosing to reside in their second home within Trinity County shall self-quarantine for a period of no less than 14 days upon arrival. During this quarantine period you could leave the home for essential services such as getting food, purchasing gas, and going to the pharmacy or to a health care provider. All non-residents are being asked to stay out of Trinity County at this time as ordered by the Governor of California. This is an effort to prevent unintentional spread of the coronavirus to residents who would otherwise be at a reduced risk of exposure. As with any pandemic, the primary concern is keeping people safe, but also people need to understand Trinity County has limited resources and our medical system could be quickly overwhelmed should the precautions not be heeded. Your cooperation in this matter is greatly appreciated as we continue to navigate through this pandemic.

By order of the Health Officer of Trinity County
David Herfindahl, MD, Health Officer for Trinity County, is mandating that individuals coming into Trinity County to use a second home shall quarantine in that home for 14 days. If they become ill with a fever, cough, shortness of breath, or flu-like symptoms they should call their medical provider or call Trinity County Public Health for advice. Do not just drive to the hospital or a medical clinic. This mandate takes effect immediately.

David J. Herfindahl

If there are any questions concerning this Health Officer Order please contact Public Health at 530-623-8209 or the Trinity County Office of Emergency Services at 530-623-1116. Additional resources are available at: https://trinitycounty.org, https://covid19.ca.gov; https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html; https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-in-the-us.html

Adult Services/IHSS
Public Guardian
PO Box 1470
Weaverville, CA96093
(530) 623-1265
Fax: (530) 623-1297
❑

Child Welfare Services
PO Box 1470
Weaverville, CA96093
(530) 623-1314
Fax: (530) 623-1488
❑

CalWORKs
Eligibility/Employment
PO Box 1470
Weaverville, CA96093
(530) 623-1265
Fax: (530) 623-1250
❑

Public Health
PO Box 1470
Weaverville, CA96093
(530) 623-8209 or
1-800-766-6147
Fax: (530) 623-1297
❑

WIC
PO Box 1470
Weaverville, CA96093
(530) 623-8209
Fax: (530) 623-1297
❑

TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Interim Director
#51 INDUSTRIAL PARK WAY
P.O. BOX 1470, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-8250

David Herfindahl MD, MPH
Health Officer

Marcie Jo Cudziol RN, PHN, MPA
PHN Director

AMENDMENT ORDER OF THE LOCAL HEALTH OFFICER

On the 30th day of March 2020, I, DAVID HERFINDAHL, MD, Trinity County Health Officer, pursuant to California Health and Safety Code sections 101040, 120175, and 120175.5, hereby issue the order listed below to become effective immediately.

To preserve public health safety in Trinity County and slow down the rate of transmission of COVID-19, consistent with the Travel Restriction Order of the California State Public Health Officer to stay home except for essential needs, a previous Health Officer order for Trinity County is amended as follows below. The "National Advisory Memorandum on Identification of Essential Critical Infrastructure Workers During the Covid-19 Response", is advisory only and individual jurisdictions can add or subtract to the workforce categories based on their own requirements and discretion. A determination has been made by the Trinity County Health Officer that real estate services, and related settlement services would endanger the public health and safety in Trinity County in regard to the transmission and spread of the COVID-19 virus and are deemed to be non-essential services. This order removes real estate services and settlement services from critical infrastructure status (https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19) and by this order those services shall immediately close until this order has been lifted. This order is to avoid COVID-19 illness in Trinity County. People and businesses need to engage in only the necessary activities for the health and welfare of all.

1) To the extent necessary, the Order may be enforced pursuant to Government Code Sections 26602 and 41601 and Health and Safety Code section 101029. Please read this order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment or both. (California Health and Safety Code Section 120295 and California Health and Safety Code 120130)
2) This order also includes an immediate cessation of lodging in motels, hotels, campgrounds, RV parks and vacation rentals, such as Airbnb with exceptions for medical & health staff, COVID-19 emergency workers, construction workers on critical infrastructure projects, and permanent residents."

David J. Herfindahl

Health Officer, Trinity County
March 30, 2020

TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Interim Director
51 INDUSTRIAL PARK WAY
P.O. BOX 1470, WEAVERVILLE, CALIFORNIA96093
PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-6628

David Herfindahl MD, MPH
Health Officer

Marcie Jo Cudziol RN, PHN, MPA
PHN Director

AMEND AND REPLACE PREVIOUS ORDER OF THE LOCAL HEALTH OFFICER
April 21, 2020

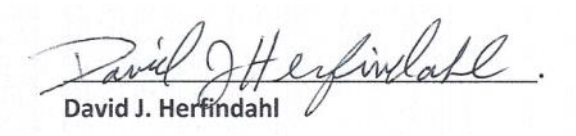
Pursuant to California Health and Safety Code sections 101040, 120175., and 120175.5 (b) the Health Officer of the County of Trinity amends and replaces the order dealing with Real Estate Services and related Settlement Services made on March 30, 2020 with an updated order dated April 21, 2020, as described below to become effective immediately.

A determination has been made by the Trinity County Health Officer that REAL ESTATE SERVICES, and related SETTLEMENT SERVICES are now included in the essential services and critical infrastructure status in Trinity County, with parameters as follows:

- No open houses will be allowed.
- Showings will be done virtually via Zoom, Skype, FaceTime or a similar method.
- Realtors will work from their home.
- Lenders, appraisers, and contractors must complete all required tasks with no face-to-face contact.
- All documentation will be done through DocuSign or a similar electronic method.
- Lenders must accept drive-by appraisals, electronic notary documents, and work completed by a licensed contractor via notice of completion by the contractor with no final inspection.
- Contractors that must enter the home in order to close escrow shall have permission from the owner and/or the occupant of the home, must fill out a brief health questioner, wear booties, and wear a mask or cloth face covering (not an N-95). They must wash their hands with soap and water before entering the home, or if soap and water are not available use hand sanitizer with at least 60% alcohol.

1) To the extent necessary, the Order may be enforced pursuant to Government Code Sections 26602 and 41601 and Health and Safety Code section 101029. Please read this order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment or both. (California Health and Safety Code Section 120295 and California Health and Safety Code 120130)

2) Previous Health Officer Orders and Advisories, otherwise not addressed herein, remain in full force and effect. These documents can be found at https://www.trinitycounty.org/covid-19/public-health-advisories.



David J. Herfindahl, MD
Health Officer Trinity County
April 21, 2020

TRINITY COUNTY
Item Report 3.8

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
County Administrative Office	Letty Garza	530-623-1382

3.8 Amendment 5: Prentice Long, PC

Requested Action:

Approve amendment number 5 to the agreement with Prentice Long, PC adding services and fees for Interim Director of Human Resources/Risk Management and non-attorney Cannabis Consulting.

Fiscal Impact:

$8,814.72 per month from Human Resources/Risk Management and $65 per hour for actual hours worked from Cannabis.

Summary:

The county is currently recruiting to fill three vacant department head positions: County Administrative Officer (CAO), Director of Human Resources/Risk Management and Director of Building and Planning.

On April 19, 2022 the Board appointed an Interim CAO to fulfill those duties until the recruitment can be completed and a successful candidate is hired. This action was critical to the continued functioning of the County.

With the vacancy in Building and Planning and the limited staff within the department, it is important to bring on a consultant to help transition the cannabis program to the supervision of the Division Director and the Interim Deputy Director of Planning. Counsel was able to negotiate with former CAO Kuhns, to provide consulting services to the Cannabis Division until such time as the Division Director and Interim Deputy Director of Planning are brought up to speed on the history of the Cannabis Division.

The final area addressed in this amendment is the appointment of an Interim Director of Human Resources/Risk Management. Our Human Resources Department has a staff of 3 including the Director position and our Risk Management Department currently has no staff due to the recent resignation of our Loss Prevention Specialist II. The contract with Prentice Long to provide us with an Interim Director of Human Resources/Risk Management is crucial to the continued functioning of the department. The Interim that Prentice Long was able to secure was a Human Resources Director at another county prior to accepting the interim appointment for us, he comes with a great deal of experience and expertise in the field and will allow the department to function without issue until the recruitment for a Director can be completed and a successful candidate can be appointed.

Alternatives Including Financial Implications:

Deny contract amendment and advise staff.

Departmental Recommendation:

Denial of this amendment would cause us to not have contract authority to pay Prentice Long for non-attorney Cannabis Consulting and Interim Director of Human Resources/Risk Management services. It is staff's recommendation that the Board approve amendment number 5 to the agreement with Prentice Long, PC adding services and fees for Interim Director of Human Resources/Risk Management and non-attorney Cannabis Consulting.

ATTACHMENTS:

Description

Original Agreement & Prior Amendments

Amendment No. 5

AMENDMENT NO. 4
TO
CONTRACT NO. 14-253
STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
PRENTICE LONG, PC

WHEREAS, a Contract was entered into the 16th day of January, 2015 and amended on July 21, 2015, February 17, 2016 and November 20, 2019 ("Contract") by and between the COUNTY OF TRINITY ("County"), and PRENTICE LONG, PC ("Firm"), to provide County Counsel services; and

WHEREAS, the parties wish to make changes to the services and compensation terms; and

WHEREAS, the parties wish to make changes to the County unit name; and

WHEREAS, the Contract provides for amendments.

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

1. The opening paragraph of Section 2, of the contract entitled "COMPENSATION" and item B, entitled "Child protective services (CPS) and Other Matters" is amended by in the following manner (see bolded text):

   "In addition to and separate from the billings described above, any and all legal **and investigative** services performed by the Firm for the County in **CWS** matters will be invoiced by the Firm to the County for a fixed monthly fee of **Five Thousand Five Hundred Eighty Three Dollars and Thirty-three Cents ($5,583.33),** which invoice is payable on receipt, for an annual fee of **$67,000.** This fixed fee is subject to review and adjustment by mutual agreement, based on the amount of legal **and investigative** services needed by the County and performed by the Firm in the future."

2. Section 2, of the contract entitled "COMPENSATION" and item B, entitled "Child protective services (CPS) and Other Matters" is amended by changing Child Protective Services (CPS) to Child Welfare Services (CWS).

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

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 30th day of June, 2022.

COUNTY OF TRINITY:

By _____
Jeremy Brown, Chairman
Trinity County Board of Supervisors

CONTRACTOR:

By _____
Margaret E. Long, Partner
Prentice Long PC

Approved as to form:

By: _____
David M. Brady
District Attorney
Date: 6/17/21

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

CONTRACT NUMBER
14-253.3 CAO
COUNTY ORIGINAL

AMENDMENT NO. 3
TO CONTRACT NO. 14-253 BETWEEN
THE COUNTY OF TRINITY
AND
PRENTICE LONG, PC
(formerly Prentice, Long & Epperson, LLP)

WHEREAS, an agreement was entered into the 16th day of January, 2015 and amended on July 21, 2015 and February 17, 2016 by and between the COUNTY OF TRINITY, and **PRENTICE LONG, PC**, to provide County Counsel services; and

WHEREAS, the contract outlines the law firms name in opening agreement paragraphs; and

WHEREAS, the law firms name was amended on February 17, 2016; and

WHEREAS, the parties wish to further amend the law firms name; and

WHEREAS, the agreement provides for amendments.

NOW, THEREFORE, the parties hereto agree that the opening paragraphs of the contract which outlines the agreement is amended by changing the law firm's name to "Prentice Long, PC".

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

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this 1st day of November, 2019

COUNTY OF TRINITY:

By _____
Richard Kuhns, Psy.D
County Administrative Officer

Date: 11.20.19

CONTRACTOR:

By _____
Margaret E. Long, Partner
Prentice Long, PC

Date: 11/20/2019

Approved as to form:

_____
DONNA DALY
District Attorney

RISK MANAGEMENT APPROVAL

By: _____
SHELLY NELSON
Human Resources/Risk Management Director

CONTRACT NUMBER
14-253.2 | CAO
COUNTY ORIGINAL

AMENDMENT NO. 2
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
PRENTICE, LONG & EPPERSON, LLP

WHEREAS, a Contract was entered into on January 16, 2015 and amended on July 21, 2015 by and between the County of Trinity and PRENTICE, LONG & EPPERSON, LLP., to provide County Counsel services; and

WHEREAS, the contract outlines law firm name in opening agreement paragraphs; and

WHEREAS, the County Administrative Officer has resigned her position and the County will be without a County Administrative Officer while it is recruiting and hiring a replacement; and

WHEREAS, the parties wish to increase the Maximum Cost of the agreement to provide additional duties while the County is without a CAO.

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

1. Opening paragraphs of the contract which outlines the agreement is amended by changing the law firm name to "Prentice, Long & Epperson, LLP".

2. Section 2(A) will be amended to include the following language:
   a. Beginning January 1, 2016, the Firm will perform the additional services outlined in Resolution No. 2015-128 and any superseding resolution. While performing these services, the County will compensate the Firm an additional five thousand ($5,000) per month.

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

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 17th day of February, 2016.

COUNTY OF TRINITY

By:_____
L. Karl Fisher, Chairman
Board of Supervisors

CONTRACTOR

By:_____
Margaret E. Long, Partner
Prentice, Long and Epperson, LLP

Approved as to Form:

By: Attached
Angela Bickle, Auditor/Controller

Date:_____

By: Attached
Shelly Pourian,
Risk & Loss Prevention Manager

Date:_____

By: N/A
Margaret Long, County Counsel

Date:_____

By: Attached
Eric Heryford, District Attorney

Date:_____

Approved as to Form:

By: _____ Date: 1/15/16
for Angela Biddle, ~~Auditor~~ Controller

By: _____ Date: _____
Shelly Pourian,
Risk & Loss Prevention Manager

By: _____ Date: _____
Margaret Long, County Counsel

By: _____ Date: _____
Eric Heryford, District Attorney

Approved as to Form:

By: _____ Date: _____
Angela Bickle, Auditor/Controller

By: _____ Date: 1-27-16
Shelly Pourian,
Risk & Loss Prevention Manager

By: _____ Date: _____
Margaret Long, County Counsel

By: _____ Date: _____
Eric Heryford, District Attorney

Approved as to Form:

By: _____ Date: _____
Angela Bickle, Auditor/Controller

By: _____ Date: _____
Shelly Pourian,
Risk & Loss Prevention Manager

By: _____ Date: _____
Margaret Long, County Counsel

By: _____ Date: Jan. 14, 2016
Eric Heryford, District Attorney

CONTRACT NUMBER 14-253.1 CAO
COUNTY ORIGINAL

AMENDMENT NO. 1
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
PRENTICE & EPPERSON LLP

WHEREAS, a Contract was entered into the 16th day of January, 2015, by and between the COUNTY OF TRINITY, and Prentice & Epperson LLP, to provide County Counsel services to Trinity County; and

WHEREAS, the contract outlines law firm name in opening agreement paragraph; and

WHEREAS, the parties wish to make changes to the law firm name; and

WHEREAS, the contract outlines compensation in section 2; and

WHEREAS, the parties wish to make changes to the compensation terms; and

WHEREAS, the Contract provides for amendments;

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

1. Opening paragraph of the contract which outlines the agreement is amended by changing the law firm name to "Prentice, Long & Epperson, LLP":

2. Section 2, of the contract entitled "COMPENSATION" and item B, entitled "Child Protective Services (CPS) and Other Matters" is amended by replacing the current fixed monthly fee of Three Thousand Tree Hundred Thirty-three Dollars and Thirty-three Cents ($3,333.33) to a fixed monthly fee of Five Thousand Dollars ($5,000.00). This amendment includes changing the fixed annual fee of "$40,000" to a fixed annual fee of "$60,000."

3. 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 21st day of July 2015.

COUNTY OF TRINITY

By: _____
Wendy G. Tyler
County Administrative Officer

CONTRACTOR

By: _____
Margaret Long
Prentice, Long & Epperson, LLP

Reviewed by Eric Henyford 7/30/15.

APPROVED AS TO FORM	INITIAL	DATE
CC		
AUD		7/30/15
CAO		8/10/15

CONTRACT NUMBER
14-253 CAO
COUNTY ORIGINAL

COUNTY OF TRINITY
ATTORNEY SERVICES AGREEMENT

This Agreement is effective the 16th day of January, 2015, by and between the County of Trinity ("County"), and the law firm of Prentice & Epperson LLP as County Counsel ("Firm").

RECITALS

1. County desires to engage the services of Firm to discharge the duties of the office of County Counsel of the County of Trinity, pursuant to the requirements and the authority set forth in applicable state law and County of Trinity codes.

2. The County and Firm desire to set forth in this Agreement the terms, conditions, and benefits of such engagement.

3. Firm desires to accept the engagement as County Counsel as set forth herein.

4. This Agreement is subject to the Prentice & Epperson LLP Billing Policies attached hereto as Exhibit 1 and incorporated herein. The Billing Policies are applicable and in effect unless otherwise changed by the terms of this Agreement.

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

SECTION 1. DUTIES AND FIRM STATUS

County hereby retains Firm as County Counsel to perform such functions and duties and to provide legal advice and perform legal services for the County consistent with the role of a County Counsel and as specified in the California Government Code and in the County of Trinity Code and as the Board of Supervisors, or its designee, shall from time to time assign. Margaret E. Long shall serve as the County Counsel. Other members of the Firm may be called upon to provide legal services to the County under the supervision and direction of County Counsel, as necessary.

SECTION 2. COMPENSATION

A. Fixed Monthly Fee

The Firm will invoice County monthly for the fixed monthly fee of Ten Thousand Four Hundred Sixteen Dollars and Sixty-six cents ($10,416.66) for all non-litigation legal services performed by Firm, which invoice is payable on receipt, for an annual fee of $125,000.00. County and Firm agree no charge will be billed by Firm for travel time or mileage to the County or other locations to which travel is required for performing legal services under this paragraph.

The scope of those services includes attendance at two regular monthly County Board of Supervisors' meetings, other meetings as requested by the Board of Supervisors, and all related transactional and advisory legal services. This fixed fee is subject to review and adjustment by mutual agreement, based on the amount of legal services needed by the County and performed by

Firm in the future.

B. Child Protective Services (CPS) and Other Matters

In addition to and separate from the billings described above, any and all legal services performed by the Firm for County in CPS matters will be invoiced by the Firm to the County for the fixed monthly fee of Three Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($3,333.33), which invoice is payable on receipt, for an annual fee of $40,000. This fixed fee is subject to review and adjustment by mutual agreement, based on the amount of legal services needed by the County and performed by the Firm in the future.

CPS appeal and writ matters shall be billed separately from the flat monthly rate described in the paragraph immediately above. Instead, those matters shall be billed at the rate of $150 per hour per attorney and $100 per hour for work performed by paralegals, plus costs.

Conservatorship, guardianship, and Employee Arbitration Matters will be billed on a flat fee basis according to the following:

2 hours or less	$350
2 to 4 hours	$500
4 or more hours per day	$800

Statements are generated monthly and are due and payable within 60 days of the statement date. Any amounts not paid within 60 days of the statement date accrue interest at the current legal rate per annum from the statement date until paid. Firm shall have the right to discontinue rendering services to the County for nonpayment of fees, which will be considered a breach of this Agreement by the County.

County and Firm agree no charge will be billed by Firm for travel time or mileage to the County or other locations to which travel is required for performing legal services under this section

C. Litigation Matters

Any and all legal services performed by Firm for County in litigation matters are not included in the fixed monthly fee and shall be billed separately at the rate of $200.00 per hour per attorney, plus costs. Paralegal services shall be billed at the rate of $120.00 per hour. Litigation matters are defined for these purposes as any court action or any adjudicatory proceeding before an administrative agency, hearing officer, mediator, or arbitrator. Firm will provide a detailed hourly bill for all such services on a monthly basis, when litigation legal services are being performed by Firm.

Billable time includes reviewing materials, drafting letters and pleadings, research, telephone calls, consultations, depositions, appearances in court (including waiting for the case to be called), and any other time required to represent the County in each matter. Additional billing policies are set forth in Exhibit 1 to this Agreement.

Statements are generated monthly and are due and payable within 60 days of the statement date. Any amounts not paid within 60 days of the statement date accrue interest at the current legal rate per annum from the statement date until paid. Firm shall have the right to discontinue rendering services to the County for nonpayment of fees, which will be considered a breach of this Agreement by the County.

County and Firm agree no charge will be billed by Firm for mileage to the County or other locations to which travel is required for performing legal services under this section. Time spent travelling shall be billed at the attorney rate stated above.

D. Confidentiality and Absence of Conflicts

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, Firm maintains a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents Firm from representing County. Similarly, County will be included in Firm's list of clients to ensure it complies with the Rules of Professional Conduct.

Firm warrants that no conflict exists with its current representation of other public entities and private clients. Based on that check, Firm has determined that it can provide legal services as County Counsel for the County of Trinity.

SECTION 3. TERMINATION AND SEVERANCE

A. In the event County terminates this Agreement and discharges Firm from its engagement hereunder, for no reason or for any reason, County shall pay to Firm the sum due for services provided to the date of termination.

B. County may discharge Firm at any time subject to a 10-day written notice and the provisions of Section 3A above. If at the time of withdrawal or discharge, Firm is representing County in any proceeding, then County will sign a Substitution of Attorney form immediately upon receipt of such a form from Firm.

C. Notwithstanding the above, Firm may withdraw from representation at any time as permitted under the Rules of Professional Conduct of the State Bar of California with 30-day written notice to County.

SECTION 4. OTHER TERMS AND CONDITIONS OF AGREEMENT

A. The Board of Supervisors, with mutual consent of the County Counsel, may amend or add any such other terms and conditions of engagement as it may determine from time to time, relating to the performance of Firm.

B. Notwithstanding the withdrawal or discharge of Firm, County will remain obligated to pay at the agreed rate for all services already provided and to reimburse Firm for all costs advanced before the withdrawal or discharge related to work performed in litigation matters under Section 2C above.

C. County agrees that Firm shall have a lien on any and all sums recovered or received by Firm on County's behalf, for payment of any fees owing and/or any unreimbursed costs advanced for County.

D. County and Firm agree that in the event of a dispute between the parties concerning this Agreement, the prevailing party in arbitration or other legal proceeding will be entitled to recovery of reasonable Attorney's fees and costs from the other party.

E. County and Firm also agree that the County Administrator is the responsible person for providing daily contact and direction to Firm on behalf of County. Firm agrees to coordinate the services to be provided with County to the extent required by the Board of Supervisors and the County Administrator.

SECTION 5. PERFORMANCE EVALUATION

A. The Board of Supervisors shall review and evaluate the performance of Firm at least once annually commencing one year from the effective date of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed jointly by County and Firm. Said criteria may be added to or deleted from as the Board of Supervisors may from time to time determine, in consultation with Firm. Further, County shall provide Firm with a summary written statement of the findings of the County and provide an adequate opportunity for Firm to discuss its evaluation with the Board of Supervisors.

B. Annually, commencing on the effective date of this Agreement, the Board of Supervisors and Firm shall define such goals and performance objectives that they jointly determine necessary for the effective continued relationship between County and Firm. Said goals and objectives shall be reduced to writing.

C. In effecting the provisions of this Section, the Board of Supervisors and Firm mutually agree to abide by the provisions of applicable laws.

SECTION 6. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the United States Postal

Service, postage prepaid, as follows:

COUNTY:	Wendy G. Tyler County Administrative Officer County of Trinity 11 Court Street, Room 230 PO Box 1613 Weaverville, CA 96093
FIRM:	Prentice & Epperson LLP 5424 N. Palm, Ste. 108 Fresno, CA 93704

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

SECTION 7. DOMICILE OF COUNSEL

County understands and acknowledges that the County Counsel may purchase, rent, lease, or otherwise obtain a domicile or residence outside the boundaries of the County. County shall not require County Counsel during the term of this Agreement to move her or his domicile into the boundaries of the County. Nor shall the County Counsel's failure to move domicile into the County boundaries be grounds for the County to terminate this Agreement for cause or otherwise.

SECTION 8. INSURANCE

Prentice & Epperson LLP carries errors and omissions insurance that provides not less than $1,000,000 in coverage per incident and not less than $2,000,000 in the aggregate.

Firm agrees to notify County in the event the limits of its errors and omissions insurance should fall below the coverage stated in this Section or if the insurance should lapse and substitute coverage is not obtained.

SECTION 9. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties. There are no oral agreements or understandings or any other written agreements which directly or indirectly affect the terms and conditions of this Agreement.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. No addition, modification, amendment, or deletion to this Agreement shall be valid unless it is in writing and executed by the parties to this Agreement.

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Firm.

E. County and Firm agree that the construction and interpretation of this Agreement and the rights and duties of County and Firm hereunder shall be governed by the laws of the State of California.

F. Firm shall act as an independent contractor in providing the services described in this Agreement. Firm shall be solely responsible for the supervision, payment and protection of its agents, employees, experts or consultants, if any, and furnish the services in Firm's own manner and method. In no respect shall Firm, its agents, employees, experts or consultants, if any, be considered employees of County.

G. Firm agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Firm shall immediately inform County of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Firm.

H. Firm agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

I. Venue for any proceeding under this Agreement shall be in the County of Trinity.

J. Firm agrees to comply with all applicable fair employment and equal opportunity practices and not to discriminate against any applicants or employees of Firm because of their membership in a protected class.

K. This Agreement contemplates the personal professional services of Firm. This Agreement, or any portion thereof, shall not be assigned or delegated without the prior written consent of County. Delegation to attorneys outside Firm shall be limited to those situations in which Firm is disqualified due to a conflict of interest or where Firm does not possess the expertise to competently perform services in a particular practice area. Firm shall supervise delegated work except when precluded from doing so by virtue of a conflict of interest.

L. All legal files pertaining to County shall be and will remain the property of County. Firm will control the physical location of such files during the term of this Agreement.

IN WITNESS WHEREOF, the County of Trinity has caused this Agreement to be signed and executed on its behalf by the Chair of its Board of Supervisors and duly attested by its Chief Administrative Officer, and Firm's representatives have signed and executed this Agreement the day and year first above written.

COUNTY OF TRINITY

By: _____
Judy Pflueger, Chair of the Board of Supervisors

PRENTICE & EPPERSON LLP

By: _____
David A. Prentice, Partner

ATTEST:

_____
Wendy Tyler, County Administrative Officer

APPROVED AS TO FORM	14-253	
	INITIAL	DATE
CC		
AUD	dc	1/12/15
CAO	LOT	1/10/15

OK

EXHIBIT 1

COMPENSATION SCHEDULE AND REIMBURSABLE EXPENSES

REIMBURSABLE EXPENSES:

In-house duplication costs (50 copies or more)	$0.10/page
Reproduction/duplication costs performed by an outside service	Actual Cost
Extraordinary postage or overnight delivery charges (e.g., FedEx, OnTrac, UPS)	Actual Cost
Fax transmissions (incoming and outgoing)	$.50 per page
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost
Messenger services	Actual Cost
Online legal research outside of our prepaid service fee	Prorated so County would pay its proportionate share
Data analysis subscription fees associated with legal office or related software	Prorated so County would pay its proportionate share
Parking and toll fees	Actual Cost
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost

AMENDMENT NO. 5
TO CONTRACT NO. 14-253
BETWEEN
THE COUNTY OF TRINITY AND
PRENTICE LONG, PC

WHEREAS, a Contract was entered into the January 16, 2015, between the County of Trinity (hereinafter referred to as "Trinity") and PRENTICE LONG, PC (hereinafter referred to as "Law Firm"), and amended on July 21, 2015, February 17, 2016, November 20, 2019 and June 30, 2021 to provide legal and support services; and

WHEREAS, due to vacancies and retirements the County will be without a County Administrative Officer, Director of Building and Planning, and Director of Human Resources/Risk Management while it is recruiting and hiring replacements; and

WHEREAS, Law Firm is willing and able to provide additional personnel to assist in covering the vacancies in the County; and

WHEREAS, the parties wish to modify the scope of services to the include assistance with Human Resources/Risk Management and the Cannabis Division of the Building and Planning department; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to add the following provisions effective May 1, 2022:

1. Section 2, E. Human Resources/Risk Management Matters: In addition to and separate from the billings described above, any and all services performed by the Firm for County in Human Resources/Risk Management Matters will be invoiced by the Firm to the County for the fixed monthly fee of Eight Thousand Eight Hundred Fourteen Dollars and Seventy-Two Cents ($8,814.72), which invoice is payable on receipt. This fixed fee is subject to review and adjustment by mutual agreement, based on the amount of services. This provision will terminate upon the hire of a permanent Director of Human Resources/Risk Management.

2. Section 2, F. Cannabis Division of Building/Planning: In addition to and separate from the billings described above, any and all services performed by the Firm for County in non-attorney Cannabis Consulting will be invoiced by the Firm to the County at a rate of Sixty-Five Dollars ($65) per hour for actual time spent consulting, which invoice is payable on receipt. This hourly rate is subject to review and adjustment by mutual agreement, based on the amount of services. This provision will terminate July 31, 2022.

3. California Tort Claims Act: Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice the Firm or such individuals have given to County or actions they have taken on behalf of the County, the County shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend County employees pursuant to the California Tort Claims Act, California Government

Code section 810 *et seq*. However, the County shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

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

TRINITY COUNTY	**LAW FIRM**
COUNTY OF TRINITY	Prentice Long, PC
By: _____	By_____
Dan Frasier, Chairman	Margaret Long

APPROVED AS TO FORM:

By: _____
David M. Brady
District Attorney

TRINITY COUNTY
Item Report 3.9

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
General Services	Letty Garza	530-623-1382

3.9 Amendment No.1 Hilburn Construction (21-189)

Requested Action:

Approve amendment number one to the agreement with Hilburn Construction, increasing the maximum cost to $186,466.21 and adding Exhibit C - Change Order to provide the repair of the Trinity County Life Support Building.

Fiscal Impact:

No impact to the general fund; additional costs will be reimburse by insurance.

Summary:

Findings of additional repairs for the re-roof portion of the TCLS Building Repairs include improper venting through the roof for bathroom vents, abandoned range/stove vent, abandoned Swamp Cooler, and water heater vent. Repairs to roof for labor and materials and additional disposal fees for each item are attached on Exhibit C. Trindel has approved the change order for payment reimbursement.

Alternatives Including Financial Implications:

Deny the amendment as presented and direct staff.

Departmental Recommendation:

It is the departments recommendation the Board approves increasing contract dollar amounts referencing the change order, Exhibit C, for a max cost to the County to be $186,466.21 for the necessary repairs and increased expense to complete the TCLS Building Repair.

ATTACHMENTS:

Description

Agreement 21-189
Amendment-Hilburn Construction 21-189.1
Exhibit C- Change Order

STANDARD FORM PERSONAL SERVICES CONTRACT BETWEEN THE COUNTY OF TRINITY AND HILBURN CONSTRUCTION

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 15TH day of March 2022, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **HILBURN CONSTRUCTION, sole proprietor** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Trinity County Life Support Building Repair Project as outlined in the formal RFB complete bidding documents and contracting under the bid schedule and summary of work; 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, based on the 90-workday schedule.

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 March 15th, 2022 and shall terminate on August 15th, 2022, 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 90 workdays as outlined in the bid contract and submission. 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, payment schedule. 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 $185,000.00, 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.

[For any services involving a public works or construction project, the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.]

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 2700
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 2700
Weaverville, CA 96093

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 MOU 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 GENERAL SERVICES
PO BOX 2700
173 TOM BELL ROAD
WEAVERVILLE, CA. 96093
530-623-1319 AND/OR gensvcs@trinitycounty.org

If to Contractor:

WAYLON HILBURN
HILBURN CONSTRUCTION
PO BOX 751
WEAVERVILLE, CA. 96093
530-921-3391 AND/OR hilburnconstruction@gmail.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.

XXXIII. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

COUNTY OF TRINITY:

By: Michael D Frasier
Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: 3-15-2022

Approved as to form:

By: _____
Margaret E. Long
County Counsel

CONTRACTOR:

By: _____
Name: WAYLON HILBURN
Title.: OWNER / CONTRACTOR
Date: 3-28-22

Risk Management Approval

By: _____
Shelly Nelson, Director
Human Resources/Risk Management

EXHIBIT A

Tentative Schedule

Hilburn Construction
Lic. # 929466 Class B

P.O. Box 751 Weaverville, Ca 96093
(530) 921-3391
hilburnconstruction@gmail.com

FEBRUARY 28, 2022

TO TCBGD
(Attn. TVCE)

CONTRACTOR	JOB	TERMS
Waylon Hilburn	Life Support Building Repair	90 workdays

QTY	DESCRIPTION
1 day	• Mobilize
5 days	• Remove existing roof panels and replace fascia as needed
5 days	• Demo and frame damaged roof rafters/sheeting
2 days	• Dry in roof
1 day	• Load metal roof panels
18 days	• Install roofing trim/panels/flashings
5 days	• Remove concrete, form, and pour new sidewalk
2 days	• Remove damaged drywall and assess further damage*
5 days	• Install new drywall where needed and finish to level 3 finish**
3 days	• Prep and paint where needed (limited to new work only)
1 day	• Demobilize
*	*Damage will be assessed by TVCE & Building Dept. any further work will result in extending the days of work schedule. Any change orders will result in price increase agreed upon prior to moving forward.
**	**Drywall spray texture and paint color may vary from existing

HILBURN CONSTRUCTION
THANK YOU FOR YOUR BUSINESS!

EXHIBIT B

Payment Schedule

Hilburn Construction
Lic. # 929466 Class B

P.O. Box 751 Weaverville, Ca 96093
(530) 921-3391
hilburnconstruction@gmail.com

FEBRUARY 28, 2022

TO TCBGD
(Attn. TVCE)

CONTRACTOR	JOB	TERMS
Waylon Hilburn	Life Support Building Repair	Due upon request

ITEM	JOB DISCRIPTION	DOLLAR HOURLY RATE
Wage Determination-	• Journey person painter	$ 59.02
	• Journey person roofer	$ 32.56
	• Journey person carpenter	$ 76.53
	• Journey person drywaller	$ 81.08
	• Journey person mason	$ 68.31
Payment Schedule-	• Down payment (at signing)	$0.00
	• First Installment (after mobilization)	$55,500.00
	• Second Installment (roof dried in)	$55,500.00
	• Third Installment (roof panels installed)	$55,500.00
	• Last Installment (upon completion)	$18,500.00

HILBURN CONSTRUCTION
THANK YOU FOR YOUR BUSINESS!

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 21-189
BETWEEN
THE COUNTY OF TRINITY
AND
HILBURN CONSTRUCTION

WHEREAS, a Contract was entered into the 15th day of March, 2022 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Hilburn Construction ("Contractor"), to provide the repair of the TCLS Building as outlined in the formal RFB; and

WHEREAS, the Contract provides for a termination date of August 15th, 2022; and

WHEREAS, the parties wish to:

1. Include Exhibit C to the Contract.

2. Increase Max cost to the County to by $1,466.21; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following

1. VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B-Payment Schedule, and include Exhibit C-Change Order to the payment schedule. Said fees shall remain in effect for the entire term of this Contract.

2. 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 $186,466.21, including direct non-salary expenses.

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. 01 to be executed on this 7th day of July, 2022.

COUNTY OF TRINITY:

By: _____
Dan Frasier, 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: _____
Ryan Roe, Interim Director
Human Resources/Risk Management

EXHIBIT C

Change Order

Hilburn Construction

Lic. # 929466 Class B

P.O. Box 751 Weaverville, Ca 96093
(530) 921-3391
hilburnconstruction@gmail.com

JUNE 9, 2022

A SERVICE CHARGE OF 1.5% WILL BE ADDED TO PAST DUE ACCOUNTS NOT PAID WITHIN 30 DAYS

TO TCBG (attn. Debbie Case)
173 Tom Bell Road
Weaverville, CA

CONTRACTOR	JOB	PAYMENT TERMS
Waylon Hilburn	Life Support Building	Checks made payable to Hilburn Construction

QTY/MAN-HOURS	DESCRIPTION	LINE TOTAL
4 hrs. (Swamp Cooler)	• Remove the existing swamp cooler and discard it. • Repair existing 2x6 rafter that was cut to make roof penetration for swamp cooler and replace with new 2x6 framing member/plywood as needed.	$480.00
Material	• 1 @ 2x6x8ft Doug Fir ($11.81) • 1 @ 4x8 roof sheeting ($63.49) • Dump Fee ($25.00)	$100.30
2 hrs. (Bathroom Vents)	• Remove existing roof stove vent and discard it. • Repair plywood as needed. • Replace with 6” rigid metal vent pipe with combo 4” T for proper bathroom venting.	$240.00
Material	• 1 @ 6” rigid metal pipe ($11.92) • 1 @ 4” rigid metal taper ($16.20) • 1 @ 4” rigid metal WYE adapter ($34.54)	$62.66
1 hr. (Range Vent)	• Remove existing roof stove vent and discard it. • Repair plywood as needed.	$120.00
3 hrs. (Water Heater Vent 1/2)	• Remove the damaged water heater vent pipe and discard it. • Replace with new for proper venting to outside.	$360.00
Material	• 1 @ 24” x 3” & 3” elbow type B gas pipe ($68.45) • 1 @ 3” roof flashing & cap type B gas pipe ($34.80)	$103.25
	Amount Due Now	**$1,466.21**

HILBURN CONSTRUCTION
THANK YOU FOR YOUR BUSINESS!

TRINITY COUNTY
Item Report 3.10

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Health and Human Services	Elizabeth Hamilton	530-623-1265

3.10 Resolution: Appoint Local Area Advisors

Requested Action:

Approve a resolution appointing Local Area Advisors for the communities of Cedar Flat, Hyampom, Lewiston, Ruth, Salyer, and South Fork Mountain.

Fiscal Impact:

No fiscal impact.

Summary:

Discussion:

The Trinity County Board of Supervisors (BOS) authorized the formation of Local Area Advisors (LAA) in 2009 (Resolution 2009-058, August 4, 2009). The Local Area Advisors are recommended by the Director of the Office of Emergency Services, appointed by BOS, and serve at the pleasure of the BOS on behalf of the Citizens of Trinity County.

The LAA is available to assist local, USFS Ranger Districts and Incident Management Teams (IMT) in providing local knowledge, landscape overviews, historical perspectives, social dynamics, political realities and ramifications, economic implications, and local area citizens' concerns of an incidents' effect on Trinity County and population of affected communities. The LAA will remain independent of the IMT and will serve to represent the citizens of affected communities.

Alternatives Including Financial Implications:

Decline to approve a resolution appointing Local Area Advisors for Cedar Flat, Hyampom, Lewiston, Ruth, Salyer, and South Fork Mountain. and provide direction to staff.

Departmental Recommendation:

It staff's recommendation that the Board approve a resolution appointing Local Area Advisors for Cedar Flat, Hyampom, Lewiston, Ruth, Salyer, and South Fork Mountain.

ATTACHMENTS:

Description

Advertisements
Local Area Advisor - Cedar Flat
Local Area Advisor - Hyampom
Local Area Advisor - Lewiston
Local Area Advisor - Lewiston
Local Area Advisor - Ruth
Local Area Advisor - Salyer
Local Area Advisor - South Fork Mountain
Resolution - Local Area Advisor Appointment

Trinity County Seeks Local Area Advisors

Local Area Advisors (LAA)s are volunteers recommended by the Director of Emergency Services and appointed by Trinity County Board of Supervisors (BOS) and serve at the pleasure of the BOS on behalf of the Citizens of Trinity County. During wildfires, LAAs are available to assist local agencies, USFS Ranger Districts, and Incident Management Teams in providing:

- **Local knowledge.**
- **Landscape overviews.**
- **Historical perspectives.**
- **Social dynamics.**
- **Political realities and ramifications.**
- **Economic implications.**
- **Local area citizen's concerns of an incidents effect on Trinity County and population of affected communities LAAs remain independent of the IMT and will serve to represent the citizens of affected communities.**

LAAs will attend cooperators meetings to advocate and inquire for the protection of the values of Trinity County Citizens. Trinity County Fire Safe Council is assisting Trinity County OES with the identification and nomination of interested individuals. Trinity County OES will nominate a primary and alternate LAA for each community in Trinity County. Nominees must be willing and able to participate in zoom and/or in person meetings during wildfire incidents, have local knowledge of previous fire activity within the community and past fuel break locations, have the support of local, state, or federal fire chiefs to participate in this capacity, and be able to navigate tense situations with respect for all partners. Applications will close April 15.
If you are interested in applying, please complete the application form here by April 30th:
https://forms.gle/a7rJHHk4bZYEkfg97

Neighborhood Ambassador Program

Trinity County Fire Safe Council is developing a Neighborhood Ambassador Program to identify a point of contact in local neighborhoods to coordinate workshops and workdays for Firewise and Fire Safe activities. We will identify a primary and secondary contact for each neighborhood. Neighborhood Ambassadors will complete an initial interview and orientation with the Trinity County Fire Safe Council Coordinator. Annual commitment is to attend one Trinity County Fire Safe Council Meeting and organize/co-lead one neighborhood Firewise event or workday a year. Trinity County Fire Safe Council leaders will support and contribute to development of events and workdays.

If you live within Trinity County and are interested in the Neighborhood Ambassador program, please reach out to Amelia Fleitz at afleitz@tcrcd.net. Apply at this link: https://forms.gle/GAfUHXgr2utUGggF8

Neighborhood Ambassadors Needed

Trinity County Fire Safe Council is seeking a point of contact for individual neighborhoods to coordinate workshops and workdays for Fire Safe and FireWise activities.

Annual Responsibilities:

Attend 1 Fire Safe Council Meeting
Co-host 1 Neighborhood Event

Apply today!

If you are interested in applying to be a Neighborhood Ambassador, visit firesafetrinity.org or scan the QR code below:

TRINITY COUNTY FireSafe COUNCIL

Trinity County Fire Safe Council
May 5 at 8:00 AM

Trinity County seeks Local Area Advisors

Local Area Advisors (LAAs) are volunteers recommended by the Director of Emergency Services and appointed by Trinity County Board of Supervisors (BOS) and serve at the pleasure of the BOS on behalf of the Citizens of Trinity County. During wildfires, LAAs are available to assist local agencies, USFS Ranger Districts, and Incident Management Teams in providing:

- Local knowledge
- Landscape overviews
- Historical perspectives
- Social dynamics
- Political realities and ramifications
- Economic implications
- Local area citizen's concerns of an incidents effect on Trinity County and population of affected communities

LAAs remain independent of the Incident Management Team and will serve to represent the citizens of affected communities. LAAs will attend cooperators meetings to advocate and inquire for the protection of the values of Trinity County Citizens.

Trinity County Fire Safe Council is assisting Trinity County OES with the identification and nomination of interested individuals. Trinity County OES will nominate a primary and alternate LAA for each community in Trinity County. Nominees must be willing and able to participate in zoom and/or in person meetings during wildfire incidents, have local knowledge of previous fire activity within the community and past fuel break locations, have the support of local, state, or federal fire chiefs to participate in this capacity, and be able to navigate tense situations with respect for all partners. #FireSafeTrinity

Apply today here: https://forms.gle/a7rJHHk4bZYEkfg97

#WildfirePreparedness #WildfirePreparednessDay #WildfirePreparednessWeek

5

Like Comment Share

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Press Enter to post.

Trinity County Local Area Advisors

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- Historical perspectives
- Social dynamics
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Applications will close April 30th, 2022 at midnight PST.

Email *

[redacted]

Name *

First and last name

Mike Harding

Phone number *

[redacted]

Community you would like to represent? *

- ○ Coffee Creek
- ○ Trinity Center
- ○ Lewiston
- ○ Weaverville
- ○ Junction City
- ○ Douglas City
- ○ Big Bar/Big Flat
- ◉ Cedar Flat
- ○ Hawkins Bar
- ○ Denny
- ○ Salyer
- ○ Hayfork
- ○ Hyampom
- ○ Wildwood
- ○ Forest Glen
- ○ Mad River
- ○ Ruth
- ○ Zenia
- ○ Kettenpom
- ○ Hettenshaw Valley

Do you live in the community you propose to represent? *

- (●) Yes, full time
- ( ) Yes, seasonally
- ( ) No

Do you have access to stable internet? *

- (●) Yes
- ( ) No

Do you have access to a well operating vehicle? *

- (●) Yes
- ( ) No

Please describe your experience with incident management and wildfire management. *

Worked for CDF in the mid 60's as a Captain and crew leader in San Luis Obispo area. Army helicopter pilot in Viet Nam, provided support both as a vendor providing portable sanitation facilities and lastly provided incident support with pickup truck in Humboldt and Trinity Counties, as well as Southern Oregon.

Are you currently serve on the board of any local community organizations or specials districts? If so please state the name of the organization, your position within the organization, and how long you have been in the role. (Please list multiple if it applies). *

Currently on the Board of Trustees for Burnt Ranch Elementary School District

It is essential that an LAA be supported by the local emergency management officials. Please provide contact information for a reference in the local, state, or federal wildfire or emergency response management field. (Name, phone number, and/or email). *

Todd Wright, HBVFD

Did you speak with this reference about the LAA position prior to applying?

- ○ Yes
- ◉ No

It is essential that an LAA be a trusted member of the community. Please provide two local community references. (Name, phone number, and/or email). *

James King [redacted]; Vaughn Butler [redacted]

If nominated, do you agree to serve your term with respect for all community and agency partners, to advocate and inquire to protect the values of the Citizens of Trinity County and participate in meetings to the best of your ability? *

- (●) Yes
- ( ) No

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Applications will close April 30th, 2022 at midnight PST.

Email *

[redacted]

Name *

First and last name

Larry Winter

Phone number *

[redacted]

Community you would like to represent? *

- ○ Coffee Creek
- ○ Trinity Center
- ○ Lewiston
- ○ Weaverville
- ○ Junction City
- ○ Douglas City
- ○ Big Bar/Big Flat
- ○ Cedar Flat
- ○ Hawkins Bar
- ○ Denny
- ○ Salyer
- ○ Hayfork
- ◉ Hyampom
- ○ Wildwood
- ○ Forest Glen
- ○ Mad River
- ○ Ruth
- ○ Zenia
- ○ Kettenpom
- ○ Hettenshaw Valley

Do you live in the community you propose to represent? *

- (●) Yes, full time
- ( ) Yes, seasonally
- ( ) No

Do you have access to stable internet? *

- (●) Yes
- ( ) No

Do you have access to a well operating vehicle? *

- (●) Yes
- ( ) No

Please describe your experience with incident management and wildfire management. *

I've been the LAA for Hyampom since 2015. Have lots of experience working with Incident Command Teams. Most recently in 2021

Are you currently serve on the board of any local community organizations or specials districts? If so please state the name of the organization, your position within the organization, and how long you have been in the role. (Please list multiple if it applies). *

Co-chair of Hyampom Fire Safe Council since 2010

It is essential that an LAA be supported by the local emergency management officials. Please provide contact information for a reference in the local, state, or federal wildfire or emergency response management field. (Name, phone number, and/or email). *

Buck Munk, Fire Chief of the Hyampom VFD [redacted]

Did you speak with this reference about the LAA position prior to applying?

- (●) Yes
- ( ) No

It is essential that an LAA be a trusted member of the community. Please provide two local community references. (Name, phone number, and/or email). *

Pat Mortensen manager of the HCSD [redacted] Carol Minor, president of the HCSD [redacted]

If nominated, do you agree to serve your term with respect for all community and agency partners, to advocate and inquire to protect the values of the Citizens of Trinity County and participate in meetings to the best of your ability? *

- (●) Yes
- ( ) No

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Rolling Applications with a monthly review.

Email *

[redacted]

Name *

First and last name

Nancy Anderson

Phone number *

[redacted]

Community you would like to represent? *

- ○ Coffee Creek
- ○ Trinity Center
- ◉ Lewiston
- ○ Weaverville
- ○ Junction City
- ○ Douglas City
- ○ Big Bar/Big Flat
- ○ Cedar Flat
- ○ Hawkins Bar
- ○ Denny
- ○ Salyer
- ○ Hayfork
- ○ Hyampom
- ○ Wildwood
- ○ Forest Glen
- ○ Mad River
- ○ Ruth
- ○ Zenia
- ○ Kettenpom
- ○ Hettenshaw Valley
- ○ South Fork Mountain
- ○ South Fork Trinity River

- ○ Other: _____

Do you live in the community you propose to represent? *

- ◉ Yes, full time
- ○ Yes, seasonally
- ○ No

Do you have access to stable internet? *

- ◉ Yes
- ○ No

Do you have access to a well operating vehicle? *

- ◉ Yes
- ○ No

Please describe your experience with incident management and wildfire management. *

Worked Front Desk for the Weaverville Ranger Station for 3 years and took all of the classes for "Red Card" and began training to become a Public Information Officer. Assisted with providing public information during 2018 through 2021 fire seasons.

Are you currently serve on the board of any local community organizations or specials districts? If so please state the name of the organization, your position within the organization, and how long you have been in the role. (Please list multiple if it applies). *

Board President of Trinity Action Association since January 2022 and a member since since September 2021.

It is essential that an LAA be supported by the local emergency management officials. Please provide contact information for a reference in the local, state, or federal wildfire or emergency response management field. (Name, phone number, and/or email). *

Tara Jones District Ranger USFS [redacted]

Did you speak with this reference about the LAA position prior to applying?

- ○ Yes
- ◉ No

It is essential that an LAA be a trusted member of the community. Please provide two local community references. (Name, phone number, and/or email). *

Katie Quinn [redacted]; Ric Leutwyler [redacted]

If nominated, do you agree to serve your term with respect for all community and agency partners, to advocate and inquire to protect the values of the Citizens of Trinity County and participate in meetings to the best of your ability? *

- (●) Yes
- ( ) No

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Rolling Applications with a monthly review.

Email *

[redacted]

Name *

First and last name

Charles Colby

Phone number *

[redacted]

Community you would like to represent? *

- ○ Coffee Creek
- ○ Trinity Center
- ◉ Lewiston
- ○ Weaverville
- ○ Junction City
- ○ Douglas City
- ○ Big Bar/Big Flat
- ○ Cedar Flat
- ○ Hawkins Bar
- ○ Denny
- ○ Salyer
- ○ Hayfork
- ○ Hyampom
- ○ Wildwood
- ○ Forest Glen
- ○ Mad River
- ○ Ruth
- ○ Zenia
- ○ Kettenpom
- ○ Hettenshaw Valley
- ○ South Fork Mountain
- ○ South Fork Trinity River

- ( ) Other: _____

Do you live in the community you propose to represent? *

- (•) Yes, full time
- ( ) Yes, seasonally
- ( ) No

Do you have access to stable internet? *

- (•) Yes
- ( ) No

Do you have access to a well operating vehicle? *

- (•) Yes
- ( ) No

Please describe your experience with incident management and wildfire management. *

Currently a volunteer with the Lewiston Volunteer Fire Department. Active on all medical, structure fires, car accidents and wildfire calls. Weekly and bi-weekly ongoing training with LFD and Cal-Fire. Previously with the Crystal Lake Fire/Rescue. Certified Fire Fighter 1. Certified Fire Fighter 2, Emergency Medical Technician, Emergency Rescue Technician, Emergency Scuba Diver with Search and Recovery, Advanced Open Water, Deep Diver and Specialty Ice Diver .

Are you currently serve on the board of any local community organizations or specials districts? If so please state the name of the organization, your position within the organization, and how long you have been in the role. (Please list multiple if it applies). *

California

It is essential that an LAA be supported by the local emergency management officials. Please provide contact information for a reference in the local, state, or federal wildfire or emergency response management field. (Name, phone number, and/or email). *

Chief Mel Deardorff [redacted]

Did you speak with this reference about the LAA position prior to applying?

- (●) Yes
- ( ) No

It is essential that an LAA be a trusted member of the community. Please provide two local community references. (Name, phone number, and/or email). *

Ric Leutwyler [redacted] Dillon Morris [redacted]

If nominated, do you agree to serve your term with respect for all community and agency partners, to advocate and inquire to protect the values of the Citizens of Trinity County and participate in meetings to the best of your ability? *

- (●) Yes
- ( ) No

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Applications will close April 30th, 2022 at midnight PST.

Email *

[redacted]

Name *

First and last name

Chad Heaton

Phone number *

[redacted]

Community you would like to represent? *

- ○ Coffee Creek
- ○ Trinity Center
- ○ Lewiston
- ○ Weaverville
- ○ Junction City
- ○ Douglas City
- ○ Big Bar/Big Flat
- ○ Cedar Flat
- ○ Hawkins Bar
- ○ Denny
- ○ Salyer
- ○ Hayfork
- ○ Hyampom
- ○ Wildwood
- ○ Forest Glen
- ○ Mad River
- ◉ Ruth
- ○ Zenia
- ○ Kettenpom
- ○ Hettenshaw Valley

Do you live in the community you propose to represent? *

- (●) Yes, full time
- ( ) Yes, seasonally
- ( ) No

Do you have access to stable internet? *

- (●) Yes
- ( ) No

Do you have access to a well operating vehicle? *

- (●) Yes
- ( ) No

Please describe your experience with incident management and wildfire management. *

I am active on the local volunteer fire dept and have been active on all major local fires in the last 15 years and many of the smaller fires

Are you currently serve on the board of any local community organizations or specials districts? If so please state the name of the organization, your position within the organization, and how long you have been in the role. (Please list multiple if it applies). *

No

It is essential that an LAA be supported by the local emergency management officials. Please provide contact information for a reference in the local, state, or federal wildfire or emergency response management field. (Name, phone number, and/or email). *

Seth Toerpe, mad river ranger district leo [redacted]

Did you speak with this reference about the LAA position prior to applying?

- ○ Yes
- ◉ No

It is essential that an LAA be a trusted member of the community. Please provide two local community references. (Name, phone number, and/or email). *

Darrell Meyer [redacted], Doug dinsmore [redacted]

If nominated, do you agree to serve your term with respect for all community and agency partners, to advocate and inquire to protect the values of the Citizens of Trinity County and participate in meetings to the best of your ability? *

- (●) Yes
- ( ) No

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Applications will close April 1st.

* Required

1. Email * [redacted]

2. Name *

First and last name Caina Regina Moon

3. Phone number * [redacted]

4. Community you would like to represent? *

Mark only one oval.

- ( ) Coffee Creek
- ( ) Trinity Center
- ( ) Lewiston
- ( ) Weaverville
- ( ) Junction City
- ( ) Douglas City
- ( ) Big Bar/Big Flat
- ( ) Cedar Flat
- ( ) Hawkins Bar
- ( ) Denny
- (X) Salyer
- ( ) Hayfork
- ( ) Hyampom
- ( ) Wildwood
- ( ) Forest Glen
- ( ) Mad River
- ( ) Ruth
- ( ) Zenia
- ( ) Kettenpom
- ( ) Hettenshaw Valley

5. Do you live in the community you propose to represent? *

Mark only one oval.

- [x] Yes, full time
- [ ] Yes, seasonally
- [ ] No

6. Do you have access to stable internet? *

Mark only one oval.

- [x] Yes
- [ ] No

7. Do you have access to a well operating vehicle? *

Mark only one oval.

- [x] Yes
- [ ] No

8. Please describe your experience with incident management and wildfire management. *

years of Fire Prevention

9. Are you currently serve on the board of any local community organizations or specials districts? If so please state the name of the organization, your position within the organization, and how long you have been in the role. (Please list multiple if it applies). *

W.C.F.S.C.

10. It is essential that an LAA be supported by the local emergency management officials. Please provide contact information for a reference in the local, state, or federal wildfire or emergency response management field. (Name, phone number, and/or email). *

11. Did you speak with this reference about the LAA position prior to applying?

Mark only one oval.

- [x] Yes
- [ ] No

12. It is essential that an LAA be a trusted member of the community. Please provide two local community references. (Name, phone number, and/or email). *

Sue Ayers [redacted]

13. If nominated, do you agree to serve your term with respect for all community and agency partners, to advocate and inquire to protect the values of the Citizens of Trinity County and participate in meetings to the best of your ability? *

Mark only one oval.

- [x] Yes
- [ ] No

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Rolling Applications with a monthly review.

Email *

[redacted]

Name *

First and last name

Larry Glass

Phone number *

[redacted]

Community you would like to represent? *

- ○ Coffee Creek
- ○ Trinity Center
- ○ Lewiston
- ○ Weaverville
- ○ Junction City
- ○ Douglas City
- ○ Big Bar/Big Flat
- ○ Cedar Flat
- ○ Hawkins Bar
- ○ Denny
- ○ Salyer
- ○ Hayfork
- ○ Hyampom
- ○ Wildwood
- ○ Forest Glen
- ○ Mad River
- ○ Ruth
- ○ Zenia
- ○ Kettenpom
- ○ Hettenshaw Valley
- ◉ South Fork Mountain
- ○ South Fork Trinity River

- ○ Other: _____

Do you live in the community you propose to represent? *

- ◉ Yes, full time
- ○ Yes, seasonally
- ○ No

Do you have access to stable internet? *

- ◉ Yes
- ○ No

Do you have access to a well operating vehicle? *

- ◉ Yes
- ○ No

Please describe your experience with incident management and wildfire management. *

Recently I was local contact for my area during August Complex fire

Are you currently serve on the board of any local community organizations or specials districts? If so please state the name of the organization, your position within the organization, and how long you have been in the role. (Please list multiple if it applies). *

Safe Alternatives for our Forest Environment Executive Director Twenty years

It is essential that an LAA be supported by the local emergency management officials. Please provide contact information for a reference in the local, state, or federal wildfire or emergency response management field. (Name, phone number, and/or email). *

Kristen Lark USFS district ranger [redacted]

Did you speak with this reference about the LAA position prior to applying?

- ○ Yes
- ◉ No

It is essential that an LAA be a trusted member of the community. Please provide two local community references. (Name, phone number, and/or email). *

Jackie Koll [redacted] - Rich Tyce [redacted]

If nominated, do you agree to serve your term with respect for all community and agency partners, to advocate and inquire to protect the values of the Citizens of Trinity County and participate in meetings to the best of your ability? *

- (●) Yes
- ( ) No

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RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY DESIGNATE LOCAL AREA ADVISORS

WHEREAS, all of Trinity County's communities are at high risk for wildfire; and

WHEREAS, the Trinity County Office of Emergency Services established the need for Local Area Advisors after the 2008 wildfire season; and

WHEREAS, Trinity County continues to experience catastrophic wildfires fires that have affected property and potentially lives; and

WHEREAS, the Trinity County Fire Safe Council in collaboration with the Trinity County Office of Emergency Services have advertised, noticed, and reviewed applications for Local Area Advisors; and

WHEREAS, the Trinity County Fire Safe Council has identified a need in the County to reinstate the use of these volunteers; and

WHEREAS, the Trinity County Fire Safe Council Coordinator has reviewed the nominations for Local Area Advisors through the Trinity County Chief's Association members; and

WHEREAS, Local Area Advisors are volunteers recommended by the Director of Emergency Services to serve at the pleasure of the Trinity County Board of Supervisors on behalf of the Citizens of Trinity County; and

WHEREAS, it is the responsibility of Local Area Advisors to assist local USFS Ranger Districts, Incident Management Teams, and local CAL FIRE units in providing local knowledge, landscape overviews, historical perspectives, social dynamics, political realities and ramifications, economic implications, and local area citizen's concerns of an incidents effect on Trinity County and the population of affected communities; and

WHEREAS. the Trinity County Office of Emergency Services designates the following individuals to serve as Local Area Ambassadors for the term of 1 year in the following communities:

Cedar Flat – Mike Harding (Primary);
Hyampom – Larry Winter (Primary);
Lewiston – Charles Colby (Primary) and Nancy Anderson (Secondary);
Ruth – Chad Heaton (Primary);
Salyer – Regina Moon (Primary);
South Fork Mountain - Larry Glass (Primary)

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity appoint the following as Primary Local Area Advisors: Mike Harding, Larry Winter,

Charles Colby, Chad Heaton, Regina Moon, and Larry Glass and Nancy Anderson as secondary Local Area Advisor.

DULY PASSED AND ADOPTED this 5th day of July, 2022 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

DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY
Item Report 3.11

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Health and Human Services	Elizabeth Hamilton	530-623-1265

3.11 Agreement: Trinity County Resource Conservation (22-103) District

Requested Action:

Approve an agreement with the Trinity County Resource Conservation District (TCRCD) to complete the Evacuation Route Planning and Development Project.

Fiscal Impact:

No impact to the General Fund. $150,000 from the CalFire Evacuation Route Planning and Development Grant.

Summary:

On June 7, 2022, the Board of Supervisors approved a Resolution authorizing the Trinity County Office of Emergency Services to submit an application for the CalFire Evacuation Routes Planning and Development Grant Program.

This agreement will allow for the Trinity County Resource Conservation District (RCD) to carry out the Evacuation Route Planning and Development Project to plan and develop evacuation routes for each of the 22 communities in Trinity County.

Discussion:

Should the Board approve an agreement with the Trinity County Resource Conservation District (TCRCD) to complete the Evacuation Route Planning and Development Project.

Alternatives Including Financial Implications:

Deny the agreement and provide direction to staff.

Departmental Recommendation:

It is staff's recommendation that the Board approve the agreement with the Trinity County Resource Conservation District (TCRCD) to complete the Evacuation Route Planning and Development Project.

ATTACHMENTS:

Description

Agreement - Trinity County Resource Conservation District

County Contract No. _____

Department: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND
TRINITY COUNTY RESOURCE CONSERVATION DISTRICT

This Memorandum of Understanding ("MOU") is made and entered into this 21st day of June, 2022, between the County of Trinity, a political subdivision of the State of California ("County"), and the Trinity County Resource Conservation District, a Special District ("Agency").

WHEREAS, Trinity County desires to retain a person or firm to complete the Evacuation Route Planning and Development Project; and
WHEREAS, The Trinity County Resource Conservation District warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF COUNTY: To assist and collaborate with the Trinity County Resource Conservation District to facilitate the Evacuation Route Planning and Development Project.

II. DUTIES AND RESPONSIBILITIES OF TRINITY COUNTY RESOURCE CONSERVATION DISTRICT: Contractor agrees to Evaluate access and evacuation of residents and first responders, as well as identify and evaluate meeting needs such as evacuation for disabled or low-income residents without vehicles, evacuation of livestock, and maintaining essential communications and infrastructure. Prioritize routes primary, secondary and tertiary cardinal routes for each of the 22 communities in Trinity County. Primary routes will include paved roads, secondary roads will include paved and/or well-maintained dirt roads, and tertiary routes may include paved, well maintained dirt roads, and/or roads in need of significant improvement or development. Once the routes are accepted and adopted a brochure will be developed and disseminated to every PO Box in Trinity County to educate residents on which zone and route they live closest to.

III. INSURANCE: Agency shall procure and maintain for the duration of the MOU 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 Agency, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance:

A. The Agency 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 Agency including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 0399
Weaverville, CA 96093

B. Agency shall also 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 Agency has no owned autos, hired, (Code 8) and non-owned autos (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 Agency including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 0399
Weaverville, CA 96093

C. WORKER'S COMPENSATION: The Agency 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 work of this MOU. 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.

The Agency shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work.

However, failure to obtain the required documents prior to the work beginning shall not waive the Agency'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 shall not be canceled, except with notice to the County. Insurance is to be placed with insurers 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 Agency 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 MOU, the Agency's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Agency's insurance and shall not contribute with it.

Agency hereby grants to County a waiver of any right to subrogation which any insurer of said Agency may acquire against the County by virtue of the payment of any loss under such insurance. Agency 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.

IV. Records and Payment:

A. The amount set forth in this agreement shall be disbursed to the Trinity County Resource Conservation District within 60 days of the receipt of all fiscal documents (itemized invoice[s], back up documentation, etc.) from the Trinity County Resource Conservation District. The final fiscal documents must be submitted to the Director or Deputy Director of the Trinity County Office of Emergency Services no later than two weeks after the end of the funded program (no later than March 15, 2024).

B. Failure to provide fiscal documents to the Director or Deputy Director of the Trinity County Office of Emergency Services two weeks after the conclusion of the activity/project may make payment for the activity/project impossible due to county fiscal year end reconciliation timelines, and may make the applicant ineligible to receive funding in the future.

C. Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which State or Federal Government has delayed distribution of funds that are intended to be used by the County and no county general funds shall be obligated to make payment under this agreement.

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 $150,000.00.

VI. MUTUAL INDEMNIFICATION: Each party shall save harmless and indemnify the other party against all claims, demands, suits, judgments, expenses and costs of any and every kind on account of injury to or death of persons or loss of or damage to property arising out of any act or omission of the parties, its officers, or employees, under the terms of this MOU.

VII. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Agency, 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.

VIII. TERM OF AGREEMENT: This MOU shall commence on July 1, 2022 and shall terminate on June 30, 2024.

IX. TERMINATION: Either party hereto may terminate this MOU 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.

X. NOTICES: All notices, demands, requests or other communication required or permitted to be given hereunder ("Notices") shall be in writing and sent by First Class United States Mail, postage prepaid to the following address:

County's address for notice:

Trinity County
PO Box 0399
Weaverville, CA 96093

Trinity County Resource Conservation District address for notice:

Amelia Fleitz
Trinity County Resource Conservation District
PO Box 1450
Weaverville, CA 96093

XI. AMENDMENT: The provisions of this MOU may not be modified, except by a written instrument signed by both parties.

XII. ENTIRE AGREEMENT: This MOU 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.

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

XIV. JURISDICTION AND VENUE: This MOU 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 MOU shall be in Trinity County, California.

XV. SEVERABILITY: If any provision of this MOU 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.

XVI. SUBCONTRACTING AND ASSIGNMENT: The right, responsibilities and duties established under this MOU are personal to the parties hereunder and may not be transferred or assigned without the express prior written consent of the other party.

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

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this MOU effective as of the date first written above.

COUNTY OF TRINITY:

By: _____
Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: _____

Trinity County RCD

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

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval

By: _____
Shelly Nelson, Director
Human Resources/Risk Management

.

TRINITY COUNTY
Item Report 3.12

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Human Resources	Ryan Roe	530-623-1325

3.12 Budget Adjustment: OPEB (6300)

Requested Action:

Approve a budget adjustment for FY 21/22 for OPEB ISF - Dept. 6300 increaseing Salaries and Benefits by $60,000.

Fiscal Impact:

No impact to the Genearl Fund; current cash balance for OPEB ISF - Fund 188 is $9,590,309.82.

Summary:

During budget development for FY 21/22, the amount budgeted to contribution to PARs and to pay directly on our retirees behalf had a keying error and was less than our ADC. In order for the final retiree medical premium reimbursement to post for this fiscal year, the budget appropriation needs to be increased by $60,000. OPEB has sufficient fund balance to cover the additional appropriation.

Alternatives Including Financial Implications:

Deny item and direct staff.

Departmental Recommendation:

Denial of this budget adjustment would leave the budget unit without sufficient budget appropriations to provide retiree medical premium reimbursements. It is staff's recommendation that the board approve the budget adjustment as submitted.

ATTACHMENTS:

Description

6300 - OPEB Budget Adjustment

TRINITY COUNTY BUDGET ADJUSTMENT

6/30/2022

Department: OPEB

Number: 6300

Justification for budget adjustment:

Use fund balance to cover shortfall in budget appropriations

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			-

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
1301	Group Retiree Insurance	2,463,765	2,523,765	60,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			60,000

Origin	*Suzie Hawkins* (Signature)	Senior Financial Analyst (Title)
Auditor	Auditor Review_____ Date Reviewed: 06 / 30 / 2022	
	REQUIRES BOARD ACTION _x_YES __ NO	
CAO	CAO Approval_____ Date: _____/_____/_____	
BOS	Approved by Board of Supervisors on:_____/_____/_____	_____ BOS _____ AUD

TRINITY COUNTY
Item Report 3.13

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Human Resources	Ryan Roe	530-623-1325

3.13 Budget Adjustment: Risk Management (Dept 1890)

Requested Action:

Approve a budget adjustment for FY 21/22 for Risk Management - Dept. 1890 increasing Revenues and Other Charges by $9,423.

Fiscal Impact:

Increase in General Fund appropriations in the amount of $9,423.

Summary:

On June 30, 2021 an incident report was received via email from Carrie Bayley, CEO of Trinity County Fairgrounds in Hayfork, CA. The incident report had stated that the suspended ceiling in the Floriculture building had collapsed. The cause of the incident was determined as a direct result from a maintenance worker operating a forklift inside the Floriculture building. The maintenance worker had accidentally bumped into a suspended light from the suspended ceiling, in-turn causing the suspended ceiling to collapse. Overall the ceiling had been determined to become unstable due to years of leaks and parts of the roof falling onto the suspended ceiling.

The Floriculture building is an owned asset of the County of Trinity. Since we own the building we have the option to open a property claim through our insurance, however the repairs were required to be completed and/or organized by staff at the Trinity County Fairgrounds.

Richard Kuhns, the acting CAO at the time of the incident had authorized a property claim to be filed with Trindel Insurance Fund. The claim was reported to Trindel on 7/01/2021 and opened on 7/15/2021 with the assigned claim no. TRI21-009.

Over the past year The Trinity County fairgrounds has been working diligently to ensure that all damages incurred as a result of this incident were repaired. As of 5/2/2022 all necessary repairs have been reported as completed. The overall expenses amounted to $29, 422.92 in which only 9,422.92 were applicable for insurance. This was due to some electrical upgrades, roof coating, and misc. remodeling that were needed, but did not apply directly to the property claim.

Per Trindel's Property MOC (Memorandum of Coverage), any reimbursements authorized must be sent directly to the County. The County would then be responsible to deposit those funds to the appropriate department and specified account to reimburse those funds accordingly. In this particular situation, the reimbursement of insurance proceeds would need to be deposited into Risk Management's specified department and account so that we may recognize those insurance

proceeds for our county building and then offset those costs by processing a warrant and providing reimbursement to the Trinity County Fairgrounds for the repair expenses that were incurred.

Alternatives Including Financial Implications:

Deny and Direct Staff

Departmental Recommendation:

Denying the budget adjustment would cause the Risk Management department to not have sufficient budget appropriations to reimburse the Trinity County Fairgrounds for damage to the Floriculture Building, paid for by the Fair Association.

It is Staff's recommendation that the Board approve the budget adjustment as submitted.

ATTACHMENTS:

Description

1890 - Risk Budget adjustment

TRINITY COUNTY BUDGET ADJUSTMENT

6/13/2022

Department: Risk Management

Number: 1890

Justification for budget adjustment:

Recognize insurance proceeds and offsetting expenses for damage at TC Fair Grounds Floriculture building

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9253	Insurance Proceedes	-	9,423	9,423
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			9,423

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
3200	Contributions to Others	-	9,423	9,423
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			9,423

Origin	Elizabeth Sandoval Signature	Accounting Tech Title
Auditor	Auditor Review_____ Date Reviewed: 06 / 17 / 2022 REQUIRES BOARD ACTION x YES __ NO	
CAO	CAO Approval_____ Date: _____/_____/_____	
BOS	Approved by Board of Supervisors on:_____/_____/_____	_____ BOS _____ AUD

TRINITY COUNTY
Item Report 3.14

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Human Resources	Ryan Roe	(530) 623-1325

3.14 Amendment 1: GOVERNMENTJOBS.COM dba NEOGOV (21-003)

Requested Action:

Approve amendment number 1 to the agreement with Governmentjobs.com, INC dba NEOGOV increasing the maximum cost to $20,000 per fiscal year and modifying the term to continue unless terminated to provide access to and support for the County's subscription to Governmentjobs.com.

Fiscal Impact:

Up to $20,000 per fiscal year from Human Resources budget.

Summary:

Approve amendment number 1 to the agreement with Governmentjobs.com, INC (dba NEOGOV) to provide access and usage to Insight (an applicant tracking system which includes consulting, training services, deployment, usage, customizations, accessory data processing, and best practices of and concerning the web-based software-as-a-service (SaaS) Applications and a subscription to Governmentjobs.com; by extending the term to continue in full force unless sooner terminated in accordance with the terms hereunder and amend the maximum cost to County by replacing, Notwhithstanding any other provisions of the Agreement the County will pay the annual service or subscription amount billed by Contractor based on the then current rates or any terms after the initial terms.

Alternatives Including Financial Implications:

Deny contract amendment and advise staff.

Departmental Recommendation:

It is staff's recommendation that the Board approve amendment number 1 to the agreement with Governmentjobs.com, INC (dba NEOGOV). By extending the term to continue in full force unless sooner terminated in accordance with the terms hereunder and amend the maximum cost to County by replacing, Notwhithstanding any other provisions of the Agreement the County will pay the annual service or subscription amount billed by Contractor based on the then current rates or any terms after the initial terms.

ATTACHMENTS:
Description

Original Agreement: GOVERNMENTJOBS.COM dba NEOGOV 21-003
Amendment 1 - GOVERNMENTJOBS.COM bda NEOGOV 21-003.1

ADDENDUM TO SERVICES AGREEMENT
BETWEEN
THE COUNTY OF TRINITY
AND
GOVERNMENTJOBS.COM, INC. (dba NEOGOV)

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of February, 2021, by and between the **County of Trinity** ("County"), and **Governmentjobs.com, Inc (dba NEOGOV),** ("Contractor").

WHEREAS, County desires to retain a person or firm to provide the following services:
Access and usage to Insight (an applicant tracking system which includes consulting, training services, deployment, usage, customizations, accessory data processing, and best practices of and concerning the web-based software-as-a-service (SaaS) Applications and a subscription to Governmentjobs.com;

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

WHEREAS, the parties hereto wish to enter into agreement terms provided by Contractor which are attached hereto as Exhibit A;

WHEREAS, the agreement terms provided by Contractor do not meet the requirements of the County's contracting policy; and

WHEREAS, the parties wish to supersede certain terms provided by Contractor with the below terms.

NOW, THEREFORE, the parties agree to the following:

I. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Agreement, in no event will the Initial Term cost to County for the services to be provided herein exceed the maximum sum of $17,221.00, including direct non-salary expenses.

II. INSURANCE: Contractor 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 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.

Prior 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 obtain and 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 insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to 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.

III. WORKERS' 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 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 County prior to commencement of work.

IV. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Agreement 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.

V. 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 Agreement or the proceeds thereof.

VI. 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.

VII. TERM OF AGREEMENT: This Contract shall commence on February 1, 2021 and shall terminate on June 30, 2022, unless sooner terminated in accordance with the terms hereunder.

VIII. 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.

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

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

XI. 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.

XII. 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.

XIII. 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.

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

Exhibit Designation	Exhibit Title

Exhibit A	NEOGOV Services Agreement
Exhibit B	NEOGOV Order Form

For the avoidance of doubt, all of the above provisions in this Agreement shall supersede any analogous provisions in the agreement terms that are attached hereto as Exhibit A.

[signature page to follow]

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

COUNTY OF TRINITY:

By _____
Richard Kuhns, Psy.D
County Administrative Officer

Date: 2.1.21

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

CONTRACTOR:

By _____
Name: John Cross
Title.: Controller

Date: 3/4/2021

NEOGOV

NEOGOV SERVICES AGREEMENT

V09012020

You agree that by placing an order through a NEOGOV standard ordering document (the "Order" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc.(dba "NEOGOV") and, where applicable, its affiliates; "Customer", "you", "your" means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to Customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription") . "Authorized Users" means (i) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

   b) Delivery and Subscription Term. NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.

   c) Content and Program Documentation. Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other

content, or create any derivative works of the Licensed Content. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

3. Professional Services. "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.

4. Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

5. Term and Termination.

   a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

   b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

6. Service Specifications. "Service Specifications" means Program Documentation, Service Schedules, Security Statements, and Service Level Warranties if applicable. The Service Specifications describe and govern the Services and are incorporated herein by reference. Online Service Specifications may be made available at https://www.neogov.com/service-specifications or provided upon Customer request. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations,

rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.

7. Maintenance; Modifications; Support Services.

   a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

   b) Training Materials; Support. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

   c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Authorized User Admins grasp the system.

   d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is dependent on the type of case.

   e) Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

8. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

9. Data Processing and Privacy.

   a) Customer & Platform Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and

operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data. or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes. Customer acknowledges NEOGOV may compile Platform based on Customer Data input into the Services. Customer agrees that NEOGOV may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.

b) Privacy Policy; Data Processing Agreement. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at https://www.neogov.com/privacy-policy. The defined terms in the Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein. To the extent Customer uses the Services to target and collect personal information form users located in the European Union, European Economic Area, or Switzerland (the "EU"), or has Authorized Users accessing the Services from the EU, the NEOGOV Data Processing Addendum ("DPA") available at https://www.neogov.com/service-specifications is incorporated herein by reference.

c) Data Responsibilities. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.

d) Breach Notice. In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will initiate remedial actions and notify Customer of the breach as required by and in compliance with applicable law. NEOGOV's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by NEOGOV of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV of the breach and steps you will take to remedy the breach as soon as possible. Customer is solely responsible for complying with data breach notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any data breach(es).

10. Subcontractors; Third Party Products. NEOGOV may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor"). "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services. The Services may permit access to Third-Party Products. For purposes of this Services Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. NEOGOV cannot guarantee the continued availability of such Third-Party Products and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the third-party application available for interoperation with the corresponding NEOGOV Service in a manner acceptable to NEOGOV.

11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data

constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

12. Representations, Warranties, and Disclaimers.

a) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

d) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.

e) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer. Customer acknowledges that NEOGOV exercises no control over specific human resource practices implemented using the Service or Customer's decisions as to employment, promotion, termination, or compensation of any personnel or Authorized User of the Services. Customer further agrees and acknowledge that NEOGOV does not have a direct relationship with Customer employees and that Customer is responsible for all contact, questions, Customer Data updates and collection, with Customer employees.

13. Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. All users of the Services are obligated to abide by the Terms of Use available at https://www.neogov.com/terms-of-use. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

14. Indemnification.

    a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:

        i) Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
        ii) Gives NEOGOV sole control of the defense and any settlement negotiations; and
        iii) Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.

    b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

    c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

    d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

16. E-Signatures.

a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services ("E-Signatures") are provided by NEOGOV for two counterparties (generally a government employer (the "sending party") subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.

b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOOGV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.

c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.

d) E-Signature Validity. PLEASE NOTE THAT NEOGOV'S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE'S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV'S E-SIGNATURE'S.

17. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may

be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.

19. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.

20. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

21. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

22. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein, the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the NEOGOV Services Agreement and incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This

Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

23. General. This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

NEOGOV™ Exhibit B

NEOGOV ORDER FORM			
NEOGOV: Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com		Customer Name & Address: County of Trinity (CA) PO Box 1347 11 Court St., Room 225 Weaverville, CA 96093	
Quote Creation Date:	01/02/21	Contact Name:	Shelly Nelson
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	snelson@trinitycounty.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.		FTE: 320

Fee Summary		
Service Description	**Term**	**Term Fees**
Insight Enterprise Subscription (IN) Governmnentjobs.com Subscription (GJC	February 1, 2021 – June 30, 2021	$4,040.00
Insight Enterprise Subscription (IN) Governmnentjobs.com Subscription (GJC	July 1, 2021 – June 30, 2022	$10,181.00
Professional Services – Implementation and Training	-	$3,000.00
	Total:	**$17,221.00**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. Initial Term: 17 Months
2. Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from Customer receipt of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.

NEOGOV™

Exhibit B

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Signature:	 Signature:
Print Name: Date:	Print Name: Date:

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 21-003
BETWEEN
THE COUNTY OF TRINITY
AND
GOVERNMENTJOBS.COM, INC (dba NEOGOV)

WHEREAS, a Contract was entered into the 1ST day of February, 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Governmentjobs.com, INC (dba NEOGOV) ("Contractor"), to provide access and usage to Insight (an applicant tracking system) which includes consulting, training services, deployment, usage, customizations, accessory date processing, and best practices of and concerning the web-based software-as-a-services (SaaS) Applications and a subscription to Governmentjobs.com; and

WHEREAS, the Contract provides for a termination date of June 30, 2022; and

WHEREAS, the parties wish to:

1. Amend section VII. Term of Agreement.
2. Amend section I. Maximum Cost to County.

WHEREAS, the Contract provides for amendments.

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

1. Amend section VII (Term of the Contract) of the Contract in its entirety to the following:

   "This agreement shall commence on February 1st, 2021, and shall continue in full force unless sooner terminated in accordance with the terms hereunder."

2. Amend section I (Maximum cost to County) of the Contract by replacing it in its entirety to the following:

   "Notwithstanding any other provision of this agreement, in no event will the Initial Term cost to County for the services to be provided herein exceed the maximum sum of $17,221, including direct non-salary expenses, and in no event will the cost the County for the services to be provided after the Initial Term exceed the amount of twenty-thousand dollars ($20,000) during any fiscal year, including direct non-salary expenses."

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 ___ day of _____, 2022.

COUNTY OF TRINITY:

By: _____
Dan Frasier, 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: _____
Shelly Nelson, Director
Human Resources/Risk Management

TRINITY COUNTY
Item Report 3.15

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Probation/Collections	Ruby Fierro	530-623-1204

3.15 Budget Adjustment: Community Corrections Realignment & Probation (Dept 8499 & 2400)

Requested Action:

Approve a budget adjustment for FY 21/22 for Local Community Corrections Realignment - Dept. 8499 increasing Revenues by $200,641, Inter-Fund Expenses by $25,112 and Transfer Out by $21,311; and approve a budget adjustment for FY 21/22 for Probation - Dept. 2400 increasing Transfer In by $21,311.

Fiscal Impact:

Decrease in General Fund appropriations in the amount of by $21,311; current cash balance in Lcoal Community Corrections Realignment 2011 - Fund 499 is $764,584.83

Summary:

The CCP board approved our proposed budget with the agreement that the budget would be revised to incorporate the new salary and benefit rates approved in the 2021/2022 budget and my county budget was based on those original estimates. I am now requesting the adjustment to the county budget to reflect the corrected salary and benefit figures.
We have also received substantially more revenue than originally anticipated and I am asking to recognize that revenue in the budget.

Alternatives Including Financial Implications:

Deny the budget adjustment and advise staff.

Departmental Recommendation:

It is the Department's recommendation that you approve the budget adjustment.

ATTACHMENTS:

Description

8499 - Local Community Corrections Realignment Budget Adjustment
2400 - Probation Budget Adjustment
Budget worksheet

TRINITY COUNTY BUDGET ADJUSTMENT

6/16/2022

Department: Local Community Corrections Realignment

Number: 8499

Justification for budget adjustment:

The CCP board approved the tenative CCP budget with the provision that the budget would be adjusted to reflect the actual staffing costs as reflected in the 2021/2022 county budget. These expenditure adjustments reflect the salary and benefit differences from the estimates used for planning the budget.
We are also recognizing increased revenues that were unanticipated at budget time.

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
7072	Community Corrections Subaccount	737,707	938,348	200,641
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			200,641

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
2399	Prof Svcs-Interfund	291,000	316,112	25,112
5500	Transfer Out	386,259	407,570	21,311
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			46,423

Origin	Robi Camacho (Signature)	Business Manager (Title)
Auditor	Auditor Review _____ Date Reviewed: 06 / 28 / 2022 REQUIRES BOARD ACTION X YES __ NO	
CAO	CAO Approval _____ Date: ____/____/____	
BOS	Approved by Board of Supervisors on: ____/____/____	BOS _____ AUD _____

TRINITY COUNTY BUDGET ADJUSTMENT

6/16/2022

Department: Probation

Number: 2400

Justification for budget adjustment:

The CCP board approved the tenative CCP budget with the provision that the budget would be adjusted to reflect the actual staffing costs as reflected in the 2021/2022 county budget. This transfer in adjustment reflects the salary and benefit differences from the estimate used for planning the budget.

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9800	Transfer In	681,259	702,570	21,311
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL REVENUE CHANGES			21,311

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			-

Origin	Robi Camacho Signature	Business Manager Title
Auditor	Auditor Review _____ Date Reviewed: 06 / 28 / 2022 REQUIRES BOARD ACTION _X_ YES __ NO	
CAO	CAO Approval _____ Date: ____/____/____	
BOS	Approved by Board of Supervisors on: ____/____/____	____ BOS ____ AUD

2021/2022 CCP BUDGET

CCP	Original Proposed Budget	Revised Approved Budget		
Probation Department Salaries/Benefits	**2021/2022**	**2021/2022**	Budget Adj	Account #
Sub Total Probation Department Salaries/Benefits	$ 304,013.08	$ 325,323.47	$21,311	5500
Other Agency				
TCSO - Correctional Officer-Paid directly from CCP 8499	**$101,000.00**	**$101,052.00**	$52	2399
Deputy Sheriff-Paid directly from CCP 8499	**$190,000.00**	**$215,060.00**	$25,060	2399
Sub Total-Other Agency	**$321,000.00**	**$346,112.00**		
Total Budgeted Revenue	**$737,707.00**	**$737,707.00**		
Corona Virus Relief Fund (Unanticipated Revenue)	**$0.00**	**$0.00**		
Remaining Balance	**$60,247.67**	**$13,825.28**		
	Estimated	**Estimated**		
Base	**$737,707**	**$737,707**		
Growth no growth for 2021-May revise	**$0**	**$0**		
	$737,707	**$737,707**		

TRINITY COUNTY
Item Report 3.16

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Sheriff	Tim Saxon	(530)623-2611

3.16 Agreement: Coin Security System Asset Protection

Requested Action:

Approve an agreement with Coin Security System Asset Protection to provide secure key cabinets for the new Jail facility.

Fiscal Impact:

$33,359.62 from the Jail budget.

Summary:

The Sheriff's Office new Jail facility needs to ensure that access to vital areas and equipment are protected by the use of devices that require a 2 part authentication, so that authorized personnel are the only ones with access.

Alternatives Including Financial Implications:

Deny the agreement and advise staff.

Departmental Recommendation:

Denial of the agreement would expose secured areas and vehicles to unauthorized access and unnecessary security risks; putting the County and Sheriff's Office in exorbitant liability. It is the staffs recommendation that the Board approve an agreement with Coin Security System Asset Protection to provide secure key cabinets for the new Jail facility.

ATTACHMENTS:

Description

Agreement

Exhibit B

County Contract No. _____

Department: _____

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
Coin Security Systems Asset Protection

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 21st day of June 2022, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and Coin Security Systems Asset Protection("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Two secure key cabinets at the new Jail facility; 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 June 21, 2022 and shall terminate on June 21, 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 in a time mutually agreed upon by both 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 $33,359.62, 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

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 MOU 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 Department
101 Memorial Drive, PO Box 1228
Weaverville, CA 96093
(530)623-3740

If to Contractor:

Coin Security Systems Asset Protection
28368 Constellation Road, Ste 340
Valencia, CA 91355
zgold@coinsecurity.com

[signature page to follow]

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

COUNTY OF TRINITY:

By: _____
Dan Frasier, 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: _____
Shelly Nelson, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

Installation of 2 Secure key cabinets for the new Jail facility.

Quotation

CoinSecuritySystems
ASSET PROTECTION
28368 Constellation Road | Suite 340
Valencia | CA | 91355

Date	Quote #
5/26/2022	Q8494-4

Bill To	Ship To
Trinity City Sheriff Ryan Lynn	Trinity City Sheriff TBD Attn: Ryan Lynn

Cust. #	Terms	FOB	Shipping Info	Ship Via
	NET 30 - O.A.C.	Origin		

Item	Description	Quantity	Price	Amount
	05/26/22-Revised quote to reflect current date SECURITY ASSET MANAGERS:			
SK1C1827AXXX	SECURITY ASSET MANAGER 32 KEY POSITIONS W/ KSI LOCKS 6" D X 18" W X 27" H CABINET	1	8,870.00	8,870.00T
MISC	K2C2828C128G 128-key SAM, 6”d x 54”w x 28”h Two cabinet layout with one controller, cabinet must be mounted adjacent to each other. Cabinet A: Numbered 1-64, 6”d x 28”w x 28”h Cabinet B: Numbered 65-128, 6”d x 28”w x 28”h	1	18,678.00	18,678.00T
KS-2690374BC...	KSI FINGERPRINT READER-INTEGRATED-CAPACITIVE	2	907.00	1,814.00T

WE HAVE A NEW ADDRESS!
28368 Constellation Road | Suite 340 | Valencia | CA | 91355

Quotation good for 60 days
All shipping charges will be FOB Origin - Prepay & Add

Thank you for the opportunity
to provide you with this quotation!

Quotation Sub-Total	
Sales Tax (7.25%)	
Quotation Total	

Phone #	Fax #	Email	Website
800.266.2646	661.294.0476	zgold@coinsecurity.com	www.coinsecurity.com

CoinSecuritySystems
ASSET PROTECTION

28368 Constellation Road | Suite 340
Valencia | CA | 91355

Quotation

Date	Quote #
5/26/2022	Q8494-4

Bill To
Trinity City Sheriff Ryan Lynn

Ship To
Trinity City Sheriff TBD Attn: Ryan Lynn

Cust. #	Terms	FOB	Shipping Info	Ship Via
	NET 30 - O.A.C.	Origin		

Item	Description	Quantity	Price	Amount
KS-2690154	KSI READER HID *PROX POINT PLUS* - Customer to supply 4 – 6 test cards with unique card data to Key Systems, Inc. for testing & integration; cards will be returned with order. - Reader quoted assumes the test cards will be compatible. If required, an alternate reader will be quoted after testing is complete.	2	475.00	950.00T
SHIPPING **MISC**	FREIGHT APPROX INCLUDED: - Global Facilities Management Software o First year of GFMS Cloud Services included at no charge (default) or o GFMS 3.0 download for local/on premises installation - Ethernet enabled, standard - PIN access, standard - Solid metal door, standard - KSI default cam locks with 2 keys each - One set of Tamper-Proof key rings (TPR): 1-5/8-inch diameter; set is equivalent to the number		850.00 0.00	850.00 0.00T

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Quotation Sub-Total	
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800.266.2646	661.294.0476	zgold@coinsecurity.com	www.coinsecurity.com

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Quotation

Date	Quote #
5/26/2022	Q8494-4

Bill To	Ship To
Trinity City Sheriff Ryan Lynn	Trinity City Sheriff TBD Attn: Ryan Lynn

Cust. #	Terms	FOB	Shipping Info	Ship Via
	NET 30 - O.A.C.	Origin		

Item	Description	Quantity	Price	Amount
	of key positions plus two additional key rings - One TPR tool set per customer; set contains one crimping and one closing tool - Limited 1 year warranty includes parts, technical and software phone support - Power requirements: 110 – 240 VAC, 47 – 63 Hz, 2 Amps, 300 Watts with battery backup Lead-time: 4 – 5 weeks ARO Price and lead-time subject to availability. At time of production, KSI will requote if necessary and provide the option to cancel orders without penalty. Installation is not available from Key Systems Inc. Shipping: FOB Origin - Victor, New York All pricing in US Dollars			

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Quotation good for 60 days
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Thank you for the opportunity
to provide you with this quotation!

Quotation Sub-Total	
Sales Tax (7.25%)	
Quotation Total	

Phone #	Fax #	Email	Website
800.266.2646	661.294.0476	zgold@coinsecurity.com	www.coinsecurity.com

CoinSecuritySystems
ASSET PROTECTION
28368 Constellation Road | Suite 340
Valencia | CA | 91355

Quotation

Date	Quote #
5/26/2022	Q8494-4

Bill To	Ship To
Trinity City Sheriff Ryan Lynn	Trinity City Sheriff TBD Attn: Ryan Lynn

Cust. #	Terms	FOB	Shipping Info	Ship Via
	NET 30 - O.A.C.	Origin		

Item	Description	Quantity	Price	Amount
KS-CLOUD1	**LIMITED TIME OFFER: -ORDER MUST BE PLACED BY THE END OF MARCH 2022 CLOUD HOSTING: KSI CLOUD HOSTING -INITIAL YEAR OFFERED AT NO COST -PER DEVICE ANNUAL COST: $630 -ANNUAL COST FOR THIS PROJECT: $1260 -3-YEAR TOTAL COST: $3,780 -KSI WARRANTY MUST BE REMAIN CURRENT TO QUALIFY FOR CLOUD HOSTING WARRANTY:	1	0.00	0.00T

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28368 Constellation Road | Suite 340 | Valencia | CA | 91355

Quotation good for 60 days
All shipping charges will be FOB Origin - Prepay & Add

Thank you for the opportunity
to provide you with this quotation!

Quotation Sub-Total	
Sales Tax (7.25%)	
Quotation Total	

Phone #	Fax #	Email	Website
800.266.2646	661.294.0476	zgold@coinsecurity.com	www.coinsecurity.com

CoinSecuritySystems
ASSET PROTECTION
28368 Constellation Road | Suite 340
Valencia | CA | 91355

Quotation

Date	Quote #
5/26/2022	Q8494-4

Bill To	Ship To
Trinity City Sheriff Ryan Lynn	Trinity City Sheriff TBD Attn: Ryan Lynn

Cust. #	Terms	FOB	Shipping Info	Ship Via
	NET 30 - O.A.C.	Origin		

Item	Description	Quantity	Price	Amount
KS-2690091	KSI WARRANTY EFFECTIVE: 3 YEARS (WARRANTY STARTS AT THE END OF INITIAL YEAR. TOTAL OF 4 YEARS) SERIAL:FOR SAMS LISTED ON THIS QUOTE -3-YEAR WARRANTY MSRP: $5,232 INCLUDES: -24/7/365 PHONE SUPPORT WITH MANUFACTURER -REPLACEMENT OF ANY PART THAT GOES BAD WITHIN THE BOX AT NO CHARGE (EXCEPT BACKUP BATTERY & KEYS)	1	0.00	0.00

WE HAVE A NEW ADDRESS!
28368 Constellation Road | Suite 340 | Valencia | CA | 91355

Quotation good for 60 days
All shipping charges will be FOB Origin - Prepay & Add

Thank you for the opportunity
to provide you with this quotation!

Quotation Sub-Total	**$31,162.00**
Sales Tax (7.25%)	**$2,197.62**
Quotation Total	**$33,359.62**

Phone #	Fax #	Email	Website
800.266.2646	661.294.0476	zgold@coinsecurity.com	www.coinsecurity.com

TRINITY COUNTY
Item Report 3.17

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Sheriff	Tim Saxon	(530)623-2611

3.17 Agreement: Six Rivers Communications, Inc (22-105)

Requested Action:

Approve an agreement with Six Rivers Communication, Inc. to provide various installation, inspection, documentation, maintenance and repairs on all portables, mobiles, bases, repeaters, dispatch consoles and other radio and emergency equipment used by the Trinity County Sheriff's Office on an as needed basis.

Fiscal Impact:

$225,000 per fiscal year from the Sheriff, DOT, and Fire Protection budgets.

Summary:

The Sheriff's Office, Department of Transportation, and County Administrative Office have had an agreement with Six Rivers Communications, Inc. (SRC) since 2015 and would like to continue the use of their services to provide inspection, documentation, maintenance, and repairs including all portables, mobiles, bases, repeaters, and dispatch consoles.

In addition SRC has been performing general installation and maintenance of Code 3 type radio equipment and other emergency equipment that is used in the Trinity County Sheriff’s Office vehicles and trailers on an as needed basis for the last few years and we would like to continue the use of their services.

We have other agreements for installation and maintenance of radio equipment and other emergency equipment, but due to the high demand for this service it has proven extremely difficult to get our vehicles in and equipment installed. By continuing to utilize this service, we will be able to have the emergency vehicles outfitted much more quickly; the wait times continue to be approximately 8-12 months.

Alternatives Including Financial Implications:

Deny the agreement and advise staff.

Departmental Recommendation:

Denial of the agreement will leave the County without the ability to ensure the essential communications equipment is in proper working order. It is the staffs recommendation that the Board approve an agreement with Six Rivers Communication, Inc. to provide various installation,

inspection, documentation, maintenance and repairs on all portables, mobiles, bases, repeaters, dispatch consoles and other radio and emergency equipment used by the Trinity County Sheriff's Office on an as needed basis.

ATTACHMENTS:

Description

Agreement 2022-2025

Addendum D & E

County Contract No. _____

Department: _____

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
SIX RIVERS COMMUNICATION, INC.

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 6th day of July 2022, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and Six Rivers Communication, Inc. (SRC, "Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services:

To provide inspection, documentation, maintenance, and repairs of all portables, mobiles, bases, repeaters, and dispatch consoles, and perform general installation and maintenance of radio equipment and other emergency equipment that is used in the Trinity County Sheriff's Office vehicles and trailers on an as needed basis; 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, 2022 and shall terminate on June 30, 2025, unless sooner terminated in accordance with the terms hereunder. The term of this agreement shall be automatically renewed for successive periods of 3 years 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.

V. 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.

VI. 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 $225,000.00 per fiscal year, including direct non-salary expenses.

VII. 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.

VIII. 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

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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

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

XXI. 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.

XXII. 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.

XXIII. SEVERABILITY: If any provision of this MOU 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.

XXIV. 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.

XXV. 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.

XXVI. 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

XXVII. 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.

XXVIII. 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

XXIX. 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.

XXX. 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
101 Memorial Drive / PO Box 1228
Weaverville, CA 96093
(530)623-3740

If to Contractor:

Ray Daniels
Six Rivers Communications, Inc.
4060 Broadway
Eureka, CA 95503
danielsray@sbcglobal.net

[signature page to follow]

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

COUNTY OF TRINITY:

By: _____
Dan Frasier, 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: _____
Ryan Roe, Interim Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

1. Provide inspection, documentation, maintenance, and repairs of Trinity County radios and systems. Included are all portables, mobiles, bases, repeaters, and dispatch consoles as listed in addendums D and E; all portions of listed equipment will be covered.

2. SRC will help to rectify radio frequency interference issues, and any other radio problems that are not Trinity County radio issues directly, but still affect the performance of Trinity County radios and systems.

3. SRC will perform general installation and maintenance of radio equipment and other emergency equipment that is used in the Trinity County Sheriff's Office vehicles and trailers on an as needed basis.

4. Not covered in maintenance are antennas, antenna systems, duplexers, and combining equipment. However, labor for replacing existing antennas, antenna systems, duplexers, and combining equipment will be covered.

5. Other exclusions: This contract does not include repairs to covered equipment for other than normal use. Not covered by the agreement are repairs occasioned by wrecking of a vehicle, acts of God, physical mistreatment or destruction of the equipment or its components, tampering or service by unauthorized personnel not employed by SRC, or accidental damage. Not included in this agreement is maintenance of any towers unless such work is listed above, in Exhibit A #1. Also portable batteries are not included as covered equipment.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

1. Monthly maintenance fee of $4,285.00

2. Additional repairs to equipment, including Mountain tower work shall be $125.00 per man hour, from shop to shop.

3. Mobile equipment installs/removals, Code 3 type repairs, shall be $80.00 per man hour, from shop to shop.

4. During the term of this agreement, SRC may find it necessary to increase the fees specified above (Exhibit B 1, 2, 3) to address inflation costs. SRC shall notify County of any increase and shall not increase the fees listed above more than 4% annually. This increase shall not require a written amendment to this agreement.

TRINITY COUNTY MOBILE COMMUNICATION EQUIPMENT

TC SHERIIFS OFFICE AND DEPARTMENT OF TRANSPORTATION

FY 2015/2016

Name and modle Number and location	Quanity	Description
Location: TC DOT		
Kenwood TK 2312	5	Hand Held Road Crew
Kenwood TK 3312	5	
Kenwood TK-7360 HV	48	Truck Radios Road Crew
TOTAL	58	
Location: TCSO		
Ken Wood TK5710	45	SHERIFF VEHICLES
Ken Wood TK790		
Ken Wood TK730		
Motorola XPR7550	70	SHERIFF HANDHELDS
Motorola HT1250		
Motorola HT750		
Motorola JT100		
Minitor Pager V***	9	USED BY INTERAGANCY
TOTAL	124	
Location: Marshal/DA		

Attachment D

TRINITY COUNTY MOBILE COMMUNICATION EQUIPMENT

TC SHERIIFS OFFICE AND DEPARTMENT OF TRANSPORTATION

FY 2015/2016

Name and modle Number and location	Quanity	Description
Motorola M1225 Motorola CDM1250 Motorola CM300 Motorola MCS2000	5	MARSHAL/DA VEHICLES
Motorola XPR7550 Motorola HT1250 Motorola HT750 Motorola JT100	10	MARSHAL/DA HANDHELDS
TOTAL	15	
CPS and APS		
Motorola M1225 Motorola CDM1250 Motorola CM300 Motorola MCS2000	6	CPS AND APS VEHICLES
Motorola XPR7550, CM300	5	CPS AND APS HANDHELDS
TOTAL	11	
Location: Health Department		

TRINITY COUNTY MOBILE COMMUNICATION EQUIPMENT

TC SHERIIFS OFFICE AND DEPARTMENT OF TRANSPORTATION

FY 2015/2016

Name and modle Number and location	Quanity	Description
Motorola Same modles as above	5	HEALTH DEPARTMENT HANDHELDS
TOTAL	5	
Location: Probation		
Ken Wood TK5710 Ken Wood TK790 Ken Wood TK730	6	PROBATION VEHICLES
Motorola XPR7550 Motorola HT1250 Motorola HT750 Motorola JT100	2	PROBATION HANDHELDS
TOTAL	8	

Site	Department	Make	TX Model	TX S/N	RX Model	RX S/N	TX FREQ	TXPL	RX FREQ	RXPL	PWR	NB
Carville	Fire 1 (Fire)	Kenwood	TKR-740-1	10900112	TKR-740-1	10900112	154.785	114.8	158.760	156.7	DC	Y
Carville	Fire 2 (COM NET)	Kenwood	TKR-740-1	10900102	TKR-740-1	10900102	154.415	167.9	158.925	151.4	DC	Y
Carville	MEDCOMM	Not Present										
Carville	Sheriff	Daniels	VT-4E150-00-800	unknown	VR-4E150-A0-000	unknown	154.860	110.9	159.210	136.5	DC	Y
Dispatch	CHP MONITOR	Uniden Bearcat	BC350A	16008598								Y
Dispatch	CLEMARS	Motorola	Astro	374CEG0262								Y
Dispatch	COUNTY NET	Motorola	MSR2000	482CML0091	Base on Oregon							N
Dispatch	EMERGENCY	Motorola	GM300	159TVQG341	needs replacing							N
Dispatch	Fire 1 (Fire)	Kenwood	TKR-751	B0500005	Base on Oregon							Y
Dispatch	Fire 2 (COM NET)	Not Present										
Dispatch	OES	Daniels	State Property									
Dispatch	OES AMPLIFIER	Crescend	P15-5EA1-C1-001	4111688								
Dispatch	OES POWER SOURCE	Astron	RM-60A	201050027								
Dispatch	Sheriff	Motorola Astro Spectra		374CEG3772								Y
Hayfork Bally	Fire 1 (Fire)	Daniels	VT-4E150-00-800	105758	VR-4E150-A0-000	105980	154.785	114.8	158.760	107.2	DC	Y
Hayfork Bally	Fire 2 (COM NET)	Daniels	VT-4E150-00-800	105749	VR-4E150-A0-000	106006	154.415	167.9	158.925	127.3	DC	Y
Hayfork Bally	MEDCOMM	Daniels	VT-4E150-SWC200		VR-4E150-00-000	130559	463.125	136.5	468.125	136.5/167.9	DC	N
Hayfork Bally	Public Works	Daniels	VT-4E150-00-800	105759	VR-4E150-A0-000	106001	155.115	110.9	155.925	100.0	DC	Y
Hayfork Bally	Sheriff	Daniels	VT-4E150-00-800	105762	VR-4E150-A0-000	105998	154.860	218.1	159.210	103.5	DC	Y
Horse Mtn	Fire 1 (Fire)	Not Present										
Horse Mtn	Fire 2 (COM NET)	Not Present										
Horse Mtn	MEDCOMM	Present but undocumented										
Horse Mtn	Public Works	Motorola MSR2000	C73KSB3105BT	482CML0083	C73KSB3105BT	482CML0083	155.115	110.9	155.925	151.4	AC/DC	N
Horse Mtn	Sheriff	Motorola MSR2000	C73KSB3105BT	482CML0086	C73KSB3105BT	482CML0086	154.860	218.1	159.210	146.2	AC/DC	N
Ironside Mtn	Fire 1 (Fire)	Motorola R1225	M43GRC90C2AA	780TDE1325	M43GRC90C2AA	780TDE1325	154.785	114.8	158.760	141.3	DC	Y
Ironside Mtn	Fire 2 (COM NET)	Not Present										
Ironside Mtn	MEDCOMM	Not Present										
Ironside Mtn	Public Works	Daniels						110.9		136.5		
Ironside Mtn	Sheriff	Motorola R1225	M43GRC90C2AA	780TDE1326	M43GRC90C2AA	780TDE1326	154.860	110.9	159.210	141.3	DC	Y
Oregon Mtn	Fire 1 (Fire)	Daniels	VT-4E150-00-800	105754	VR-4E150-A0-000	106000	154.785	114.8	158.760	114.8	AC/DC	Y
Oregon Mtn	Fire 2 (COM NET)	Daniels	VT-4E150-00-800	105752	VR-4E150-A0-000	105997	154.415	167.9	158.925	167.9	AC/DC	Y
Oregon Mtn	MEDCOMM	Motorola Quantar	T5365A	448CCP0035	T5365A	448CCP0035	463.125	151.4	468.125	151.4/167.9	AC/DC	Y
Oregon Mtn	Public Works	Daniels	VT-4E150-00-800	105753	VR-4E150-A0-000	106038	155.115	110.9	155.925	110.9	AC/DC	Y
Oregon Mtn	Sheriff	Daniels	VT-4E150-00-800	105755	VR-4E150-A0-000	106002	154.860	218.1	159.210	127.3	AC/DC	Y
Pickett Peak	Fire 1 (Fire)	Daniels	VT-4E150-00-800	105725	VR-4E150-A0-000	106039	154.785	114.8	158.760	131.8	DC	Y
Pickett Peak	Fire 2 (COM NET)	Daniels	VT-4E150-00-800	105750	VR-4E150-A0-000	106035	154.415	167.9	158.925	114.8	DC	Y
Pickett Peak	MEDCOMM Link MED-1	Kenwood	TKR-850	00400207	TKR-850	00400207	468.000	127.3	463.000	127.3	DC	Y
Pickett Peak	MEDCOMM MED-8???	Kenwood	TKR-850	00300195	TKR-850	00300195	453.175	146.2	458.175	146.2/100.0	DC	Y
Pickett Peak	Public Works	Daniels	VT-4E150-00-800	105757	VR-4E150-A0-000	106005	155.115	110.9	155.925	123.0	DC	Y
Pickett Peak	Sheriff	Daniels	VT-4E150-00-800	105761	VR-4E150-A0-000	105999	154.860	218.1	159.210	118.8	DC	Y

Site Surveys 2011

Site	Department	Make	TX Model	TX S/N	RX Model	RX S/N	TX FREQ	TXPL	RX FREQ	RXPL	PWR	NB
Carville	County Net (PW)	Not Present										
Carville	Fire 1	Kenwood	TKR-740-1	10900112	TKR-740-1	10900112	155.085	151.4	158.790	151.4	DC	Y
Carville	Fire 2 (Command Net)	Kenwood	TKR-740-1	10900102	TKR-740-1	10900102	154.415	151.4	158.925	151.4	DC	Y
Carville	MEDCOMM	Not Present										
Carville	Sheriff	Daniels	VT-4E150-00-800	Unknown	VR-4E150-A0-000	Unknown	154.860	110.9	159.210	?	DC	Y
Hayfork Bally	County Net (PW)	Daniels	VT-4E150-00-800	105759	VR-4E150-A0-000	106001	155.115	110.9	155.925	100.0	DC	Y
Hayfork Bally	Fire 1	Daniels	VT-4E150-00-800	105758	VR-4E150-A0-000	105980	154.785		158.760	107.2	DC	Y
Hayfork Bally	Fire 2 (Command Net)	Daniels	VT-4E150-00-800	105749	VR-4E150-A0-000	106006					DC	Y
Hayfork Bally	MEDCOMM	Removed at this time										
Hayfork Bally	Sheriff	Daniels	VT-4E150-00-800	105762	VR-4E150-A0-000	105998	154.860	110.9	159.210	103.5	DC	Y
Horse Mtn	County Net (PW)**	Motorola MSR2000	C73KSB3105BT	482CML0083	C73KSB3105BT	482CML0083	155.115	110.9	155.925	136.5	AC/DC	N
Horse Mtn	Fire 1	Not Present										
Horse Mtn	Fire 2 (Command Net)	Not Present										
Horse Mtn	MEDCOMM	Not Present										
Horse Mtn	Sheriff	Motorola MSR2000	C73KSB3105BT	482CML0086	C73KSB3105BT	482CML0086	154.860	110.9	159.210	146.2	AC/DC	N
Ironside Mtn	County Net (PW)	Not Present										
Ironside Mtn	Fire 1	Not Present										
Ironside Mtn	Fire 2 (Command Net)	Not Present										
Ironside Mtn	MEDCOMM	Not Present										
Ironside Mtn	Sheriff	Motorola R1225	M43GRC90C2AA	780TDE1326	M43GRC90C2AA	780TDE1326	154.860	110.9	159.210	?	?	Y
Oregon Mtn	County Net (PW)	Daniels	VT-4E150-00-800	105753	VR-4E150-A0-000	106038	155.115	110.9	155.925	110.9	AC/DC	Y
Oregon Mtn	Fire 1	Daniels	VT-4E150-00-800	105754	VR-4E150-A0-000	106000					AC/DC	Y
Oregon Mtn	Fire 2 (Command Net)	Daniels	VT-4E150-00-800	105752	VR-4E150-A0-000	105997					AC/DC	Y
Oregon Mtn	MEDCOMM	Motorola Quantar	T5365A	448CCP0035	T5365A	448CCP0035	463.125	151.4	468.125	151.4/167.9	AC/DC	Y
Oregon Mtn	Sheriff	Daniels	VT-4E150-00-800	105755	VR-4E150-A0-000	106002	154.860	110.9	159.210	127.3	AC/DC	Y
Pickett Peak	County Net (PW)	Daniels	VT-4E150-00-800	105757	VR-4E150-A0-000	106005	155.115	110.9	155.925	123.0	DC	Y
Pickett Peak	Fire 1	Daniels	VT-4E150-00-800	105725	VR-4E150-A0-000	106039					DC	Y
Pickett Peak	Fire 2 (Command Net)	Daniels	VT-4E150-00-800	105750	VR-4E150-A0-000	106035	154.415		158.925		DC	Y
Pickett Peak	MEDCOMM LINK MED-1	Kenwood	TKR-850	00400207	TKR-850	00400207	468.000	127.3	463.000	127.3	DC	Y
Pickett Peak	MEDCOMM MED-8	Kenwood	TKR-850	00300195	TKR-850	00300195	453.175	146.2	458.175	146.2/100.0	DC	Y
Pickett Peak	Sheriff	Daniels	VT-4E150-00-800	105761	VR-4E150-A0-000	105999	154.860	110.9	159.210	118.8	DC	Y
Dispatch	CHP Monitor	Uniden Bearcat	BC350A	16008598								Y
Dispatch	Clemars	Motorola	Astro	374CEG0262								Y
Dispatch	County Net (PW)	Motorola	MSR2000	482CML0091	Base at Oregon Mtn							N
Dispatch	Emergency	Motorola	GM300	159TVQG341	(needs replacing)							N
Dispatch	Fire 1	Kenwood	TKR-751	B0500005	Base at Oregon Mtn							Y
Dispatch	Fire 2 (Command Net)	Not present										
Dispatch	Sheriff	Motorola	Astro	374CEG3772								Y
Dispatch	OES	Daniels	"State Property"									
Dispatch	OES Power Source	Astron	RM-60A	201050027								
Dispatch	OES Amplifier	Crescend	P15-5EA1-C1-001	4111688								
**	County Net (PW) is soon to be replaced with a Danials Repeater											

TRINITY COUNTY
Item Report 3.18

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Transportation	Panos Kokkas	623-1365

3.18 Agreement - County Propane Contract

Requested Action:

Award to Campora Propane the contract to supply propane to Trinity County for Schedule I and II.

Fiscal Impact:

Approximately $14,333.43 per fiscal year plus the California Department of General Services Publication "Consolidated Weekly Fuel Posting" propane prices at the time of delivery based on usage between multiple County Departments

Summary:

This Agreement provides for a continuing supply of propane to the various Department of Transportation facilities, and other County Departments. Purchase of propane is budgeted within each Department's utility budget line item.

The method of delivery for propane is via a storage tank, meter, and lines to the heating source (delivery system). For County owned facilities, the delivery system is owned by the County, whereas for some facilities that are rented, the delivery system is owned by the service provider. When the delivery system is owned by the service provider, its use is proprietary to that provider

Discussion:

The Department of Transportation (DOT) sent out six bid packages to area propane dealers and two bids were received. The bids were based on the differential price only. Actual cost to the County will be differential price plus the California Department of General Services Publication "Consolidated Weekly Fuel Posting" propane prices at the time of delivery. These bid amounts are based on estimated quantities of propane used. Fiscal Impact will be based upon actual price of propane at delivery, and actual amount delivered.

Campora Propane Service was the low bidder on Schedules I and II for the amount of $14,333.43, see attached bid summary. Staff has verified the bids and found no bid irregularities.

Agreements will be in effect from July 1, 2022 to June 30, 2025.

Alternatives Including Financial Implications:

Deny and direct staff

Departmental Recommendation:

Approve the Agreement as written

ATTACHMENTS:

Description

RFQ

Bid Summary

Agreement

Exhibit A

Schedule I proposal

Schedule II proposal

May 16, 2022

---- REQUEST FOR QUOTATION ----

To Whom It May Concern:

Please quote us your best price on the following:

To furnish the County of Trinity with LPG (propane) and rental tanks in accordance with the attached schedule of delivery points and estimated quantities.

Award will be made to the lowest responsible vendor. Trinity County Code Section 3.08.086 grants a five percent (5%) bid preference to local bidders, bid preference does not apply to the base price. The contract period shall begin July 1, 2022 and end June 30, 2025.

The successful vendor will be required to maintain each tank at no less than 20% of capacity at all times, and shall be prepared to make deliveries to any location regardless of weather with the exception of radio repeater sites as noted hereafter. In this regard, vendors may be required to furnish evidence of adequate equipment and facilities necessary to meet the needs of the County.

The successful vendor will also be required to provide technical support for County owned facility repairs and maintenance of equipment. Please provide us with your hourly rates as indicated on Exhibit B of the attached contract.

The radio repeater site on Hayfork Bally shall be topped off as late in the fall, and as early in the spring as practical. Mid-winter deliveries to these sites are not possible.

The quantities of LPG listed on the attached schedules are estimates only, being given as a basis for comparison of proposals, and the County of Trinity does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase/decrease the amount as may be deemed necessary or advisable by the County.

Quoted prices shall include all State and/or Federal taxes except State sales tax which is to be applied to the totals and shown separately on each schedule.

Propane prices may vary on a daily basis as identified in the California Department of General Services Publication "Consolidated Weekly Fuel Posting" - San Francisco (BPN).

For the purpose of this proposal the prices quoted shall be based on differential price only. At the time of delivery, propane prices will be based on the California Department of General Services Publication "Weekly Fuel Posting" - San Francisco (BPN) prices, plus **differential**. **The week of May 6, 2022 to May 12, 2022 of said publication, is enclosed for your convenience.** This publication is available at the Department of General Services web site https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Liquefied-Petroleum-Gas-Fuel-Postings

Tank rental costs shall be listed where designated on each schedule, shall be for the full term of the contract and shall also include the cost, if any, of changing over from any previous supplier's tank. Sheets 1 and 2 identify the location, size and ownership of the various tanks.

All billings for locations on Schedule I shall be sent to, Trinity County Department of Transportation, P.O. Box 2490, Weaverville, California, 96093.

Billings for locations on Schedule II shall be sent to the following agencies:

"C" Weaverville Library, P.O. Box 1226, Weaverville, California 96093
"D" Health and Human Services P.O. Box 399, Weaverville, California 96093
"E" Building Dept, P.O. Box 2490, Weaverville, California 96093
"F" Trinity County Sheriff Department, P.O. Box 1228, Weaverville, California 96093
"G" All others, General Services Department, P.O. Box 2700, Weaverville, California 96093
"H" Juvenile Detention Facility, P.O. Box 158, Weaverville, California 96093
"I" Jack Jackson Museum, PO Box 333, Weaverville, California 96093
"K" Trinity County Public Health, P.O. Box 1470, Weaverville, Ca 96093

Proposals must be in writing, in a sealed envelope plainly marked **"PROPOSAL NO. 22-PROPANE"** and be delivered to the Department of Transportation, 31301 State Highway 3, Weaverville, California, no later than 3:00 p.m., on , June 21, 2022 at which time and place they will be publicly opened. The right is reserved to reject any or all proposals and to reconcile any irregularity in any proposal.

If you have any questions contact Lisa McNeely at (530) 623-1365.

THIS IS NOT AN ORDER:

Signed: _____

PANOS KOKKAS
DIRECTOR

TRINITY COUNTY
BID SUMMARY

Bids Recorded By: Harry Hagaman

22-PROPANE

Bids Opened By: Lisa McNeely

Date: June 21, 2022
Time: 3:00 PM

Name and Address of Bidder(s):		Schedule I	Schedule II	Schedule III
1) Amerigas 1614 E. Main St. PO Box 2670 Weaverville, CA 96093 530 623-2356	Gross Bid 5% Pref. Net Bid	4,105.53 ✓	12,705.37 ✓	
2) Campora Propane Service PO Box 1146 Weaverville, CA 96093 530 623-2372	Gross Bid 5% Pref. Net Bid	3,938.22 ✓	10,395.21 ✓	
3) Proflame 1400 Beltline Rd. Redding, CA 96003 530 246-2265	Gross Bid 5% Pref. Net Bid			
4) Sequoia Gas Co. 926 Main St. Fortuna, CA 95540 707 725-4465	Gross Bid 5% Pref. Net Bid			
5) ER Energy 18721 Old Oasis Road Redding, CA 96003 530 244-0310 Fax 530 244-0330	Gross Bid 5% Pref. Net Bid			
6) Suburban Propane 18691 Old Oasis Rd. Redding, Ca 96003 530-241-3231	Gross Bid 5% Pref. Net Bid			

AGREEMENT FOR SUPPLYING COUNTY OF TRINITY WITH PROPANE AND TANKS

THIS AGREEMENT made this 5th day of July, 2022, by and between the county of Trinity a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Campora Propane, hereinafter referred to as "VENDOR".

W I T N E S S E T H:

WHEREAS, COUNTY has requested quotations for the furnishing of propane and propane tanks; and WHEREAS, VENDOR has submitted a proposal in response to the COUNTY's request.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with propane and propane tanks as outlined on COUNTY'S "Request for Quotation" dated May 16, 2022.

2. Propane and propane tanks delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.

3. Propane prices vary on a daily basis as identified in the California Department of General Services Publication "Consolidated Weekly Fuel Posting" - San Francisco (BPN) (an example is attached as Exhibit 2), and will be in addition to, a per gallon differential as quoted in Exhibit 1.

4. To the extent possible, VENDOR shall make fuel deliveries during working days and when COUNTY personnel are present.

5. A copy of the delivery ticket, with price, shall be left at the yard, showing the above information, date and time. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes. Payment will be monthly according to the schedule established by the Auditor/Controller's Office.

6. It is understood by the parties and agreed that COUNTY, its officers, agents and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of VENDOR while engaged in complying with any of the terms of this Agreement. VENDOR agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of VENDOR.

7. VENDOR further agrees to maintain Insurance Requirements as shown in Exhibit A (copy attached)

8. This Agreement shall cover the period of July 1, 2022, through June 30, 2025.

9. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.

10. The documents comprising the Agreement include the "Request for Quotation", and Proposal Form, including "Schedules I and II" thereof and the proposal documents furnished by VENDOR dated 6-15-22.

11. In the event that VENDOR subcontracts for delivery, all payments will be made directly to VENDOR.

12. COUNTY reserves the right to limit quantities at specified delivery points upon notice to VENDOR by COUNTY.

13. VENDOR shall provide technical support for County owned facility repairs and maintenance of equipment based on hourly rates shown on Exhibit B.

14. Failure to comply with any of the provisions of this Agreement on part of VENDOR, may result, at COUNTY'S discretion, in immediate termination of the Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

"VENDOR"

BY: Mike MacLaren

Campora Propane

Weaverville, CA

"COUNTY"

BY: _____

Dan Frasier, Chairman
Board of Supervisors
County of Trinity

Exhibit A

INSURANCE REQUIREMENT FOR VENDORS

Vendor 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 work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Vendor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and

2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and

3. Vendors Pollution Liability applicable to the work being performed.

4. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Vendor shall maintain limits no less than:

1. **Commercial General Liability** (CGL): 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 no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit

2. A**utomobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. V**endors Pollution Liability** applicable to the work being performed, with a limit no less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

4. W**orkers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The County, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.

   b. The Vendor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Vendor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.

   d. Coverage shall state that a Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Vendor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

F. Verification of Coverage

Vendor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Trinity County LPG & Tanks

Proposal Form
SCHEDULE I

NAME OF VENDOR: Campora Propane

ADDRESS: 1766 Main St. Weaverville, CA 96093

PHONE/FAX NUMBER(S): 530 623-2372

The following is our differential rate quote for furnishing the County of Trinity with LPG & Tanks, delivered to the locations shown and furnishing rental tanks as required.

This quote does not include the actual cost of LPG. The LPG price is in addition to the differential rate, and is based on the California Department of General Services Publication "Weekly Fuel Posting" - San Francisco (BPN) prices.

TOTAL SCHEDULE I $ 3938.22

Vendor shall list here the name and address of the supplier(s) from whom they will obtain the fuel products on which this proposal is based.

UPE Anderson, CA

BY (print): Mike MacLaren

TITLE: General Manager

TELEPHONE: 530 739-8960

SIGNATURE: [signature] DATE: 6-15-22

SCHEDULE I
Department of Transportation

Schedule to be completed, signed and attached to your regular contract Proposal Form. When so executed, the information contained herein will be considered as part of your Proposal as fully as though set forth in detail in your regular Proposal Form. The Quantity figures supplied herein are the estimated quantities required at the various delivery points during a contract year and are based on the past 12 months' experience.

DELIVERY POINT	STORAGE CAPACITY	EST QUANTITY A	x	DIFFERENTIAL PRICE B	=	TOTAL C	TANK RENTAL
Trinity Center Shop	250	600		.29		174.00	Ø
Lewiston Shop	500	600		.29		174.00	Ø
Wvl. Office	1150	3000		.28		840.00	Ø
Wvl. Shop	1150	5500		.27		1485.00	Ø
Wvl Misc.	Bottles	150		.25		37.50	Ø
Hawkins Bar Shop	250	350		.29		101.50	Ø
Hayfork Shop	250	1000		.28		280.00	Ø
Hayfork Bally	1150	1000		.29		290.00	Ø
Hayfork Bally	1150	1000		.29		290.00	Ø

SUBTOTAL, VALUE OF DIFFERENTIAL (Col. C) 3672.00

7.25% SALES TAX 266.22

TANK RENTAL (include tax if applicable) Ø

TOTAL SCHEDULE I $ 3938.22

Vendor: Campora Propane

Date: 6-15-22 Signed:

Trinity County LPG & Tanks

Proposal Form
SCHEDULE II

NAME OF VENDOR: Campora

ADDRESS: 1766 Main St. Weaverville, CA 96093

PHONE/FAX NUMBER(S): 530 623-2372

The following is our differential rate quote for furnishing the County of Trinity with LPG & Tanks, delivered to the locations shown and furnishing rental tanks as required.

This quote does not include the actual cost of LPG. The LPG price is in addition to the differential rate, and is based on the California Department of General Services Publication "Weekly Fuel Posting" - San Francisco (BPN) prices

TOTAL SCHEDULE II $ 10,395.21

Vendor shall list here the name and address of the supplier(s) from whom he will obtain the fuel products on which this proposal is based.

UPE Anderson, CA

BY: Mike MacLaren

TITLE: General Manager

TELEPHONE: 530 739-8960

SIGNATURE: [signature] DATE: 6-15-22

Other County Departments

Schedule to be completed, signed and attached to your regular contract Proposal Form. When so executed, the information contained herein will be considered as part of your Proposal as fully as though set forth in detail in your regular Proposal Form. The Quantity figures supplied herein are the estimated quantities required at the various delivery points during a contract year and are based on the past 12 months' experience.

DELIVERY POINT	STORAGE CAPACITY	EST QUANTITY A	x	DIFFERENTIAL PRICE B	=	TOTAL C	TANK RENTAL
Lowden Park	250	1500		.27		405.00	∅
Lowden Park	495	500		.25		125.00	∅
Wvl. Library	500	2000		.27		540.00	∅
Vets/CD Hall	1150	1000		.28		280.00	∅
Sheriffs Office/Jail	4000	12000		.27		3240.00	∅
Juvenile Asses/Ctr	2000	6500		.27		1755.00	∅
Animal Shelter	500	900		.25		225.00	∅
Solid Waste	1000	3000		.27		810.00	∅
Building	400	1000		.27		270.00	∅
Lowden Park – Teen	287	650		.25		162.50	∅
Jack Jackson Museum TANK is gone Electric only	500	4800		N/A		∅	∅
Public Health - Gen	500	500		.25		125.00	∅
OES	500	1500		.27		405.00	∅
Planning	500	5000		.27		1350.00	∅

SUBTOTAL, VALUE OF DIFFERENTIAL (Col. C) 9692.50

7.25% SALES TAX 702.71

TANK RENTAL (include tax if applicable) ∅

TOTAL SCHEDULE II $ 10,395.21

Vendor: Campora Propane

Date: 6-15-22 Signed:

EXHIBIT B
REPAIRS AND MAINTENANCE HOURLY RATES
All County Departments

Schedule to be completed, signed and attached to your regular contract Proposal Form. When so executed, the information contained herein will be considered as part of your Proposal as fully as though set forth in detail in your regular Proposal Form.

Hourly Service, Call out and Diagnostic Rates, Including Travel Time. Exclude Parts.

1. Regular Business Hours Hourly Rate:

   Weaverville Area: $ 50.00 + $ Ø travel time = $ 50.00

   Hayfork Area: $ 50.00 + $ Ø travel time = $ 50.00

   Trinity Center Area: $ 50.00 + $ Ø travel time = $ 50.00

2. After Hours Saturday / Sunday Rates:

   Weaverville Area: $ 50.00 + $ Ø travel time = $ 50.00

   Hayfork Area: $ 50.00 + $ Ø travel time = $ 50.00

   Trinity Center Area: $ 50.00 + $ Ø travel time = $ 50.00

TRINITY COUNTY
Item Report 3.19

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Transportation	Panos Kokkas	623-1365

3.19 Agreement - Hunt & Sons, Inc. Sch III Lubricants (22-082A)

Requested Action:

Award to Hunt & Sons, Inc., the contract to supply Schedule III Lubricants for the Department of Transportation (DOT) North County Facilities for the period of July 1, 2022 through December 31, 2022, and authorize the Director of Transportation to sign any amendments to the agreement.

Fiscal Impact:

Approximately $63,097.28 from DOT Funds

Summary:

Schedule III Lubricants is specific to the North County area, and delivers product to the Weaverville DOT facility. It is ordered and delivered as needed for maintenance and operational purposes.

Discussion:

DOT sent out six bids packages to the area fuel distributors, three bids were received. Hunt & Son was the low bidder on Schedule III.

The agreement allows for the option to extend for one additional year by mutual consent of both parties.

Alternatives Including Financial Implications:

Deny the agreement and advise staff

Departmental Recommendation:

Denial of the agreement could potentially result in increased lubricants costs.
It is staff's recommendation that the Board approve the agreement with Hunt & Sons, Inc.

ATTACHMENTS:

Description

RFQ

Bid Summary
Agreement
Schedules

TRINITY COUNTY
DEPARTMENT OF TRANSPORTATION
P.O. BOX 2490, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1365 FAX (530) 623-5312
Email; tcdot@trinitycounty.org

May 18, 2022

------ REQUEST FOR QUOTATION ------

To Whom It May Concern:

Please quote us your best price on the following:

To furnish the County of Trinity with lubricants in accordance with the attached schedule of delivery points and estimated contract quantities. The successful vendor shall be prepared to make deliveries within 36 hours to any point in Trinity County where the County maintains storage facilities regardless of the weather. In this regard, vendors may be required to furnish evidence of adequate equipment and facilities necessary to meet the needs of the County.

A contract for these products will be let per individual schedule and award will be made to the lowest responsible vendor for each schedule. Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders. For bid purposes the value of the fuel is set by formula and is equal for all bidders. The value for the five percent (5%) preference will be based on the total of the extended value of the "Differential Price" for each product at each location as it is the only bidder variable element in the request for quotation. The contract period shall be for (6) Months, beginning July 1, 2022 and ending December 31, 2022, with an option to extend for one year by mutual consent between COUNTY and SUPPLIER.

The quantities of products listed on the attached schedules are estimates only, being given as a basis for comparison of proposals, and the County of Trinity does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase/decrease the amount as may be deemed necessary or advisable by the County.

Lubricants described in Schedule III and IV are a Chevron company brand however comparable products produced by other lubricant producers are permitted so long as the product specifications and recommended uses are substantially equivalent or exceed those of the specified Chevron product. Where a lubricant is substituted for a specified Chevron product the bidder is required to list the brand and trade name of the product in the space provided below the Chevron product description. For bid purposes no other Chevron product will be considered "or equal" to the specified Chevron product. **An Addendum has been attached to this RFQ to list previously approved "or equals". Use of any other equivalent requires approval, at the latest, five working days prior to bid opening.** If the equivalent is approved, an addendum will be issued two days prior to bid opening, advising of the approved equivalent.

Schedule III – Lubricants prices shall be F.O.B. Weaverville, California.
Schedule IV – Lubricants prices shall be F.O.B. Ruth, California.

During the term of this agreement individual item or items unit price may be increased when the successful bidder can demonstrate to the satisfaction of the County that **wholesale unit cost of such item or items has increased by five percent (5 %) or more since the inception of the contract.** The increased cost to the County shall be limited to the absolute amount, in dollars or fractions thereof, of the increase in the wholesale cost of the item or items. **Increases shall become effective from the date the County receives notification of the increase and shall not be retroactive to prior transactions.**

See Exhibit A (attached) for insurance requirements enforced by the County.

Proposals must be in writing, sealed in an envelope plainly marked 'PROPOSAL NO. 22-LUBRICANTS" and be delivered to the Dept of Transportation, 31301 State Hwy 3, PO Box 2490, Weaverville, California 96093, no later than 2:00 P.M. June 21, **2022** at which time and place they will be publicly opened. The right is reserved to reject any or all proposals and to reconcile any irregularity in any proposal.

If there are any questions, contact our office at (530) 623-1365.

THIS IS NOT AN ORDER

PANOS KOKKAS
DIRECTOR OF TRANSPORTATION

Quoted prices shall not include any State or Federal highway taxes or excise tax. Please specify these taxes separately where indicated. California State sales taxes are to be applied to the totals and shown separately on each schedule.

Exhibit 1

COUNTY OF TRINITY
STATE OF CALIFORNIA

NOTICE TO BIDDERS

FOR
COUNTY FUEL AND LUBRICANTS - REQUEST FOR QUOTATION
IN TRINITY COUNTY, CALIFORNIA

CONTRACT NO. 22-006

ADDENDUM NO. 1
May 18, 2022

TO THE LUBRICANTS SCHEDULE III AND SCHEDULE IV FOR CONTRACT NO. 22-006:

Item No. 1: The following Use of Equivalent has been approved;

- Havoline Pro DS 0W-20 Synthetic Motor Oil
- Petro Canada Supreme - 0W-20 Synthetic Motor Oil
- Petro Canada Duron - 5W-40 Synthetic
- Tomlin 5W-40 HD Synthetic
- Petro Canada Duron - 15W-40 Motor Oil
- Tomlin – 15W-40 Motor Oil
- Petro Canada DuraDrive Synthetic MV – Automatic Transmission Fluid
- Petro Canada – Power Drive – Drive Train Fluid 10W & 30W & 50W-T04
- Tomlin – Drive Train Fluid 10W & 30W & 50W-TO4
- Tomlin – Drive Train Fluid
- Petro Canada Duratran – Drive Train Fluid
- Petro Canada – Universal Gear Oil 80W-90
- Tomlin / Valvoline - Universal Gear Oil 80W-90
- Tomlin / Valvoline - Universal Gear Oil 75W-140 Synthetic
- Petro Canada – Universal Gear Oil 75W-140 Synthetic
- Tomlin – Grease
- Perless Red Tacky - Grease

ADDENDUM ISSUED BY

Panos Kokkas

PANOS KOKKAS, DIRECTOR
DEPARTMENT OF TRANSPORTATION

TRINITY COUNTY

BID SUMMARY

PROPOSAL NO. 22-Lubricants

Date: June 21, 2022
Time: 2:00 PM

Recorded By: Randy Cessna

Opened By: Lisa McNeely

Engineers Estimate: N/A

Budgeted Amount: N/A

Name and Address of Bidders:

		Schedule I	Schedule II	Schedule III	Schedule IV
1) Redwood Coast Fuel 3134 Jacobs Ave, Ste B Eureka, Ca 95501 eric.sirks@reladyne.com	Gross Bid	$	$	$ 86,302.59	$ 30,237.15
	5% Pref.				
	Net Bid			86233.15	30551.66
		$	$	$	$
2) Cross Petroleum 2340 Wyndham Lane Redding, CA 96001 sglen@crosspetroleum.com	Gross Bid	$	$	$ 83,172.60	$ 30,168.85
	5% Pref.				
	Net Bid	$	$	$ 83176.88	$ 30068.85
3) L & M Renner, Inc. 1100 W 14th St Eureka, Ca 95501	Gross Bid	$	$	$	$
	5% Pref.				
	Net Bid	$	$	$	$
4) Hunt & Sons, Inc. 7211 Sands Lane Anderson, Ca 96007 kgranberry@huntnsons.com	Gross Bid	$	$	$ 63,097.28	$ -0-
	5% Pref.			~~62912.91~~	
	Net Bid	$	$	$	$
5) Redding Oil Company 4990 Mountain Lakes Blvd Redding, CA 96003	Gross Bid	$	$	$	$
	5% Pref.				
	Net Bid	$	$	$	$
6) Interstate Oil Company 2940 Arcade Way Redding, Ca 96002 jkelly@interstateoil.com	Gross Bid	$	$	$	$
	5% Pref.				
	Net Bid	$	$	$	$

AGREEMENT FOR SUPPLYING COUNTY OF TRINITY WITH PETROLEUM PRODUCTS

THIS AGREEMENT made this 5th day of July, 2022, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and, Hunt & Sons, Inc hereinafter referred to as "SUPPLIER".

WITNESSETH:

WHEREAS, COUNTY has requested quotations for the furnishing of various petroleum products; and WHEREAS, SUPPLIER has submitted a proposal in response to the COUNTY'S request.

NOW, THEREFORE, IT IS MUTALLY AGREED AS FOLLOWS:

1. SUPPLIER agrees to furnish the COUNTY with certain petroleum products outlined on COUNTY'S "Request for Quotation" dated May 18, 2022.

2. Lubricant products delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein, and the following material specifications:

Schedules III and IV, Lubricant prices shall be as bid. However, individual item or items prices may be increased when the successful bidder can demonstrate to the satisfaction of the County that wholesale unit cost of such item or items has increased by five percent (5 %) or more since the inception of this Agreement.

The increased cost to the County shall be limited to the absolute amount, in dollars or fractions thereof, of the increase in the wholesale unit cost of the item or items. Increases shall become effective from the date the County receives notification of the increase(s) and shall not be retroactive to prior transactions.

3. To the extent possible, SUPPLIER shall make deliveries during working days and when COUNTY personnel are present.

4. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes and to start computation of billing periods. Payment will be according to the schedule established by the Auditor/Controller's Office.

5. It is understood by the parties and agreed that COUNTY, its officers, agents and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of SUPPLIER while engaged in complying with any of the terms of this Agreement. SUPPLIER agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of SUPPLIER.

6. Insurance is required as shown in Exhibit A (copy attached)

7. This Agreement shall cover the period of July 1, 2022, through December 31, 2022, with the option to extend for one additional year by mutual consent between COUNTY and SUPPLIER.

8. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.

9. The documents comprising the Agreement include the "Request for Quotation", and Proposal Form, including "Schedules III & IV" thereof and the proposal documents furnished by SUPPLIER dated June 17, 2022.

10. In the event that SUPPLIER subcontracts for delivery, all payments will be made directly to SUPPLIER.

11. COUNTY reserves the right to limit quantities at specified delivery points upon notice to SUPPLIER by COUNTY.

12. Failure to comply with any of the provisions of this Agreement on part of SUPPLIER, may result, at COUNTY'S discretion, in immediate termination of the Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

COUNTY OF TRINITY:

By: _____
Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: _____

CONTRACTOR:

By: Hunt & Sons
Name: Zach James
Title.: Sales & Marketing Director
Date: 6-22-22

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

Exhibit A

INSURANCE REQUIREMENT FOR SUPPLIERS

Supplier 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 work hereunder by the Supplier, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Supplier's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and

2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and

3. Suppliers Pollution Liability applicable to the work being preformed

4. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Supplier shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Supplier has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage

3. Suppliers Pollution Liability applicable to the work being preformed, with a limit no less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year

4. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Supplier shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The County, its officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier; or automobiles owned, leased hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.

b. The Supplier's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Supplier's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.

d. Coverage shall state that a Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Supplier for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

F. Verification of Coverage

Supplier shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.

SCHEDULE III - LUBRICANTS

Schedule to be completed, signed and attached to your regular contract proposal form. When so executed, the information contained herein will be considered a part of your proposal as fully as though set forth in detail in your regular proposal form The quantity figures supplied herein are the estimated quantities required at the various delivery points during the contract year and are based on the past 12 months' experience.

Add sales tax where indicated. Prices shall be FOB Weaverville, CA.

PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
0W-20 Synthetic Motor Oil	Chevron Delo 400	4 - 12 cases 1qt c. (12 gal)	$17.38	$208.56 ✓
Or equal:			$ —	$ —
5W-40 Motor Oil	Chevron Delo 400 Synthetic for Diesel Engines	5 - 55 Gal. Barrel (275 gal)	$24.99	$6872.25 ✓
Or equal:			$ —	$ —
15W-40 Motor Oil	Chevron Delo 400 (Multi-Grade) LE	22-55 gal. bar. (1210 gal)	$13.99	$16927.90 ✓
		10-1 gal. cont. (10 gal)	$17.99	$179.90 ✓
		20 -5 gal. cont. (100 gal)	$14.99	$1499.00 ✓
Or equal:			$ —	$ —
ATF	Chevron Automatic Transmission Fluid, (Multipurpose III)	12 - Cases 1 qt. c. (36 Gal)	$12.99	$467.64 ✓
Or equal:			$ —	$ —
ATF	Chevron Automatic Transmission Fluid, PLUS 4	6 - Cases 1 qt. c. (18 Gal)	$22.99	$413.82 ✓
Or equal:			$ —	$ —
ATF	Chevron Automatic Transmission Fluid, LV Mercon	6 - Cases 1 qt. c. (18 Gal)	$17.99	$323.82 ✓
Or equal:			$ —	$ —
Drive Train Fluid	Chevron C-3 Oil 10W, TO4	3-55 gal. bar. (165 gal)	$14.19	$2341.35 ✓
		14-5 gal. bar. (70 gal)	$15.49	$1084.30 ✓
	Chevron C-3 Oil 30W - TO4	20-5 gal. bar. (100 gal)	$15.49	$1549.00 ✓
		12-55 gal. bar. (660 gal)	$14.19	$9365.40 ✓
	Chevron C-3 Oil 50W-TO4	20-5 gal. bar. (100 gal)	$15.99	$1599.00 ✓
Or equal:			$ —	$ —

PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
Drive Train Fluid	Chevron THF 1000	10 - 5 gal pail (50 gal)	$ 13.39	$ 669.50 ✓
Or equal:			$ —	$ —
Gear Oil	Chevron Universal Gear Lubricant 80W 90	4-120 lbs. bar (480 lbs)	$ 2.59	$ 1243.20 ✓
	Chevron Universal Gear Lubricant 75W 140 Synthetc	5-120 lbs. bar. (600 lbs)	$ 4.89	$ 2934.00 ✓
	Chevron Universal Gear Lubricant 75W 140 Synthetc	1 - Case 1 qt. c. (3 gallons)	$ 4.99 lb.	$ 112.28 ~~14.97~~
Or equal:			$ —	$ —
Grease	Chevron Ultra-Duty Grease NLG1, Grade 2 Red Hitac	1200 Cartridges (1371 lbs)	$ 3.49	$ 4784.79 ✓
Or equal:			$ —	$ —
Thinner	325 Thinner or equal	5-55 gal. bar (275 gal)	$ 11.99	$ 3297.25 ✓
Or equal:			$ —	$ —
DEF	Diesel Exhaust Fluid	10-55 gal. bar (550 gal)	$ 2.79	$ 1534.50 ✓
	Diesel Exhaust Fluid	2 - Totes (550 gal)	$ 2.59	$ 1424.50 ✓
Or equal:			$ —	$ —
			SUBTOTAL	$ 58831.96 ~~58,734.00~~
			7.25% SALES TAX	$ 4265.32 ~~4,258.20~~
			TOTAL SCHEDULE III	$ 63097.28 ~~63,992.91~~

Signature: Zachary Sims

Company Name: HUNT & SONS, INC

Date: 6-17-22

Schedule III Pg2

Lisa McNeely

From: Kelly Granberry <KGranberry@huntnsons.com>
Sent: Friday, June 24, 2022 3:04 PM
To: Lisa McNeely
Subject: RE: are you still there

The cases of the gts of g/l are 7.5 lbs per gallon. So 7.5X3=22.5 22.5X4.99=112.28

From: Lisa McNeely <lmcneely@trinitycounty.org>
Sent: Friday, June 24, 2022 2:53 PM
To: Kelly Granberry <KGranberry@huntnsons.com>
Subject: RE: are you still there

yes

From: Kelly Granberry <KGranberry@huntnsons.com>
Sent: Friday, June 24, 2022 2:51 PM
To: Lisa McNeely <lmcneely@trinitycounty.org>
Subject: are you still there

TRINITY COUNTY PETROLEUM PRODUCTS
PROPOSAL FORM
SCHEDULE III

NAME OF VENDOR: HUNT & SONS, INC.

ADDRESS:

DATE OF QUOTE: June 17, 2022

The following is our total quote for furnishing the County of Trinity with the various petroleum products computed at the current prices for delivery of the various listed fuel and lubrication products to the delivery locations shown.

TOTAL SCHEDULE III $ 63097.28

Vendor shall list here the name and address of the supplier(s) from whom he will obtain the fuel products on which this proposal is based.

All lubricants will come directly from Chevron

BY: ZACHARY JAMES

TITLE: Director of Sales & Marketing

TELEPHONE: 916-903-6630

SIGNATURE: Zachary James DATE: 6-22-22

TRINITY COUNTY
Item Report 3.20

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Transportation	Panos Kokkas	623-1365

3.20 Agreement - Valley Pacific Sch IV Lubricants (22-082B)

Requested Action:

Award to Valley Pacific / Cross Petroleum the contract for Schedule IV Lubricants for the Department of Transportation (DOT) South County Facilities for the period of July 1, 2022 through December 31, 2022, and authorize the Director of Transportation to sign any amendments to the agreement.

Fiscal Impact:

Approximately $30,068.85 from DOT funds

Summary:

Schedule IV Lubricants is specific to the South County area, and delivers product to the Ruth DOT facility. It is ordered and delivered as needed for maintenance and operational purposes.

Discussion:

DOT sent out six bid packages to the area fuel distributors, two bids were received for Schedule IV. Valley Pacific / Cross Petroleum was the low bidder on Schedule IV.

The agreement allows for the option to extend for one additional year by mutual consent of both parties.

Alternatives Including Financial Implications:

Deny the agreement and advise staff.

Departmental Recommendation:

Denial of the agreement could potentially result in increased lubricant costs.
It is staff's recommendation that the Board approve the agreement with Valley Pacific / Cross Petroleum.

ATTACHMENTS:

Description

RFQ

Bid Summary
Agreement
Schedules

TRINITY COUNTY
DEPARTMENT OF TRANSPORTATION
P.O. BOX 2490, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1365 FAX (530) 623-5312
Email; tcdot@trinitycounty.org

May 18, 2022

------ REQUEST FOR QUOTATION ------

To Whom It May Concern:

Please quote us your best price on the following:

To furnish the County of Trinity with lubricants in accordance with the attached schedule of delivery points and estimated contract quantities. The successful vendor shall be prepared to make deliveries within 36 hours to any point in Trinity County where the County maintains storage facilities regardless of the weather. In this regard, vendors may be required to furnish evidence of adequate equipment and facilities necessary to meet the needs of the County.

A contract for these products will be let per individual schedule and award will be made to the lowest responsible vendor for each schedule. Trinity County Code Section 3.08.080 grants a five percent (5%) bid preference to local bidders. For bid purposes the value of the fuel is set by formula and is equal for all bidders. The value for the five percent (5%) preference will be based on the total of the extended value of the "Differential Price" for each product at each location as it is the only bidder variable element in the request for quotation. The contract period shall be for (6) Months, beginning July 1, 2022 and ending December 31, 2022, with an option to extend for one year by mutual consent between COUNTY and SUPPLIER.

The quantities of products listed on the attached schedules are estimates only, being given as a basis for comparison of proposals, and the County of Trinity does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase/decrease the amount as may be deemed necessary or advisable by the County.

Lubricants described in Schedule III and IV are a Chevron company brand however comparable products produced by other lubricant producers are permitted so long as the product specifications and recommended uses are substantially equivalent or exceed those of the specified Chevron product. Where a lubricant is substituted for a specified Chevron product the bidder is required to list the brand and trade name of the product in the space provided below the Chevron product description. For bid purposes no other Chevron product will be considered "or equal" to the specified Chevron product. **An Addendum has been attached to this RFQ to list previously approved "or equals". Use of any other equivalent requires approval, at the latest, five working days prior to bid opening.** If the equivalent is approved, an addendum will be issued two days prior to bid opening, advising of the approved equivalent.

Schedule III – Lubricants prices shall be F.O.B. Weaverville, California.
Schedule IV – Lubricants prices shall be F.O.B. Ruth, California.

During the term of this agreement individual item or items unit price may be increased when the successful bidder can demonstrate to the satisfaction of the County that **wholesale unit cost of such item or items has increased by five percent (5 %) or more since the inception of the contract.** The increased cost to the County shall be limited to the absolute amount, in dollars or fractions thereof, of the increase in the wholesale cost of the item or items. **Increases shall become effective from the date the County receives notification of the increase and shall not be retroactive to prior transactions.**

See Exhibit A (attached) for insurance requirements enforced by the County.

Proposals must be in writing, sealed in an envelope plainly marked 'PROPOSAL NO. 22-LUBRICANTS" and be delivered to the Dept of Transportation, 31301 State Hwy 3, PO Box 2490, Weaverville, California 96093, no later than 2:00 P.M. June 21, 2022 at which time and place they will be publicly opened. The right is reserved to reject any or all proposals and to reconcile any irregularity in any proposal.

If there are any questions, contact our office at (530) 623-1365.

THIS IS NOT AN ORDER

PANOS KOKKAS
DIRECTOR OF TRANSPORTATION

Quoted prices shall not include any State or Federal highway taxes or excise tax. Please specify these taxes separately where indicated. California State sales taxes are to be applied to the totals and shown separately on each schedule.

Exhibit 1

COUNTY OF TRINITY
STATE OF CALIFORNIA

NOTICE TO BIDDERS

FOR
COUNTY FUEL AND LUBRICANTS - REQUEST FOR QUOTATION
IN TRINITY COUNTY, CALIFORNIA

CONTRACT NO. 22-006

ADDENDUM NO. 1
May 18, 2022

TO THE LUBRICANTS SCHEDULE III AND SCHEDULE IV FOR CONTRACT NO. 22-006:

Item No. 1: The following Use of Equivalent has been approved;

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- Petro Canada Supreme - 0W-20 Synthetic Motor Oil
- Petro Canada Duron - 5W-40 Synthetic
- Tomlin 5W-40 HD Synthetic
- Petro Canada Duron - 15W-40 Motor Oil
- Tomlin – 15W-40 Motor Oil
- Petro Canada DuraDrive Synthetic MV – Automatic Transmission Fluid
- Petro Canada – Power Drive – Drive Train Fluid 10W & 30W & 50W-T04
- Tomlin – Drive Train Fluid 10W & 30W & 50W-TO4
- Tomlin – Drive Train Fluid
- Petro Canada Duratran – Drive Train Fluid
- Petro Canada – Universal Gear Oil 80W-90
- Tomlin / Valvoline - Universal Gear Oil 80W-90
- Tomlin / Valvoline - Universal Gear Oil 75W-140 Synthetic
- Petro Canada – Universal Gear Oil 75W-140 Synthetic
- Tomlin – Grease
- Perless Red Tacky - Grease

ADDENDUM ISSUED BY

PANOS KOKKAS, DIRECTOR
DEPARTMENT OF TRANSPORTATION

TRINITY COUNTY

BID SUMMARY

PROPOSAL NO. 22-Lubricants

Date: June 21, 2022
Time: 2:00 PM

Recorded By: Randy Cessna

Opened By: Lisa McNeely

Engineers Estimate: N/A

Budgeted Amount: N/A

Name and Address of Bidders:

		Schedule I	Schedule II	Schedule III	Schedule IV
1) Redwood Coast Fuel 3134 Jacobs Ave, Ste B Eureka, Ca 95501 eric.sirks@reladyne.com	Gross Bid	$	$	$ 86,302.59	$ 30,237.15
	5% Pref.				
	Net Bid			86233.15	30551.66
		$	$	$	$
2) Cross Petroleum 2340 Wyndham Lane Redding, CA 96001 sglen@crosspetroleum.com	Gross Bid	$	$	$ 83,172.60	$ 30,168.85
	5% Pref.				
	Net Bid	$	$	$ 83176.88	$ 30068.85
3) L & M Renner, Inc. 1100 W 14th St Eureka, Ca 95501	Gross Bid	$	$	$	$
	5% Pref.				
	Net Bid	$	$	$	$
4) Hunt & Sons, Inc. 7211 Sands Lane Anderson, Ca 96007 kgranberry@huntnsons.com	Gross Bid	$	$	$ 63097.00	$ -0-
	5% Pref.			62992.91	
	Net Bid	$	$	$	$
5) Redding Oil Company 4990 Mountain Lakes Blvd Redding, CA 96003	Gross Bid	$	$	$	$
	5% Pref.				
	Net Bid	$	$	$	$
6) Interstate Oil Company 2940 Arcade Way Redding, Ca 96002 jkelly@interstateoil.com	Gross Bid	$	$	$	$
	5% Pref.				
	Net Bid	$	$	$	$

AGREEMENT FOR SUPPLYING COUNTY OF TRINITY WITH PETROLEUM PRODUCTS

THIS AGREEMENT made this 5th day of July, 2022, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and, VALLEY PACIFIC / CROSS PETROLEUM hereinafter referred to as "SUPPLIER".

WITNESSETH:

WHEREAS, COUNTY has requested quotations for the furnishing of various petroleum products; and WHEREAS, SUPPLIER has submitted a proposal in response to the COUNTY'S request.

NOW, THEREFORE, IT IS MUTALLY AGREED AS FOLLOWS:

1. SUPPLIER agrees to furnish the COUNTY with certain petroleum products outlined on COUNTY'S "Request for Quotation" dated May 18, 2022.

2. Lubricant products delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein, and the following material specifications:

Schedules III and IV, Lubricant prices shall be as bid. However, individual item or items prices may be increased when the successful bidder can demonstrate to the satisfaction of the County that wholesale unit cost of such item or items has increased by five percent (5 %) or more since the inception of this Agreement.

The increased cost to the County shall be limited to the absolute amount, in dollars or fractions thereof, of the increase in the wholesale unit cost of the item or items. Increases shall become effective from the date the County receives notification of the increase(s) and shall not be retroactive to prior transactions.

3. To the extent possible, SUPPLIER shall make deliveries during working days and when COUNTY personnel are present.

4. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes and to start computation of billing periods. Payment will be according to the schedule established by the Auditor/Controller's Office.

5. It is understood by the parties and agreed that COUNTY, its officers, agents and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of SUPPLIER while engaged in complying with any of the terms of this Agreement. SUPPLIER agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of SUPPLIER.

6. Insurance is required as shown in Exhibit A (copy attached)

7. This Agreement shall cover the period of July 1, 2022, through December 31, 2022, with the option to extend for one additional year by mutual consent between COUNTY and SUPPLIER.

8. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.

9. The documents comprising the Agreement include the "Request for Quotation", and Proposal Form, including "Schedules III & IV" thereof and the proposal documents furnished by SUPPLIER dated 06/20/22.

10. In the event that SUPPLIER subcontracts for delivery, all payments will be made directly to SUPPLIER.

11. COUNTY reserves the right to limit quantities at specified delivery points upon notice to SUPPLIER by COUNTY.

12. Failure to comply with any of the provisions of this Agreement on part of SUPPLIER, may result, at COUNTY'S discretion, in immediate termination of the Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

COUNTY OF TRINITY:

By: _____
Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: _____

CONTRACTOR:

By: VALLEY PACIFIC / CROSS PETROLEUM
Name: ROBERT ZACHARY
Title.: AREA MANAGER
Date: 6/20/22

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

Exhibit A

INSURANCE REQUIREMENT FOR SUPPLIERS

Supplier 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 work hereunder by the Supplier, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Supplier's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and

2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and

3. Suppliers Pollution Liability applicable to the work being preformed

4. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Supplier shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Supplier has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage

3. Suppliers Pollution Liability applicable to the work being preformed, with a limit no less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year

4. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Supplier shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The County, its officials, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier; or automobiles owned, leased hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.

b. The Supplier's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Supplier's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.

d. Coverage shall state that a Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Supplier for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

F. Verification of Coverage

Supplier shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to all of the requirements stated herein.

SCHEDULE IV - LUBRICANTS

Schedule to be completed, signed and attached to your regular contract proposal form. When so executed, the information contained herein will be considered a part of your proposal as fully as though set forth in detail in your regular proposal form The quantity figures supplied herein are the estimated quantities required at the various delivery points during the contract year and are based on the past 12 months' experience.

Add sales tax where indicated. Prices shall be FOB Ruth, CA.

PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
5W-40 Motor Oil	Chevron Delo 400 (Synthetic for Diesel Engines)	1-55 gal. bar. (55 gal)	$ x	$ x
Or equal:	PETRO CANADA (PC) DURON UHP 5W40	"SEE ABOVE"	$ 19.49	$ 1,071.95 ✓
15W-40 Motor Oil	Chevron Delo 400 (Multi-Grade) LE	10-55 gal. bar. (550 gal)	$ 13.01	$ 7,155.50 ✓
		10-1 gal. cont. (10 gal)	$ 14.69	$ 146.90 ✓
Or equal:	PC DURON HP 15W40	" "	$ x	$ x
ATF	Chevron Automatic Transmission Fluid, (Multipurpose III)	12 - Cases 1 qt. c. (36 Gal)	$ x	$ x
Or equal:	PC ATF D3M	" "	$ 16.67	$ 600.12 ✓
Drive Train Fluid	Chevron C-3 Oil 10W, TO4	2-55 gal. bar. (110 gal)	$ 15.81	$ 1,739.10 ✓
		5-5 gal. bar. (25 gal)	$ 15.81	$ 395.25 ✓
	Chevron C-3 Oil 30W - TO4	10-5 gal. bar. (50 gal)	$ 15.81	$ 790.50 ✓
		5-55 gal. bar. (275 gal)	$ 15.81	$ 4,347.75 ✓
	Chevron C-3 Oil 50W-TO4	10-5 gal. bar. (50 gal)	$ 18.01	$ 900.50 ✓
Or equal:	PC PRODURO TO-4 10W, 30W, 50W	" "	$ x	$ x
Gear Oil	Chevron Universal Gear Lubricant 80W 90	2-120 lbs. bar (240 lbs)	$ 19.07	$ 4,576.80
	Chevron Universal Gear Lubricant 75W 140 Synthetc	1-120 lbs. bar. (120 lbs)	$ 20.51	$ 2,461.20
Or equal:	PC TRAXON TOMLIN SUPURB	" "	$ x	$ x

PRODUCT	TYPE	QUANTITY REQUIRED	UNIT PRICE (Per Gal or Lb)	TOTAL
Drive Train Fluid	Chevron THF 1000	2 - 5 gal. pail (10 gal)	$ X	$ X
Or equal:	PC DURATRAN	" "	$ 15.50	$ 155.00 ✓
Grease	Chevron Ultra-Duty Grease NLG1, Grade 2 Red Hitac	600 Cartridges (685 lbs)	$ X	$ X
Or equal:	PC PRECISION XL EP2	" "	$ 3.99	$ 2,733.15 ✓
DEF	Diesel Exhaust Fluid	5-55 gal. bar (275 gal)	$ 3.50	$ 962.50 ✓
Or equal:	X	X	$ X	$ X
			SUBTOTAL	$ 28,036.22
			7.25% SALES TAX	$ 2,032.63
			TOTAL SCHEDULE IV	$ 30,068.85

Signature: [signature] **Date:** 06/20/22

Company Name: VALLEY PACIFIC / CROSS PETROLEUM

TRINITY COUNTY PETROLEUM PRODUCTS
PROPOSAL FORM
SCHEDULE IV

NAME OF VENDOR: VALLEY PACIFIC / CROSS PETROLEUM

ADDRESS: 2080 MOORE RD. REDDING, CA 96001

DATE OF QUOTE: 06/20/2022

The following is our total quote for furnishing the County of Trinity with the various petroleum products computed at the current prices for delivery of the various listed fuel and lubrication products to the delivery locations shown.

TOTAL SCHEDULE IV $ 30,068.85

Vendor shall list here the name and address of the supplier(s) from whom he will obtain the fuel products on which this proposal is based.

PETRO CANADA LUBRICANTS BY HOLLY FRONTIER SINCLAIR
- 2828 N. HARWOOD, SUITE 1300 DALLAS, TX 75201

TOMUN SCIENTIFIC
- 3025 E. HAMILTON AVE. FRESNO, CA 93721

BY: ROBERT ZACHARY

TITLE: AREA MANAGER

TELEPHONE: (530) 351-2992

SIGNATURE: [signature] **DATE:** 06/20/22

TRINITY COUNTY
Item Report 3.21

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Transportation	Panos Kokkas	530 623-1365

3.21 Agreement: HRN Contract (22-104)

Requested Action:

Approve a contract with the Human Response Network to administer the Transportation Assistance Program.

Fiscal Impact:

No impact to the General Fund; $76,500 from the Local Transportation Fund.

Summary:

Since 2006, the Human Response Network (HRN) has been administering the Transportation Assistance Program (TAP) which provides service to persons needing transportation assistance to medical providers and social service needs. “Qualified participants are: (1) residents of Trinity County, (2) unable to transport themselves because they have no transportation or are unable to drive because of medical reasons or advanced age (65 years of age or older), (3) are low income (do not exceed 200% of poverty level established by the IRS) and have no money for gas, and (4) required to sign the indemnification and hold harmless clause.” The driver reimbursement rate is $0.59 per mile.

Discussion:

The action today represents the 2022-23 TCTC allocation of Local Transportation Funds (LTF) to the County for purchased transportation under Article 8, Section 99400(c), Claims for Funding. This funding is provided in response to transportation needs that are not otherwise being met.

Meeting unmet transit needs, where there is not a Trinity Transit solution, is an important goal. Expanding on the partnership with HRN is high priority, but to continue this critically important program, HRN must be fully allocated to cover their direct costs while administering this transportation service. The Transportation Assistance Program is a much more cost-effective way to meet transportation needs that are critically important for the county’s aging population, low income, and disabled.
The LTF Resolution passed at the June 21st Board of Supervisors meeting provides for $80,000 in available funding with which the HRN contract qualifies for fund allocation.

Alternatives Including Financial Implications:

Deny the contract and provide direction to staff

Departmental Recommendation:

Approve the contract with HRN

ATTACHMENTS:

Description

Resolution 2022-103

2022-23 HRN contract

RESOLUTION NO. 2022-103

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY SITTING AS THE TRINITY COUNTY TRANSPORTATION COMMISSION APPROVING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS FOR FISCAL YEAR 2022/2023

WHEREAS, Article 5, Section 6659 of the California Code of Regulations provides that the Transportation Planning Agency of a county shall convey allocation instructions to the County Auditor; and

WHEREAS, the Trinity County Transportation Commission finds that transportation services under contract with the County pursuant to Article 8, Section 99400(c) are responding to transportation needs that are not otherwise being met within the county and that, where appropriate, the services are coordinated with the Trinity Transit service; and

WHEREAS, staff has reviewed current transit services; and

WHEREAS, it has been determined by the Trinity County Transportation Commission that funds are available for immediate transportation needs for fiscal year 2022/2023 as listed:

PURPOSE	CLAIMANT	AUTHORIZATION	Reserve	AMOUNT
Administration	(Trans. Com)	Art. 3, 99233.1		$131,325
Public Transit	(County)	Art. 4, Sec 99260		$223,094
Operations				
Special Trans Service	(County)	Art. 8, Sec. 99400(c)		$80,000
HRN/Transit Assistance Program				
Pedestrian & Bicycle Facilities	(County)	Art. 3, Section 99234		$4,973
TOTAL LTF ALLOCATION $439,392				
(The above figures represent the total amount allocated for projects in FY 2022/2023)				

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity sitting as the Trinity County Transportation Commission hereby authorizes and instructs the Executive Secretary to convey written allocation instructions to the Trinity County Auditor stating that the above listed claimants will be eligible for claims against funds available in the Local Transportation Fund.

DULY PASSED AND ADOPTED this 21st day of June, 2022 by the Board of Supervisors of the County of Trinity, sitting as the Trinity County Transportation Commission by motion, second (Groves/Gogan), and the following vote:

AYES:	Supervisors Groves, Cox, Gogan, Brown, Frasier
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None

DAN FRASIER, CHAIRMAN
Board of Supervisors, Sitting as the
Transportation Commission,
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
HUMAN REPONSE NETWORK

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 1st day of July, 2022, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and HUMAN RESPONSE NETWORK, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: **ADMINISTRATION OF THE TRANSPORTATION ASSISTANCE PROGRAM FOR PERSONS NEEDING TRANSPORTATION ASSISTANCE;** 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 1st, 2022 and shall terminate on June 30th, 2023, 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, 2023. 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 $76,500, 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 2490
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 2490
Weaverville, CA
96093

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	Confidential Transportation Assistance Program Complaint Form And Investigation Report

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:

Director of Transportation
Trinity County Department of Transportation
P.O. Box 2490
31301 State Highway 3
Weaverville, CA 96093
(530) 623-1365

If to Contractor:

Sheri White
Human Response Network
P.O. Box 2370
111 Mountain View Street
Weaverville, CA 96093
(530) 623-2024

[signature page to follow]

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

COUNTY OF TRINITY:

By: _____
Dan Frasier, 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: _____
Ryan Roe, Interim
Human Resources/Risk Management

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

A. PERSONNEL:

CONTRACTOR will employ, at its own expense, personnel required to provide administration of the Transportation Assistance Program for Persons Needing Transportation to Medical Providers and Social Services as set forth herein.

CONTRACTOR shall provide administration of the program including screening of applicants, determination of eligibility and payment to providers or participants.

CONTRACTOR shall ensure that such employees provide service in an efficient, safe and courteous manner, and have a clean and business-like-appearance. CONTRACTOR shall strive to provide satisfactory service to all patrons.

Verbal or written complaints (**Exhibit D**, Transportation Assistance Program Complaint Form and Investigation Report) of a HRN Employee, Transportation Assistance Driver or Participant misconduct or service performance received by the COUNTY shall be documented, investigated and filed by the COUNTY. All complaints will be considered confidential to preserve the anonymity of complainants. Upon request of the CONTRACTOR or at the discretion of the COUNTY, the CONTRACTOR will be provided general information regarding complaints received and the COUNTY determination of the validity of each complaint. Information such as the time or date of complaints or personal information of complainants will not be divulged. Neither CONTRACTOR nor any of its employees shall be permitted to engage in follow-up discussions with a patron who may have filed a complaint against them. Patron harassment will be grounds for termination of this agreement.

Employees of the CONTRACTOR are not the employees of any of the public agency parties to the contract and the CONTRACTOR is required to carry Worker's Compensation insurance coverage for its employees and as required.

B. TRANSPORTATION ASSISTANCE PROGRAM AREA:

Transportation services for the Transportation Assistance Program shall be provided for residents of Trinity County.

Transportation services shall be limited to trips to the hospital, doctor's office, pharmacies and social service facilities.

C. PROGRAM MANAGEMENT HOURS OF SERVICE:

CONTRACTOR shall provide management and coordination of the Transportation Assistance Program to eligible persons during regular business hours excluding holidays.

D. QUALIFIED PARTICIPANT:

Qualified Participants are: (1) residents of Trinity County, (2) unable to transport themselves because they have no transportation or are unable to drive because of medical reasons or advance age (65 years of age or older), (3) are low income (do not exceed 200% of poverty level established by the IRS) and have no money for gas, and (4) required to sign the indemnification and hold harmless clause.

E. QUALIFIED VOLUNTEER DRIVER:

Qualified Volunteer Drivers must: (1) hold a valid California Driver's License and provide proof to the Contractor, (2) carry auto liability insurance, and agree to provide proof of such insurance for all vehicles to be used in this program, and (3) agree to sign the indemnification and hold harmless clause.

HRN will not make driver referrals. Individuals needing assistance must obtain their own driver and vehicle. Said drivers must provide HRN with copies of their current driver's license, insurance verification and vehicle registration.

F. RECEIPT OF TRANSPORTATION FUNDS:

The Participant qualifies for Fuel Voucher at the rate of amount of fuel required to make the trip as estimated by HRN staff. HRN staff shall consider the distance to be traveled, the miles per gallon the vehicle uses, the gallons of fuel needed times the current price of fuel. The Transportation Assistance Program form shall be completed.

The Volunteer Driver qualifies for receipt of transportation funds when: (1) Transportation Assistance Program form is completed including, (2) Participant Information has been completed, (3) Transportation Assistance Certification has been completed, (4) Medical / Social Service facility certification has been completed, and (5) Receipt for Transportation Funds, including beginning and ending mileage, has been completed.

Payment to the driver for their services shall be at the rate of **$0.59** per mile.

G. MAINTENANCE OF MANAGEMENT FACILITY:

CONTRACTOR shall be required to operate and dispatch from a physical business address and maintain the physical condition and appearance of the dispatch facility in a clean, neat and orderly business-like manner. Periodic inspection may be made by the COUNTY to insure compliance with this provision.

H. POLICY AND PROCEDURES:

CONTRACTOR shall provide a location and personnel to issue the Transportation Assistance Program form. CONTRACTOR shall advertise the times and days that persons may sign up to qualify for the program and will additionally advertise and post information about the Transportation Assistance Program.

CONTRACTOR will make legible copies of all qualified Participants and qualified Volunteer Drivers identification cards and keep the information as permanent records and provide copies to COUNTY upon request.

I. PROGRAM ADVERTISEMENT:

CONTRACTOR shall advertise the program with a brochure at key locations throughout the program area. The brochure and the location for distribution of the brochure will be reviewed by the COUNTY.

J. PERFORMANCE STANDARDS, AND PENALITIES:

CONTRACTOR will retain a copy of Transportation Assistance Program forms that have been generated for this program until June 30, 2022, and make them available for COUNTY to review as requested. Transportation Assistance Forms will be considered questionable or suspicious if: the Participant information, Transportation Assistance Certification, Medical / Social Service Certification, Receipt for Transportation Funds, signatures, or other information is not typical for the person's program use; or if there are other irregularities in the forms that may cause a reasonable person to question their validity.

If COUNTY finds any Transportation Assistance Program forms to be suspicious and questionable, CONTRACTOR will not be paid until CONTRACTOR provides COUNTY with adequate justification substantiating the validity of the form. Justification may include but will not be limited to a written account of the situation surrounding the utilization of the form, wherein the CONTRACTOR explains why the form should be considered valid. CONTRACTOR agrees that the determination as to whether a form, which is deemed suspicious or questionable, will be paid will be at the discretion of the Director of Transportation of the COUNTY and the subsequent decision will be final.

Incomplete, altered, or bogus Transportation Assistance Program forms will not be paid and there will be no exceptions to this policy. Contractor will not be permitted to provide justification for incomplete, altered, or bogus forms and subsequently will never be reimbursed for these forms.

K. MULTIPLE STOPS:

The qualified volunteer driver is encouraged to make multiple stops for the qualified Participant per round trip as necessary for cost efficiency.

L. COORDINATION WITH OTHER TRANSIT PROGRAMS:

The CONTRACTOR will encourage volunteer drivers and qualified patrons to coordinate and participate with other transit programs. An example is to encourage volunteer drivers to take a patron(s) to the pick-up bus stop for a Trinity Transit bus to Redding, and have the patron use the bus to Redding rather than having the Volunteer Driver take the patron to Redding.

M. LICENSE:

The approval of this agreement by the COUNTY is conditioned upon CONTRACTOR obtaining prior to effective date of this agreement and maintaining during the duration, all applicable licenses, permits, and certificates required by all applicable Federal, State, and local law for performance of services of this agreement.

N. OTHER WORK:

No other work shall be performed other than as assigned in writing by the Director of Transportation or Trinity County Board of Supervisors.

Human Response Network

2022/2023 Transportation Assistance Program Budget

Wages and Benefits	
Community Support Specialist - Provide Transportation Assistance for clients. 40% FTE	$ 14,260.00
Program Coordinator I- Provide Transportation Assistance for clients. 10% FTE	$ 4,001.00
Program Coordinator II - Provide assistance, training, and supervision. 2.5% FTE	$ 30.00
Program Director -Program management, supervision, reports. 2.5% FTE	$ 1,660.00
Receptionist - Reception, data entry. 5% FTE	$ 3,065.00
Fiscal Clerk - Processing reimbursements, reports, invoicing. 2.5% FTE	$ 1,000.00
Total Wages	$ 25,716.00
Benefits - Medical insurance, FICA, retirement, Workers Comp., etc. Calculated at 32%	$ 8,229.00
Total Wages and Benefits	$ 33,945.00

Transportation Assistance	
Printing/Duplicating - Copies of voucher paperwork, $50/month x 12 months	$ 555.00
Transportation Assistance - Fuel vouchers, transit passes, volunteer driver reimbursement. (Assistance for approximately 76,923 trip miles at $.585/mile) Average of 70 to 140 vouchers/month x approximately $25 - $50/voucher = $3,500/mo x 12 months	$ 42,000.00
Total Operating	$ 42,555.00

Total Budget Request	**$ 76,500.00**

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”

CONFIDENTIAL TRANSPORTATION ASSISTANCE PROGRAM COMPLAINT FORM AND INVESTIGATION REPORT

Each complaint will be investigated by Trinity County. The only request we have is for you to make every effort to call/file your complaint within 3 days of the incident. The longer we wait, the more difficult it is to perform a proper investigation

YOUR NAME WILL BE STRICTLY PROTECTED AND COMPLETELY CONFIDENTIAL

Please call in your complaint to:

623-1365

Date Submitted: _____

Time Received: _____

Received By: _____

PATRON:	ADDRESS:		
DATE PROBLEM OCCURRED:	NATURE OF COMPLAINT:		
TIME PROBLEM OCCURRED:			
YOU REQUESTED THE SERVICE BY: TELEPHONE ☐ WENT INTO OFFICE ☐ OTHER ☐	PERSON WHO TOOK YOUR CALL FOR REQUESTED SERVICE:		
TIME TO BE PICKED UP:	TIME PICKED UP (Actual):	WHAT WAS YOUR PICK-UP LOCATION?	
WHAT WAS YOUR DESTINATION?	WHAT WAS THE PURPOSE OF TRIP?		
DRIVER’S NAME:	OTHER PEOPLE INVOLVED?	WHAT WERE THEIR NAMES?	
ADDITIONAL COMMENTS			

TRINITY COUNTY
Item Report 3.22

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Cannabis	Edward Prestley or Sean Connell	530-623-1351

4.1 Ordinance: Cannabis Retail Storefront - 2nd First Reading

Requested Action:

Conduct a public hearing and consider taking the following actions regarding the establishment of a Cannabis Storefront Retail Ordinance:

1. Find the adoption and implementation of this ordinance to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), common-sense exemption, which applies to projects where the activity will not result in a significant effect on the environment.
2. Introduce and waive the reading of an ordinance establishing Trinity County Code Section 17.43H regarding Cannabis Storefront Retail and amending Trinity County Code Sections 17.41 regarding Marijuana (Cannabis) Dispensaries and 17.42 regarding Medical Cannabis Cultivation Regulations.
3. Direct staff to develop, and bring back for Board approval, a “local first” strategy to encourage cannabis retailers to promote locally-grown cannabis and locally-produced cannabis products to the greatest extent feasible, including the following:
    1. Encourage local ownership and management, use of local employees, and use of locally-sourced products, and discourage non-local corporate involvement.
    2. Encourage stores to stock at least 75 percent of products from Trinity County sources.
    3. Encourage stores to stock products from local cannabis appellations and local legacy growers.
4. Direct staff to file a CEQA Notice of Exemption within five days of this action.

Fiscal Impact:

No fiscal impact.

Summary:

The proposed ordinance would allow licensed retail establishments to sell cannabis and cannabis products to customers in a controlled commercial environment heavily regulated by various State requirements. Locations would be limited to Highway Commercial (HC), Retail Commercial (C-1), and General Commercial (C-2).

Discussion:

The Board of Supervisors heard this item at their June 21, 2022 regularly scheduled meeting at which time they directed staff to make specific changes to the draft ordinance and return July 6, 2022 (the July 6 meeting was later changed to July 5, 2022). Board direction and staff response

are summarized below:

• Opt Outs – The Board directed staff to review existing opt out regulations and modify the draft ordinance to reflect consistency with prior opt out decisions.

Staff Response – In recent actions taken by the Board, all new commercial cannabis activity is now precluded in the Rush Creek Estates and Lewiston Expansion opt out areas. Therefore staff recommends Storefront Retail be identified as precluded in those areas as well. Commercial cannabis operations within the Trinity jurisdiction of the Whiskeytown-Shasta-Trinity National Recreation Area (NRA) would require authorization from the U.S. Secretary of Agriculture, which is unlikely to be attained given the legal status of cannabis at the federal level. Therefore staff also recommends Storefront Retail be precluded in the NRA. In other opt out areas there is variation to the County's restrictions on various cannabis activities. Given the draft ordinance contains proposed restrictions by zone district, additional buffers and setbacks, and requirements for use permits, staff recommends no other geographic restrictions be imposed. See Section 17.43H.030(E) of the revised proposed ordinance (Attachment 1).

• Use Permits – The Board directed staff to modify the draft ordinance to require a Director's Use Permit for properties in the C1 and C2 zones, and a Conditional Use Permit for properties in the HC zone and SC or ST overlays.

Staff Response – This is reflected primarily in Section 17.43H.020(A) and (B). Additional changes to reflect the use permit requirements were also made in 17.43H.040(A), 17.43H.050(A) and (B), 17.43H.060(A), and 17.43H.090(A).

• Changes to Chapter 17.42 – The Board directed staff to remove proposed modifications to Sections 17.42.070 and 17.42.080, and remove the phrase "of qualified patients" from 17.42.050.

Staff Response – See Section III of the proposed ordinance, specifically proposed changes to 17.42.050.

• Local First Strategy – The Board provided additional direction to staff in preparing a local first strategy.

Staff Response – This is reflected in Recommended Action #3, including that the draft strategy should be brought back before the Board for approval prior to implementation. See also Section 17.43H.050(B)(16).

• Cannabis License Term – The Board directed that storefront retail licenses initially have a term of one year, and subsequently a term of three years.

Staff Response -- See Section 17.43H.040(D).

Alternatives Including Financial Implications:

1. Continue the hearing to allow for additional review and/or analysis if appropriate.
2. Identify additional modifications to the proposed Ordinance and reschedule the Ordinance for

Introduction and Waiver of First Reading.
3. Postpone indefinitely or decline to adopt the proposed Ordinance.

Departmental Recommendation:

Staff recommends the Board of Supervisors take the identified actions resulting in enactment of the Storefront Retail Ordinance. The Ordinance would take effect 30 days following final action.

ATTACHMENTS:

Description

Backup from Original Item on June 21, 2022
Public Comment Received Prior to Agenda Posting
Ordinance - Cannabis Retail Storefront

TRINITY COUNTY PLANNING COMMISSION
STAFF REPORT

PROJECT TITLE: Zone Amendment DEV-20-02 - Cannabis Storefront Retail Ordinance

APPLICANT: County of Trinity

REPORT BY: Interim Director, Lisa Lozier / Division Director – Cannabis, Sean Connell

LOCATION: Applicable County Wide

INTRODUCTION:

The purpose of this item is to seek a recommendation from the Planning Commission to the Board of Supervisors regarding the adoption of an ordinance establishing a Cannabis Storefront Retail Ordinance (Attachment 1).

BACKGROUND:

On June 11, July 9, July 23, and August 7, 2020 the Planning Commission held public hearings to receive public input and provide guidance to staff regarding Cannabis Storefront Retail regulations. The staff report from the June 11, 2020 meeting as well as Memorandums and Public Comment from the above-mentioned meetings are included in Attachment 3. For convenience a summary of received public comments are provided for your review:

- Of the 36 comments received June 11, the large majority request that the establishment of a "cultivation opt out" should extend to all forms of the industry within the Lewiston area. Additionally, many comments requested there be a capacity identified for the whole county, siting the existence of one (1) pharmacy store to serve the whole County.
- The July 17 and 23rd meeting received a total of three (3) written comments. These comments provided the same requests to keep retail sales out of Lewiston Opt-Out area, to limit the number of cannabis retail sales, and to increase the setback to churches and school to 100 ft. Also, staff was provided with information from National Institute on Drug Abuse, Canadian Pediatric Society report on "*Cannabis and Canada's children and youth"*
- The written comments, while individually representing their own particular viewpoints, have provided multiple statements to provide protection of existing Lewiston Opt-Out areas from any from of cannabis industry, to limit the total number of cannabis retailers, and to increase setbacks to 1000 feet from school, churches, and parks to protect the sensitive nature of the small community.

PROJECT DESCRIPTION: The proposed Cannabis Storefront Retail Ordinance provides regulations and control over the sale of Cannabis and Cannabis products.

"Storefront Retail" means a licensed retailer selling adult-use recreational cannabis or cannabis

products to the end user or customer. A Cannabis Storefront Retailer does not include the following uses; (1) a clinic pursuant to Chapter 1 of Division 2 of the Health and Safety Code; (2) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; and (3) a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

It is the purpose and intent of this Chapter to protect the health, safety, and general welfare of the residents and businesses within Trinity County and comply with state law and federal guidelines and establish a strong and effective regulatory and enforcement system with regard to Cannabis that addresses threats to public safety, health and other law enforcement interests through robust controls and procedures that are effective in practice.

ZONING CODE COMPLIANCE:

Storefront Retail Premises are limited to three "allowable Zone Districts" with the current Trinity County Zoning Ordinance as follows: Highway Commercial (HC), Retail Commercial (C-1), and General Commercial (C-2). Cannabis Storefront Retail premises located on a parcel that has a zoning overlay district of "Special Treatment" will require the applicant to apply for review and approval from the appropriate review and approval from the appropriate architectural review and preservation committee as designated in Trinity County Zoning Ordinance Section 17.29C.040.
If the Cannabis Storefront Retail premises is located on a parcel that has a zoning overlay of "Scenic Vista" then the applicant must submit, with associated separate fees, a Director's Use Permit application for review and approval.

Existing structures proposed to be used for the commercial for Storefront Retail premise will be required to meet and be consistent with the development standard of the primary zone district for setback, land scape, parking standards and other standards as may be required in the primary zone district. Proposed Cannabis Storefront Retail details for the interior occupation, tenant improvements and design standards are outlined in proposed code section 17.43H.050 Application Requirements

GENERAL PLAN CONSISTENCY:

The three proposed Zone Districts, Highway Commercial, (HC) Retail Commercial(C-1) and General Commercial (C-2) proposed for the establishment of Cannabis Storefront Retail businesses are consistent with the Commercial (C) General Plan land use designation as discussed in the General Plan Land Use Element. Commercial (C) Compatible with all General Plan Land Use destinations as indicated in the matrix (page 19 Land Use Element) provided in the General Plan and Titled "General Plan Designations and Allowable Zoning Districts".

ENVIRONMENTAL REVIEW:

Since the project is subject to discretionary review by the County Planning Commission and further review and adoption by the Board of Supervisors a California Environmental Quality Act (CEQA) determination must be adopted as part of the approval. The project as proposed qualifies for 15061(b)(3) the general exemption that CEQA only applies to projects which have the potential to cause a significant effect on the environment.

PUBLIC COMMENTS RECEIVED:
For the most recent public notice, one comment has been received. (Attachment 4)

RECOMMENDATION:

The Planning Commission recommends that the Trinity County Board of Supervisors makes the following findings:

a. The Trinity County Board of Supervisors finds the project exempt from the California Environmental Quality Act (CEQA) by the common-sense exemption 15061(b)(3) which applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

b. Adopt the recommended findings listed in Resolution 2022-03; and

c. Recommend the Trinity County Board of Supervisors introduce, waive the reading of, and adopt a text amendment to the Zoning Ordinance of the County of Trinity to include Section 17.43H - Cannabis Storefront Retail Ordinance, identified as Zone Amendment DEV-20-02

ATTACHMENTS:

1) Draft Ordinance
2) Resolution 2022-03
3) Staff Report, Memorandums and Public Comment from the June 11, July 9, July 23 and August 7, 2020 Planning Commission meetings.
4) Public comment 03.28.22

ORDINANCE NO. 315-XXX

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY ESTABLISHING TRINITY COUNTY CODE SECTION 17.43H REGARDING CANNABIS STOREFRONT RETAIL

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

Section I: Findings and Declarations:

A. The voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to ensure that seriously ill Californians have the right to obtain and use Cannabis for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, and to ensure that patients and their primary caregivers who obtain and use Cannabis for medical purposes upon the recommendation of a physician are not thereby subject to criminal prosecution or sanction.

B. The State enacted SB 420 in 2004 known as the Medical Marijuana Program Act (codified as Health and Safety Code section l 1362.7et seq.) to clarify the scope of The Compassionate Use Act of 1996, facilitate the prompt identification of qualified patients and primary caregivers, avoid unnecessary arrest and prosecution of these individuals, provide needed guidance to law enforcement officers, promote uniform and consistent application of the Act and enhance the access of patients and caregivers to medical Cannabis through collective, cooperative cultivation projects and to allow local governing bodies to adopt and enforce rules and regulations consistent with SB 420.

C. On September 11, 2015, the State enacted the Medical Marijuana Regulation and Safety Act (MMRSA) which took effect January 1, 2016, and which mandated a comprehensive state licensure and regulatory framework for cultivation, manufacturing, distribution, transportation, testing and dispensing of medical Cannabis on a commercial basis. MMRSA was amended by SB 837. On June 27, 2017, the State enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act setting forth regulations for State licensure beginning in January, 2018.

D. Previous landmark Cannabis legislation, including the Compassionate Use Act and the Medical Marijuana Program Act have precipitated a "green rush" with individuals moving to Trinity County to grow and manufacture Cannabis; with some seeking to capitalize on ambiguities in the law while others lack an awareness of community and environmental consciousness.

E. Senate Bill 94 known as the Medical and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), established a comprehensive system to control and regulate the cultivation, distribution, transport, storage, manufacturing, processing and sale of both of the following:(l) Medicinal Cannabis and medicinal Cannabis products for patients with valid physician's recommendations; and (2) Adult-use Cannabis and adult-use Cannabis products for adults 21 years of age and over.

F. In the absence of a formal regulatory framework, Cannabis businesses are less likely to learn of, or implement, guidelines that are protective of the public peace health,

safety and the environment.

G. It is the purpose and intent of this Chapter to protect the health, safety, and general welfare of the residents and businesses within Trinity County and comply with state law and federal guidelines.
H. It is the intent of the County of Trinity to have a strong and effective regulatory and enforcement system with regard to Cannabis that addresses threats to public safety, health and other law enforcement interests through robust controls and procedures that are effective in practice.
I. This ordinance provides regulations and control over Cannabis, and prevents the potential introduction of dangerous products and practices within the County.

Section II: Cannabis Storefront Retail

The County hereby enacts the following as Trinity County Code Section 17.43G entitled Cannabis Storefront Retail.

17.43H.010 - Definitions

"Cannabis" and are used interchangeably and mean any plant of the genus Cannabis, as defined by section 11018 of the Health and Safety Code.

"Storefront Retail" means a licensed retailer selling adult-use recreational cannabis or cannabis products to the end user or customer. A Cannabis Storefront Retailer does not include the following uses; (1) a clinic pursuant to Chapter 1 of Division 2 of the Health and Safety Code; (2) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; and (3) a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

"School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code, or any licensed preschool or child day care facility. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, excluding homeschools.

"Youth-oriented facility" means public park, and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

17.43H.020 – Allowable Zoning

Storefront Retail premises are only allowed in the following zones where commercial activities are allowed:

A. Highway Commercial (HC)
B. If the Cannabis Storefront Retail premises is located on a parcel that has a zoning overlay of “Scenic Vista” then the applicant must also submit, with associated separate fees, a Director’s Use Permit application for review and approval. Retail Commercial (C-1)
C. General Commercial (C-2)

17.43H.030 – Regulations

A. It shall be unlawful for any person to engage in or to conduct, or permit to be engage in or conducted, in or upon his/her property within the County the operation of a Cannabis storefront retail unless he/she has first obtained and continues to maintain in full force and effect a valid Cannabis Storefront Retail License issued by the County for that property pursuant to this Chapter.

B. Cannabis Storefront Retail Licenses are allowed subject to issuance and maintenance of the permits and entitlements set forth in this Chapter, and compliance with all other applicable County and state laws and regulations, and the issuance and maintenance of a valid and current State license.

C. On-Site consumption of cannabis and cannabis products is permitted at the licensed Retail Dispensary as set forth pursuant to applicable state and local laws and regulations if all the following are met:

(1) Access to the area where cannabis consumption is allowed is restricted to persons twenty-one (21) years of age or older.

(2) Cannabis consumption is not visible from any public place or area restricted due to age.

(3) Consumption area shall be designated on the site plan, and clearly labeled on site. Smoking of cannabis goods shall be prohibited in any areas where smoking is prohibited by law

(3) Consumption of cannabis products on the retail premises shall be in a separate area from where sales transactions are conducted. Areas shall be partitioned and provided a separate age verification check prior to entry into the "consumption area"

(4) For retail dispensaries, sale or consumption of alcohol or tobacco is prohibited on the premises.

17.43H.040 – Application

A. A Cannabis business shall register and obtain a Cannabis Storefront Retail License from Trinity County prior to operation. The Applicant shall pay a non-refundable fee in an amount established by the Trinity County Board of Supervisors.

B. A copy of the Cannabis Storefront Retail License shall always be displayed in a place visible to the public.

C. A Cannabis Storefront Retail License shall be valid for one (1) year, unless sooner revoked. No license granted herein shall confer any vested right to any person or business for more than the above-referenced period.

D. A Cannabis Storefront Retail License shall not be issued to an individual or a business entity associated with an individual, who has violated California Health & Safety Code Section 11590 and its provisions.

E. The Cannabis Storefront Retail License shall be issued to the specific person or entity listed on the License Application.

F. A Cannabis Storefront Retail License is not transferable from person to person without completion of a new application.

17.43H.050 – Application Requirements

A. The Planning Director or his/her designee will prepare Cannabis Storefront Retail License application forms and a related administrative policy. Each applicant interested in operating pursuant to this Chapter may submit an application together with a one-time non-refundable processing fee in an amount established by the Trinity County Board of Supervisors.

B. The Planning Director or his/her designee shall determine whether each application received demonstrates compliance with the minimum requirements for a Cannabis Storefront Retail License. These requirements include:

1. Application is filled out completely.
2. Application fee is paid.
3. The location indicated on the application meets the zoning criteria.
4. A notarized signature from the property owner authorizing the location to be used for Cannabis Storefront Retail activity.
5. Live Scan background check for the Business Owner(s)/Applicants(s) referenced on the application.
6. There may be no change in the applicant/business owner from the one(s) listed on the Cannabis Storefront Retail License Application. The application must identify individual owner(s) as defined in the MCRSA 19320(b)(1. et. seq.) as may be amended.
7. All other application documents required in the County's application package instructions, the MCRSA, Proposition 64 and any other applicable regulations as they may be amended.
8. Photographs of the exterior of the building including the entrances(s), exit(s), street frontage(s), and parking area(s).
9. If the property is being rented, leased or purchased under contract, the lease agreement term and name of lessor or equivalent, shall be provided by a notarized signed affidavit of the property owner.
10. The name and address of the applicant's current Agent for Service of Process.
11. A copy of the applicant's Board of Equalization Seller's Permit.
12. A copy of the Cannabis Storefront Retail Operating Standards containing a statement dated and signed by the Business Owner stating that under penalty of perjury that they read, understand and shall ensure compliance with the aforementioned operating standards.
13. A floorplan identifying ingress/egress, customer check in, waiting area, restroom facilities, retail product area, and product storage area.
14. Provide a statement, signed by the applicant under penalty of perjury, that the information provided is complete, true, and accurate.
15. Release of Trinity County from all liability associated with the Cannabis Storefront Retail business. Such a release includes indemnifying Trinity County for claims, damages and injuries that may arise as a result of the Cannabis Storefront Retail business.
16. If the Cannabis Storefront Retail premises is located on a parcel that has a zoning overlay district of "Special Treatment" then the applicant must also submit, with

associated separate fees, a Director's Use Permit application for review and approval by the Architectural Review Committee to ensure compliance with Ord. No. 315-800, Res. No. 2013-20 and any other related Historical Legislation.

17.43H.060 Prohibited activities.

A. It is unlawful and shall constitute a public nuisance for anyone to own, establish, operate, use, or permit the establishment or operation of Cannabis Storefront Retail:

1. Without a valid local license required by this chapter; and
2. Without a valid State license required under California law; and
3. In violation of any local or State regulations.

17.43H.070 – Denial/Rescission of License:

A. Applicant's application shall be denied or the issuance of a license rescinded if Trinity County becomes aware of any of the following:
   1. The applicant has provided materially false documents or testimony.
   2. The operation as proposed if permitted, would not comply with all applicable laws including but not limited to the Building, Planning, Fire Safe and Health Codes of the County including the provisions of this Chapter and with all applicable laws including zoning and County ordinances.

B. Applicant shall be given a minimum of seven (7) business days to correct any deficiencies prior to the issuance of a denial or rescission.

C. Applicant or Licensee shall have the right to appeal any denials or rescissions as prescribed in Chapter 8.90.130 of Trinity County Code.

17.43H.080 – Inspection, Enforcement and Violations

The Planning Director, or his/her designee, may enter and inspect the location of any Cannabis Storefront Retail business during normal business hours to ensure compliance with this chapter. In addition, law enforcement may enter and inspect the location of any Cannabis business and the recordings and records maintained as required by this chapter.

Each day of operation shall constitute a separate violation of this section. Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Municipal Code. Additionally, any violation of this chapter shall constitute nuisance and violators shall be subject to injunctive relief, revocation of the business's Cannabis Storefront Retail License, disgorgement and payment to Trinity County of any and all monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees and any other relief or remedy available at law or equity. The County may also pursue any and all remedies and actions available and applicable under local and state laws for any violations committed by the cannabis business and persons related or associated with the Cannabis business.

17.43H.090 – Fees

All Cannabis Storefront Retail business operations shall pay applicable fees approved by the Board of Supervisors, which shall include the following:

A. Application Fee. The business applicant shall submit a non-refundable one-time fee to cover the cost of processing an application for the commercial Cannabis Retail Storefront License.

B. Annual License Fee. The Business Owner shall pay an annual license fee ("Annual License Fee"). The amount of the fee shall be set by the Trinity County Board of Supervisors by resolution and be supported by the estimated additional costs of enforcement and monitoring associated with the Cannabis Storefront Retail business operation. The Annual License Fee shall be due and payable prior to opening for business and thereafter on or before the anniversary date, and may be amended from time to time based upon actual costs.

17.43H.100 – Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The County hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section III: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the ____ day of _____, ____, and passed and enacted this ____ day of _____, _____ 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

_____
DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

RICHARD KUHNS, Psy.D
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

_____
Margaret E. Long, County Counsel

RESOLUTION NUMBER 2022-03

A RESOLUTION OF THE TRINITY COUNTY PLANNING COMMISSION RECOMMENDING THAT THE TRINITY COUNTY BOARD OF SUPERVISORS APPROVE ZONING TEXT AMENDMENT ESTABLISHING TRINITY COUNTY CODE SECTION 17.43H - CANNABIS STOREFRONT RETAIL

WHEREAS, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to ensure that seriously ill Californians have the right to obtain and use Cannabis for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, and to ensure that patients and their primary caregivers who obtain and use Cannabis for medical purposes upon the recommendation of a physician are not thereby subject to criminal prosecution or sanction; and

WHEREAS, The State enacted SB 420 in 2004 known as the Medical Marijuana Program Act (codified as Health and Safety Code section l 1362.7et seq.) to clarify the scope of The Compassionate Use Act of 1996, facilitate the prompt identification of qualified patients and primary caregivers, avoid unnecessary arrest and prosecution of these individuals, provide needed guidance to law enforcement officers, promote uniform and consistent application of the Act and enhance the access of patients and caregivers to medical Cannabis through collective, cooperative cultivation projects and to allow local governing bodies to adopt and enforce rules and regulations consistent with SB 420; and

WHEREAS, on September 11, 2015, the State enacted the Medical Marijuana Regulation and Safety Act (MMRSA) which took effect January 1, 2016, and which mandated a comprehensive state licensure and regulatory framework for cultivation, manufacturing, distribution, transportation, testing and dispensing of medical Cannabis on a commercial basis. MMRSA was amended by SB 837. On June 27, 2017, the State enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act setting forth regulations for State licensure beginning in January, 2018; and

WHEREAS, senate Bill 94 known as the Medical and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), established a comprehensive system to control and regulate the cultivation, distribution, transport, storage, manufacturing, processing and sale of both of the following:(l) Medicinal Cannabis and medicinal Cannabis products for patients with valid physician's recommendations; and (2) Adult-use Cannabis and adult-use Cannabis products for adults 21 years of age and over; and

WHEREAS, In the absence of a formal regulatory framework, Cannabis businesses are less likely to learn of, or implement, guidelines that are protective of the public peace health, safety and the environment; and

WHEREAS, it is the purpose and intent of this Chapter to protect the health, safety, and general welfare of the residents and businesses within Trinity County and comply with state law and federal guidelines; and

WHEREAS, it is the intent of the County of Trinity to have a strong and effective regulatory and enforcement system with regard to Cannabis that addresses threats to public safety, health and other law enforcement interests through robust controls and procedures that are effective in practice; and

WHEREAS, this ordinance provides regulations and control over Cannabis, and prevents the potential introduction of dangerous products and practices within the County; and

WHEREAS, said zone amendment was referred to various affected public and private agencies, County departments, and referral agencies for review and comment; and

WHEREAS, the Trinity County Planning Commission has received and reviewed the proposed zone amendment along with a report from the Planning Department; and

WHEREAS, the Trinity County Planning Commission held a public hearing on April 7, 2022.

NOW, THEREFORE BE IT RESOLVED, by the Trinity County Planning Commission:

1. The foregoing recitals are true and correct.

2. The Planning Commission has independently reviewed and considered the proposed zone amendment, together with all oral and written testimony received at the public hearing.

3. The Planning Commission recommends that the Trinity County Board of Supervisors makes the following findings:

    a. The Trinity County Board of Supervisors finds the project exempt from the California Environmental Quality Act (CEQA) by the common-sense exemption 15061(b)(3) which applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

    b. Adopt the recommended findings listed in Resolution 2022-03; and

    c. Recommend the Trinity County Board of Supervisors introduce, waive the reading of, and adopt a text amendment to the Zoning Ordinance of the County of Trinity to include Section 17.43H - Cannabis Storefront Retail Ordinance, identified as Zone Amendment DEV-20-02

DULY PASSED AND ADOPTED this 7th day of April 2022 by the Planning Commission of the County of Trinity by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

WILLIAM SHARP, CHAIRMAN
Planning Commission
County of Trinity, State of California

ATTEST:

By: _____
LISA LOZIER
Secretary of the Planning Commission
County of Trinity, State of California

Attachment 3

TRINITY COUNTY
COMMUNITY DEVELOPMENT SERVICES
BUILDING ♦ PLANNING ♦ ENVIRONMENTAL HEALTH
P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1351 ♦ FAX (530) 623-1353

Kim Hunter, Director

MEMORANDUM

DATE: Thursday, June 11, 2020

TO: Members of the Trinity County Planning Commission

FROM: Kim Hunter, Director of Planning and Building

SUBJECT: Agenda Item 2 – Retail Storefront Ordinance (DEV-20-02)

A total of 36 comment letters have been received in the last 48 hours regarding this item which are attached for your review. Staff has not had time to fully review or consider the contents of these comments at this time and, as recommended in the staff report, that this item be continued to a later date.

E Attachment A

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 12:43 PM
To: Paul Hauser
Cc: Kim Hunter
Subject: RE: ZONING TEXT AMENDMENT - RETAIL CANNABIS STOREFRONT USES (DEV-20-02)

Hello Paul,

Thank you for taking the time to submit comments.
Lisa

From: Paul Hauser
Sent: Wednesday, June 10, 2020 11:14 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: ZONING TEXT AMENDMENT - RETAIL CANNABIS STOREFRONT USES (DEV-20-02)

Please accept my comments below for Agenda Item 2 ZONING TEXT AMENDMENT - RETAIL CANNABIS STOREFRONT USES (DEV-20-02):

The ordinance needs opt out areas. Just like with cultivation there are areas where it is not appropriate to have retail cannabis sales. If an area has opted out of cultivation, it should also be opted out of retail sales.

There should by no retail allowed in the downtown historic district or in C-1 or C-2 zones. This is a retail activity that will deter tourists and should be as invisible as possible. It should be limited to heavy commercial zoning.

There should be a cap on the number of retail licenses - 1 retail location should be sufficient for Trinity County. We only have 1 drug store.

The 500 foot setback from churches and schools should be increased to 1000 feet for churches, schools and parks for the protection on kids.

Thank you for submitting my comments to the Planning Commission.

Paul Hauser

Weaverville, CA 96093

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 12:44 PM
To: Kim Hunter
Subject: FW: NO pot shops in Lewiston

From: Julia Mitchell <
Sent: Wednesday, June 10, 2020 11:55 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: NO pot shops in Lewiston

I'm a part time resident in Lewiston for the past 5 years and I do NOT want to see pot shops open up in Trinity county- especially Lewiston. We are a wonderful, small community that has already spoken out *numerous* times to keep pot out of our area. If an area has opted out of cultivation, it should also be opted out of retail sales!
I chose to buy a house in Trinity because of the amazing river, lakes, forest and wonderful small town living. I do not want to see it destroyed by pot. The environmental effects that pot growing has are extremely detrimental to our wonderful way of life in Trinity. There has been an increase in drug related crime and environmental destruction of our land and animals.

Save our forests, Save our rivers, Save our lakes, Save our wildlife, Save our environment! Please do not allow pot retail shops in Lewiston!!

Best-
Julia

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 4:55 PM
To: Kim Hunter
Subject: FW: Retail Cannabis Ordinance

From: Susanne Risso
Sent: Wednesday, June 10, 2020 4:05 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Retail Cannabis Ordinance

Dear Trinity County Planning Commissioners,

My husband and I are residents of Lewiston and we would urge you to please keep all commercial cannabis activities out of all the Opt Out Areas! Residents shouldn't have to keep coming back to the PC and BOS every time a cannabis ordinance comes up. By keeping all commercial cannabis activities out of Opt Outs will save you time. You will not have to read all these emails and sit thru all the public comments from residents who oppose cannabis activities in their backyards. Please include in the Retail Sales Ordinance the exclusion of retail sales in Opt Out Areas.

We also encourage you to include in the ordinance no retail allowed in any historic district or in C-1 or C-2 zoning. The 500' setbacks from churches and schools should be increased to 1000' and should include parks for the protection of our children.

We understand that it is legal and that is OK, but there is a place for it. And in residential neighborhoods and near where children will congregate is not the appropriate place.

Thank you for your time,

Susanne Risso
Paul Baldwin

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 7:23 AM
To: Kim Hunter
Subject: FW: Keep Lewiston & Weaverville Pot Shop free

From: Janet Castagnola <
Sent: Wednesday, June 10, 2020 5:49 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Keep Lewiston & Weaverville Pot Shop free

Trinity County Planning Commission,

I would like to have my voice heard at your meeting. As a visitor to Lewiston and Weaverville, I would hate to see it become like the bigger cities we need a break from. We come to these beautiful places for the kayaking, lakes, river and fishing. The small town feel is part of the attraction. If pot shops become part of the retail shops, I will have to find new places to visit, and spend my money at. I know quite a few friends of mine that feel the same way.

Please don't give into the retail pot crowd! That is not what you want your towns to be known for. They will become ghost towns.

Thank you,
Janet Castagnola

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 4:55 PM
To: Kim Hunter
Subject: FW: Retail Cannabis

-----Original Message-----
From: White <
Sent: Wednesday, June 10, 2020 3:50 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Retail Cannabis

Retail cannabis sales should only be allowed on a very limited basis in Trinity County, one store per community or maybe via a maximum of 5 or 6 for the whole county. We do not need to allow a wild stampede as was done with cultivation.

In addition, sales should be limited to only properties zone for commercial activity. Since it is a retail business, it should be limited to zones designed to allow retail sales. Under no circumstances should it be allowed on properties zoned for other non-retail uses (residential, recreation, forestry, etc.). Keep it out of the places where our residents live. We do not allow alcohol to be sold by the guy in the house next door. Same should hold for cannabis.

Scott White

From: Lisa Lozier
To: Kim Hunter
Subject: FW: Retail Cannabis Stores
Date: Wednesday, June 10, 2020 4:54:59 PM

-----Original Message-----
From: Sue & Gene Dangel
Sent: Wednesday, June 10, 2020 3:56 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Retail Cannabis Stores

To whom it may concern,

My name is Gene Dangel. We reside in Walnut Creek, California but have been vacationing and visiting friends in Trinity County since 1974. Our children who are now adults enjoyed, and continue to enjoy all of the beautiful things that make the area so special. We bring our nine and eleven year old grand daughters to initiate them in the family tradition.

Several years ago when we were made aware the Planning Commission was considering to allow cannabis cultivation in Lewiston, I communicated my opposition to that proposal. I was pleased to later learn that the Planning Commission saw the wisdom in amending that proposal which allowed Lewiston to become an "opt out area" for cannabis cultivation activities.

As you might imagine, it was disturbing to be notified that the Planning Commission is now considering a zoning change that will open the door to retail cannabis sales in Trinity County. I do acknowledge that cannabis is legal in the State of California and that there are communities where retail cannabis outlets may be appropriate. I strongly suggest that if the decision is to allow retail cannabis sales in Trinity County, that you once again see the wisdom in preventing retail sales of cannabis in those areas, such as Lewiston, that currently fall under the "opt out" provision.

Our family has many years of boating, camping, fishing, and hiking, in some of the most beautiful scenery in Northern California. Like with the previous cultivation proposal, we see no upside to allowing retail sales of cannabis in smaller communities that have chosen to "opt out". As a visitor to the area I am opposed to retail cannabis sales, If I were a resident, I would be vehemently opposed.

Thank you for your consideration.

Respectfully,
Gene Dangel & Family
Walnut Creek, California

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 4:56 PM
To: Kim Hunter
Subject: FW: Cannabis

From: Bob Brodnik <
Sent: Wednesday, June 10, 2020 4:16 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Cannabis

I'm a retired San Francisco Police Inspector. My wife and I have a home in Lewiston. I was in the Narcotics Bureau for nine years and detailed to the Drug Enforcement Administration for two years. If you let Cannabis come to Trinity expect crime! Nothing more to say. Please turn down this idea.

Respectfully submitted;
Bob & Sharon Brodnik

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 4:56 PM
To: Kim Hunter
Subject: FW: Opt out cannabis sales in Lewiston

From: mizmoose48 <
Sent: Wednesday, June 10, 2020 4:24 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Opt out cannabis sales in Lewiston

Please do not allow pot sales in our opt out areas. I have lived here for 20 years and do not want to see our wonderful town allowing this. Dont we have enough crime and problems in our state? Our enforcement people have enough to do without added problems. People here are older and do not need the sales in our lives. Please stop this insidious issue from happening. It only hurts young people now. Thank u. Sandy Rechel

Sent from my Verizon, Samsung Galaxy smartphone

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 4:54 PM
To: Kim Hunter
Subject: FW: Cannibus in Lewiston

From: mizmort
Sent: Wednesday, June 10, 2020 3:19 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Cannibus in Lewiston

We do not need or want any retail sales of cannibus in Lewiston. This is a quaint little historic town, with active churches and schools. Please keep this OUT.
PAM and Bob Mordecai

Sent from my Verizon, Samsung Galaxy smartphone

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:50 PM
To: Kim Hunter
Subject: FW: marijuana sale opt out and retail stores

From: Teri Robertson <
Sent: Wednesday, June 10, 2020 2:31 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: marijuana sale opt out and retail stores

Good afternoon,

Although I live in San Diego, I do visit Trinity County frequently. I enjoy the river, the mountains, and the open air. I always visit local merchants, both to support the Trinity County businesses and for my own enjoyment.

I understand that the Planning Commission is about to consider a zoning change that would allow retail cannabis in Trinity County. I truly hope this change does not occur. I've visited areas that do allow retail stores, and frankly, haven't enjoyed the experience. The areas I've visited that have undergone such a change – really did change, and not in a pleasant way.

I truly believe that passing the zoning change will impact the frequency of visitors to the area who will spend their tourist dollars. I think if you do this, and look back in as little as three years, you will regret the decision.

The area has already opted out of cultivation. I hope you are consistent in your addressing the retail cannabis issue.
Thank you,

Teri Robertson

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:44 PM
To: Kim Hunter
Subject: FW: Keep retail stores out of our town

-----Original Message-----
From: Gale & Theresa <
Sent: Wednesday, June 10, 2020 1:30 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Keep retail stores out of our town

Please look at the damage growing Marijuana has done to Trinity County. Contamination to rivers and streams, uncontrolled illegal grows, more homeless that are attracted to such industry.

Please keep out retail sales We live in Lewiston which is supposed to be an opt area by popular demand, yet still a number of growers are still growing in the opt out zone.

It appears the growers and sellers are getting just about any rezoning or consideration they want no mater what the long time residents think.

PLEASE no on retails sales or rezoning at least until the rest of the illegal operations are taken care of and opt out areas are protected.
Look at the added cost the marijuana industry has given Trinity County already.

Thank you for your time

Gale & Theresa Ickes (

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:45 PM
To: Kim Hunter
Subject: FW: Cannibis stores

From: Pamela Johnson
Sent: Wednesday, June 10, 2020 2:12 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Cannibis stores

As a former 13 year resident of Trinity Count (Lewiston), and a former non uniformed Law enforcement employee at CHP under the leadership of your current Sheriff, Tim Saxon, I am not in favor of any drugs, whether being grown or manufactured, being available for purchase at a store. As far as I know, there is already a drug problem in and around Trinity County and I would hate to see it become worse than it is. The only drugs I advocate for are the ones legally prescribed by a legitimate, honest physician. I consider Trinity County God's country, and it is too beautiful to ruin.

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:45 PM
To: Kim Hunter
Subject: FW: Cannabis sales in Lewiston

-----Original Message-----
From: Robert Karch <
Sent: Wednesday, June 10, 2020 2:19 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Cc: River Rock Gardens Katie Quinn <
Subject: Cannabis sales in Lewiston

Dear Sir and/or Madam,
As a person who grew up in Trinity County (Lewiston and Hayfork) I have retained a love for this beautiful area. I love to return each year to Lewiston to relax, fish and meet with my old Trinity friends. I have noticed in the past few years the proliferation of marijuana growing especially in the Hayfork and Lewiston areas. While it may seem that legal cannabis cultivation can add to the economy of an economically depressed county. I caution you to not be fooled into thinking that more pot cultivation and/or dispensaries will improve the quality of life of people who reside in this beautiful county. It won't. I live in Butte County where cultivation of marijuana has been common for years. With this long experience Butte County leaders have decided to limit the cultivation to recreational uses and have not allowed dispensaries. This has been good for the county I believe. Most importantly, while I am not against personal marijuana, use, we are only beginning the discover the long term effects of this drug and it's possible links to depression and psychosis. Only time will tell. In the mean time it is evident that coexisting with marijuana grows is clearly problematic for neighboring residents. Please, I encourage the powers that be to not rush into expanding marijuana grows and allowing dispensaries. I encourage all interested parties to watch the Netflix documentary "Murder Mountain" for an enlightening story of the county to your Northwest: Humboldt.
Sincerely,
Robert Karch (1964 TCHS alumni)

Sent from my iPhone

From: Lisa Lozier
To: Kim Hunter
Subject: FW: Subject: Hearing by Trinity Planning commission to consider zoning change : retail cannabis in Trinity County June 11, 2020
Date: Wednesday, June 10, 2020 2:45:32 PM

From: Daniel Foley
Sent: Wednesday, June 10, 2020 2:28 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Cc:
San
Ritc
Mic
Bob
Subject: Subject: Hearing by Trinity Planning commission to consider zoning change : retail cannabis in Trinity County June 11, 2020

Trinity County Planning Commission: Please consider our input, as we are unable to attend the meeting of July 11, 2020.

We own property and have been living part time in Lewiston for the past 18 years. We selected Lewiston due to the responsible community, beauty, safety and recreational opportunities. Our children, grandchildren and numerous friends also love the Lewiston area.

We are strong supporters of the current OPT-Out policy for growing and selling of all marijuana products in the Lewiston OPT-OUT Zone. We are vehemently opposed to any consideration of changing the zoning that would allow retail selling, growing, processing of any cannabis (marijuana) products in the Lewiston OPT-OUT zone in Lewiston, California.

Furthemore, we believe:

The ordinance needs opt out areas. Just like with cultivation there are areas where it is not appropriate to have retail cannabis sales. If an area has opted out of cultivation, it should also be opted out of retail sales.

There should be no retail allowed in the downtown historic district or in C-1 or C-2 zones. This is a retail activity that will deter tourists and should be as invisible as possible. It should be limited to heavy commercial zoning.

There should be a cap on the number of retail licenses - 1 retail location should be sufficient for Trinity County. We only have 1 drug store.

The 500 foot setback from churches and schools should be increased to 1000 feet for churches, schools and parks for the protection of children.

Respectfully,

Daniel J. Foley & Joanne R. Foley

Lewiston, California 96052

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 8:23 AM
To: Kim Hunter
Subject: FW: Comments on Cannabis

From: Karen Jernigan <
Sent: Thursday, June 11, 2020 8:05 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Comments on Cannabis

To: Planning Commissioners of Trinity County

From: Karen Vanderwall Jernigan,

RE: Retail cannabis stores

Date: Thursday, June 11, 2020

I have heard that you are facing a decision about whether to allow retail cannabis sales in Trinity County and I want to encourage you to not go down that path.

I lived in Trinity County, in Lewiston, for 10 years and have been returning often as a visitor for 40 years. During that time I've been associated with your tourism industry and have watched as the influence of cannabis use and cultivation has negatively affected how people view your county. It should be seen as one of the most beautiful places in the world yet there is an element of fear that comes from encountering those associated with using and illegally growing cannabis.

A retail storefront is a billboard to promote the use of cannabis, a product that though legalized in California is still illegal federally. The product is controversial just as smoking and vaping are controversial. Warning labels are placed on cigarettes because of health concerns. Do you really want this to be what you are known for? Is the money from taxation going to offset the harm you will do by incurring more law enforcement expense to regulate this? Will it make people want to come to Trinity County or keep them away?

We appreciate that most of the Lewiston area is considered an "opt out" where commercial cannabis cannot be grown. Retail cannabis stores should certainly be kept out of any of the "opt out" areas, particularly the historic districts.

I encourage you to think about the thousands of people who want to enjoy and appreciate your county instead of catering to an industry of questionable ethics.

--

Karen Jernigan,

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:43 PM
To: Kim Hunter
Subject: FW: No retail cannabis in Lewiston!

From: Jeff Hutchinson <
Sent: Wednesday, June 10, 2020 1:12 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: No retail cannabis in Lewiston!

Hello,

I am a frequent visitor to Lewiston and Trinity County. I really do not want to see retail cannabis stores in the Lewiston Community or in any of the historic parts of Trinity County. The ordinance needs to NOT allow retail stores in opt out areas. If an area has opted out of cultivation, it should also be opted out of retail sales.

Thank you
Jeff Hutchinson

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:43 PM
To: Kim Hunter
Subject: FW: Pot shops in Lewiston

-----Original Message-----
From: H C Kemper <
Sent: Wednesday, June 10, 2020 1:01 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Pot shops in Lewiston

My name is Henry Kemper. I and my wife Dixie own a second home in the Lewiston area. We live primarily in Sonoma County. We do not want to see a retail pot shop in our adopted town of Lewiston. I hope that you will consider the wishes of the many people in our town that want to maintain the historical charm of our community. Thank you Henry Kemper

Sent from my iPhone

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:43 PM
To: Kim Hunter
Subject: FW: Cannabis in Lewiston

-----Original Message-----
From: Peggy Prestidge <
Sent: Wednesday, June 10, 2020 12:54 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Cannabis in Lewiston

To Whom It May Concern
We do not live in your area but instead live in a metropolitan area outside of California. We frequently visit Lewiston mainly to experience and enjoy the calm peaceful open space. We love the beautiful clean river and lakes, the opportunity to see and hear birds and other wildlife in their natural setting. We appreciate the relaxed friendly feeling we experience every time we visit. We just heard the county is considering allowing not just the cultivation of more cannabis but also permitting retail locations for the sale of recreational cannabis. This is very distressing to us. Redding is a short drive away with plenty of retail opportunities. Please don't allow this change to Lewiston or Trinity County. We are sure many other visitors to your area feel the same way we do. We come to your area for the beautiful scenery but also for the relaxed and rural atmosphere. Please don't destroy this by allowing the retail sale of cannabis in Trinity county.
Sincerely
Dennis and Peggy Prestidge
Portland, Oregon
Sent from my iPhone

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 2:43 PM
To: Kim Hunter
Subject: FW: I am opposed to having commercial cannibus stores in Trinity County

From: Bob Logan
Sent: Wednesday, June 10, 2020 12:52 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: I am opposed to having commercial cannibus stores in Trinity County

For over 30 years I have been involved in the Trinity County community. I love the beauty, cleanliness, diversity and people of the county. Please listen to your constituents when they seek to keep the quality of life as it has been by not allowing cannibus Retailers in.
Robert Logan

Kim Hunter

From: Lisa Lozier
Sent: Wednesday, June 10, 2020 12:45 PM
To: Kim Hunter
Subject: FW: Zoning changes meeting June 11, 2020

-----Original Message-----
From: Phil Fay ‹
Sent: Wednesday, June 10, 2020 12:22 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Zoning changes meeting June 11, 2020

I am voicing opposition to any zoning changes that would allow retail stores selling Cannabis in the Lewiston community. I am a frequent visitor to Trinity County and in particular Lewiston. Not only frequent, but long time. My family has been frequenting Trinity County since 1975. We particularly have enjoyed the rivers and the friendly Lewiston Community. Where the areas have opted out of cultivation, they should also be opted out of retail sales. I thank you and my family thanks you. Phil Fay.

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 7:45 AM
To: Kim Hunter
Subject: FW: Keep Cannabis Out of Lewiston (and Trinity County!)

From: LAUREL EDWARDS <
Sent: Thursday, June 11, 2020 6:47 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Keep Cannabis Out of Lewiston (and Trinity County!)

Dear Planning Commission,

Please do not allow cannabis retail businesses in Lewiston! It would wreck the small town family-friendly aspects that we now have. As I drive through Oregon and Washington, I have noticed the cannabis retail businesses are on busy streets with many commercial stores surrounding it. We don't have that in Lewiston, nor do we want it. In addition, the stores I've seen have darkened windows, obnoxious neon light signs, and exteriors with bars on the windows and doors. These, too, do not fit in with the welcoming sign at the entrance to Lewiston, which say's "Welcome to Lewiston: Gateway to the Trinitys' Lakes and Mountains."

As it stands, now, there are too many commercial grows here, in or too close to areas that are zoned residential. I'm wondering how that happened. As a long-time (30+ years) resident and employee in the town of Lewiston I've seen many negatives because of the increased cultivation allowed in recent years. As an employee of Lewiston Elementary School, working with young children, I've noticed that the number of learning problems exhibited in children is disproportionately larger among those whose families are in the cannabis business, compared to those whose parents work in other businesses. Recent research proves that the use of cannabis alters brain development. We must not support this type of business!

I would like to invite you, individually, or as a group, to let me lead you on a tour of Lewiston and show you the town that my husband and I thought we would spend the rest of our days in. I will show you how it has changed over the years and how commercial cultivations have contributed to the poverty we see in our school and the destitution that our families with young children are faced with. Please stop this cannabis madness now! Do not promote unhealthy lifestyles, learning difficulties, and economic poverty by allowing retail cannabis to occur in Lewiston, or anywhere in Trinity County.

Sincerely,
Laurel Edwards

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 7:45 AM
To: Kim Hunter
Subject: FW: Retail Cannabis

From: STEVE EDWARDS
Sent: Thursday, June 11, 2020 7:37 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Retail Cannabis

Dear Planning Commission:

We need to rethink land use and commercial businesses that deal with cannabis grows and distribution in Trinity County. I feel there has been no advantage in this county by the legalization and/or distribution of cannabis. It has created more problems than our county has been able to regulate and control. I don't think it will help tourism in our county; in fact, it can be a deterrent to tourism. A no vote that does not allow retail of cannabis is a vote for the good of all..

Sincerely,
Steve Edwards

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 1:39 PM
To: Kim Hunter
Subject: FW: Zoning Change

From: Sherida Bush
Sent: Thursday, June 11, 2020 1:36 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Zoning Change

Dear Commissioners:

My family and I are frequent visitors to Trinity County and enjoy its natural beauty and small towns. I love the Lewiston area in particular, where a friend resides.

I oppose a zoning change to allow retail cannabis, as I believe it would change the character of your communities. Or at least the zoning change should allow areas to opt out of both retail and cultivation if the will of the community is to do so.

Please consider the income visitors bring to your beautiful county before voting for this ordinance. The income to communities from cannabis has been shown to fall far short of expectations, and its impact on county tourism could be much more significant.

Thank you for your consideration.

Best regards,

Sherida Bush

Sherida Bush
Martinez, CA

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 7:23 AM
To: Kim Hunter
Subject: FW: Cannabis retail use and activity

From: Cynthia Luttrell
Sent: Wednesday, June 10, 2020 6:40 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Cannabis retail use and activity

In light of the fact that Lewiston has opted-out of cannabis activity, I strongly urge the planning commission to also opt out of retail connected activity as well.

Sincerely a Lewiston resident-

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 7:45 AM
To: Kim Hunter
Subject: FW: Retail Cannabis

From: STEVE EDWARDS <
Sent: Thursday, June 11, 2020 7:37 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Retail Cannabis

Dear Planning Commission:

We need to rethink land use and commercial businesses that deal with cannabis grows and distribution in Trinity County. I feel there has been no advantage in this county by the legalization and/or distribution of cannabis. It has created more problems than our county has been able to regulate and control. I don't think it will help tourism in our county; in fact, it can be a deterrent to tourism. A no vote that does not allow retail of cannabis is a vote for the good of all..

Sincerely,
Steve Edwards

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 7:27 AM
To: Kim Hunter
Subject: FW: Public Comments on cannabis retail sales

From: Trent Tuthill
Sent: Wednesday, June 10, 2020 8:53 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Public Comments on cannabis retail sales

The following comments are provided for the planning commission to consider:

- The ordinance needs opt out areas. Just like with cultivation there are areas where it is not appropriate to have retail cannabis sales. If an area has opted out of cultivation, it should also be opted out of retail sales.

- There should by no retail allowed in the downtown historic district or in C-1 or C-2 zones. This is a retail activity that will deter tourists and should be as invisible as possible. It should be limited to heavy commercial zoning.

- There should be a cap on the number of retail licenses - 1 retail location should be sufficient for Trinity County. We only have 1 drug store.

- The 500 foot setback from churches and schools should be increased to 1000 feet for churches, schools and parks for the protection on kids.

Thank you for taking my concerns and suggestions into consideration on this important topic.

Thanks
Trent and Andrea Tuthill

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 7:28 AM
To: Kim Hunter
Subject: FW: RETAIL CANNABIS SALES in Trinity County - Proposed Ordinance

From: Bruce & Marilee Taylor
Sent: Wednesday, June 10, 2020 10:52 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: RETAIL CANNABIS SALES in Trinity County - Proposed Ordinance

Members of the Trinity County Planning Commission:

The ordinance referenced above to be considered tonight must have OPT OUT areas. IF there are areas where residents have created OPT OUT CULTIVATION zones...it is NOT APPROPRIATE to have RETAIL CANNABIS SALES in these areas.
The Weaverville Downtown Historic area ...along route 299...is NO place for retail cannabis sales. NONE either should be allowed in C-1 or C-2 zones!
CAP on the # of retail licenses: ONE location, located miles AWAY from the Weaverville Business District centers (AND schools, churches and parks), should be sufficient for any retail sales location. THIS IS A COUNTY OF BARELY OVER 13,000 residents, after all.
Trinity County is NOT Las Vegas, nor any other glitzy Mecca for tourists, and this type of ersatz 'business' entity must be necessarily OFF center, in a location 'off the beaten path'...far from major business districts, hospitals. SCHOOLS, CHURCHES, and PARKS should be OFF LIMITS for the protection of Trinity County YOUTH and ALL citizens (and travelers) who abhor this type of addiction/use or practice,....whether for personal, social or 'therapeutic' practices.
Trinity County relies on 'real' recreationalists, and those who truly appreciate the beauty of this county for tourist visits and dollars;.. and families/individuals do not wish to be faced with Recreational Drug Sales/Use/Users in any capacity. 'Dirty Linen"..no matter how state voters have classified its existence..., NEVER needs to be flaunted. This practice belongs on the OTHER SIDE of town....wherever that might be.
We taxpayers, who chose to retire here and have built our 'dream homes' here,...pay thousands of dollars each year for property taxes;..and get NO 'county-wide" Sheriff Dept. support for robberies in our neighborhoods,...for which we have supplied photos and ID's of the thieves. The ' good Ole Boy System' prevails, and we solid citizens and taxpayers are swept under the Emerald Curtain.
Please get REAL: setbacks from schools, churches and parks MUST be increased to 1000 feet. ERR on the side of Right and Common Sense ,and relegate this 'industry' to the "Other Side of Town" (wherever that might be). WE do not deserve to have to put up with the SMELL, the robberies and the 'attractive nuisance' this 'industry' attracts;...and there is SO Much of this, that the Sheriff's Dept. does not address,...for every kind of excuse,... that Inquiring Minds and Tax Paying Citizens must ask: WHAT are we getting for our tax dollars in Trinity County???? 350' setback exemptions: Please...consider your taxpaying base...on the whole!
There are SO MANY illegal pot grows on Fountain Ranch Road alone,....that this whole pompous discussion is laughable. YOU members of the Commission, are sworn to uphold the rights of all citizens and the regs and zoning laws of this state and county.
Thank you for your service, members of the Commission; and for rational and intelligent regulations to zone an 'ersatz industry' to locations where it belongs.
At our age, we cease to have patience with 'users' of any kind. WE pay for all their exigencies.... through one Federal, State, County fund or another.
In the Best Interests of the Citizenry of Trinity County,
Marilee and Bruce Taylor

Salyer, CA (the forgotten sector of this fine county)

From: Lisa Lozier
To: Kim Hunter
Subject: FW: Keep Cannabis Out of Lewiston (and Trinity County!)
Date: Thursday, June 11, 2020 7:44:48 AM

From: LAUREL EDWARDS <
Sent: Thursday, June 11, 2020 6:47 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Keep Cannabis Out of Lewiston (and Trinity County!)

Dear Planning Commission,

Please do not allow cannabis retail businesses in Lewiston! It would wreck the small town family-friendly aspects that we now have. As I drive through Oregon and Washington, I have noticed the cannabis retail businesses are on busy streets with many commercial stores surrounding it. We don't have that in Lewiston, nor do we want it. In addition, the stores I've seen have darkened windows, obnoxious neon light signs, and exteriors with bars on the windows and doors. These, too, do not fit in with the welcoming sign at the entrance to Lewiston, which say's "Welcome to Lewiston: Gateway to the Trinitys' Lakes and Mountains."

As it stands, now, there are too many commercial grows here, in or too close to areas that are zoned residential. I'm wondering how that happened. As a long-time (30+ years) resident and employee in the town of Lewiston I've seen many negatives because of the increased cultivation allowed in recent years. As an employee of Lewiston Elementary School, working with young children, I've noticed that the number of learning problems exhibited in children is disproportionately larger among those whose families are in the cannabis business, compared to those whose parents work in other businesses. Recent research proves that the use of cannabis alters brain development. We must not support this type of business!

I would like to invite you, individually, or as a group, to let me lead you on a tour of Lewiston and show you the town that my husband and I thought we would spend the rest of our days in. I will show you how it has changed over the years and how commercial cultivations have contributed to the poverty we see in our school and the destitution that our families with young children are faced with. Please stop this cannabis madness now! Do not promote unhealthy lifestyles, learning difficulties, and economic poverty by allowing retail cannabis to occur in Lewiston, or anywhere in Trinity County.

Sincerely,
Laurel Edwards

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 12:08 PM
To: Kim Hunter
Subject: FW: Cannabis Meeting 6/11/20 7 PM -- Retail Cannabis Sales In Trinity County

From: Joyce Wilhite
Sent: Thursday, June 11, 2020 12:04 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Cannabis Meeting 6/11/20 7 PM -- Retail Cannabis Sales In Trinity County

To The: Trinity County Planning Commission

Lewiston opted out of commercial cannabis grows – we want to opt out of all Commercial Cannabis activity, including retail cannabis sales. The ordinance needs to not allow retail stores in opt out areas. If an area has opted out of cultivation, it should also be opted out of retail sales and all commercial cannabis activities.

There should be no retail allowed in the downtown historic district or in C-1 or C-2 zones.

The 500 foot setback from churches and schools should be increased to 1000 feet for churches, schools and parks for the protection of kids.

We don't need retail cannabis sales in Trinity County!!

Lewiston, fortunately, was able to cpt out of commercial cannabis growing. We certainly don't want cannabis sold in a store on our streets.

We have family and friends that enjoy coming to Lewiston to enjoy the fresh air and beautiful pristine surrounds. They will not visit and spend their money in our beautiful town if they have to smell and see cannabis stores.

Stop allowing POT GROWERS to make our County's Decisions, Rules and Regulations!!

Regards,
Gerald & Joyce Wilhite
Property Owners and Tax Payers
in Trinity County Since 1987

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 12:08 PM
To: Kim Hunter
Subject: FW: Lewiston OPT OUT

From: Becky Duncan ·
Sent: Thursday, June 11, 2020 12:00 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Lewiston OPT OUT

As a many-years-property owner/resident of Lewiston, I see Lewiston's future as a lovely community again under threaten from the ubiquitous cannabis industry.

I do not want Commercial Cannabis business in our town or outlying areas. I request an increase to 1000 foot setback near schools & churches. Having a neighboring property owner who has illegal growing and I'm sure drug production (a young girl I know used to go there to buy drugs), makes my awareness acute.

I sent in a complaint probably one or two years ago, through the county complaint site re: a large grow on the mountain west of the Lewiston valley. The property is lit up like a landing field each night. It is clear there are lights in their temporary hoop houses, which from my reading of the regs, is illegal. *"No mechanical, electrical or plumbing devices used in or around the hoop-house. 3. Extension cords are NOT allowed. 4. Artificial lights are NOT allowed in the hoop-house".*

My complaint had the parcel number or close to it. There are at least 4 large hoop houses reflecting the sun during the day and bright "city lights" at night. It is obvious. Nothing changed after my complaint.

As noted in the paper recently, often the growers push for more, threatening lawsuits to get more, more, more. Similar to a baby whining when it does not get its way.

I'm thankful Kim Hunter is going by the regs.

Thank you.

Becky Duncan
Lewiston CA

--

What is life? It is the flash of a firefly in the night. It is the breath of a buffalo in the wintertime. It is the little shadow which runs across the grass and loses itself in the sunset. ~ Crowfoot

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 12:08 PM
To: Kim Hunter
Subject: FW: Lewiston Opt OUT

From: Jennilea Brookins <
Sent: Thursday, June 11, 2020 11:53 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Lewiston Opt OUT

Trinity County Planning Commissioners,

Lewiston opted out of commercial cannabis grows – we want to opt out of all Commercial Cannabis activity, including retail cannabis sales. The ordinance needs to not allow retail stores in opt out areas. If an area has opted out of cultivation, it should also be opted out of retail sales and all commercial cannabis activities.

There should be no retail allowed in the downtown historic district or in C-1 or C-2 zones.

The 500 foot setback from churches and schools should be increased to 1000 feet for churches, schools and parks for the protection of kids.

Not every corner of our county needs to be taken over by the Cannabis. Please help keep parts of our county open for people to be able to choose to live and visit in an area of our amazing county without being impacted by the smell, sight, traffic and environment that comes hand and hand with commercial Cannabis.

Thank you,

Jenni Brookins

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 11:57 AM
To: Kim Hunter
Subject: FW: Retail sales planning commission meeting 6/11/2020

From: steve rhodehouse <
Sent: Thursday, June 11, 2020 9:06 AM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Fwd: Retail sales planning commission meeting 6/11/2020

Sent from my iPad

Subject: Retail sales planning commission meeting 6/11/2020

Hello all , we hope this finds you all in great health and spirit. Surely you are.
As we wait with patient endurance for our OPT OUT to be finalized for Rush Creek Estates and surrounding hills, similar concerns are also relative to retail cannabis in Trinity , not being allowed just anywhere.

If there is to be retail sales ,an ordinance needs include opt out areas as well, just like cultivation, it's not appropriate anywhere and everywhere. If an area is opted out of cultivation it should also apply to retail sales. We concur with Exclusion in hi density populated areas, downtown historic district and C1 and C2 zones. That would be a negative effect on tourists, so if it's deemed necessary it should be limited to heavy commercial and invisible as much as possible.

The idea we have one pharmacy should also be sufficient for retail sales. One.
The current setback should also be doubled to 1000' from churches, schools and parks for the protection of children and community members. Especially in light of the May 3rd violent home invasion in Hayfork.

Thank you for your consideration

Steve Rhodehouse
Carolyn Fencil

Sent from my iPad

UNDERWOOD LAW OFFICES P.C.

Weaverville Office:
P.O. Box 2428
Weaverville, CA 96093
Telephone: (530) 623-2200

James M. Underwood

Redding Office:
1274 Court Street
Redding, CA 96001
Telephone (530) 276-8246

DELIVERED VIA E-MAIL & US MAIL

Trinity County Planning Commission
C/o Kim Hunter, Director
Trinity County Planning Department
P. O. Box 2819/61 Airport Road
Weaverville, California 96093

Re: Proposed Cannabis Storefront Retail Sales Ordinance

Dear Planning Commissioners:

My office represents Trinity Action Association ("TAA"). As you may know, TAA is a local organization with County-wide membership, whose stated mission is to, among other things, promote and support economic development of all legal and environmentally-responsible industries, including the cannabis industry, in an orderly manner and in accordance with sound planning principles, including compatibility with the land use priorities of existing neighborhoods.

With the foregoing objectives in mind, TAA is submitting these written comments concerning the proposed cannabis storefront retail ordinance to be considered by your Commission at its meeting of June 11th, 2020.

1. Opt-Out Areas - The proposed ordinance includes no opt-out out areas, and should. Just like with cultivation there are areas where it is not appropriate to have highly visible retail cannabis sales. If an area has opted out of cultivation, it should also be opted out of retail sales. This would leave ample locations throughout the county for storefront retail cannabis sale activities.

2. Limitations in Specified Zoning Districts - There should be no retail allowed in the Downtown Historic District in Weaverville, nor in C-1 or C-2 zones. This is a particular retail activity that will likely deter tourism and should therefore be limited in location so as not to have a negative impact on Trinity County's important tourism economy. Some TAA members, at the very least, are advocating for an ordinance change to require applications for such activities within the herein referenced districts are made subject to a conditional use permit to be approved by the Commission and made appealable to the Board of Supervisors.

3. Larger Setbacks from Sensitive Adjoining Uses – The proposed 500 foot setback from churches and schools, and similar sensitive adjoining land-uses, should be increased to 1000 feet. There will be ample areas of proposed storefront retail cannabis sales, and the County should affirmatively limit proximity to sensitive neighboring uses, and particularly those involving children.

Some TAA members also think that a numerical cap on the maximum number of licenses to be issued for storefront retail cannabis sales makes sense. It is noteworthy that there is only one (1) drug store in all of Trinity County.

Thank you for considering the foregoing requests as your Commission considers public input and resulting recommendations to the Board of Supervisors.

Sincerely,

James M. Underwood

Cc: Trinity Action Association

Kim Hunter

From: Sally Barrow <
Sent: Thursday, June 11, 2020 4:06 PM
To: Kim Hunter
Subject: Re: FW: Comments regarding Retail Cannabis Storefront Ordinance

Will this work?

Thanks always

On Thu, Jun 11, 2020 at 4:05 PM Sally Barrow wrote:
Comments regarding Retail Cannabis Ordinance

Because a provision for creating new opt-out areas was not included in the Commercial Cannabis Ordinance, my neighbors on Bear Creek Road, Rush Creek Estates and the neighborhoods near Trinity Dam Blvd. are engaged in an uphill battle to regain the right to determine what our residential neighborhoods should look like.

Please include an opt-out provision as you establish the ordinance controlling cannabis retail storefronts. Established businesses, representing enormous financial investment and untold hours of hard work, should have a right to object to a retail cannabis storefront in their area if they feel it would be detrimental to their business. Concerned citizens should also have a voice in individual locations being considered. Since the Historical District of Weaverville, C-1 and C-2 zoning areas depend on families and tourists for their success, these zones seem particularly unsuitable for the cannabis retail storefronts.

Thanks for considering this.

Sally Barrow

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 4:17 PM
To: Kim Hunter
Subject: FW: Proposed Zoning change for retail cannabis stores in Trinity County

From: Bob Self <
Sent: Thursday, June 11, 2020 4:12 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Proposed Zoning change for retail cannabis stores in Trinity County

We have been to Lewiston, Weaverville and other beautiful areas in Trinity County. The beauty of floating down the river, exploring the country roads, and enjoying the small towns is what makes these mountain areas so unique and special.

Lewiston where we have visited the most is an area that opted out of growing cannabis commercially. Since the residents didn't want commercial growing of cannabis, it doesn't make sense to allow retail stores to become part of the community setting.

Accordingly, we oppose this zoning change.

Carole and Bob Self
San Diego, California

Kim Hunter

From: Lisa Lozier
Sent: Thursday, June 11, 2020 4:17 PM
To: Kim Hunter
Subject: FW: Retail sales of cannibis

-----Original Message-----
From: Dolores Howard <
Sent: Thursday, June 11, 2020 3:19 PM
To: Info.Planning <Info.Planning@trinitycounty.org>
Subject: Retail sales of cannibis

Ladies/gentlemen:

I am a long-time property owner in Trinity County and current resident in Lewiston. Many times in the past I have welcomed friends and relatives to my home for visits. I love living in a "clean" area and have been able to report to others that this is an area they can visit for outdoor recreation. I have hated the advent of cannibis growers and their stinky crops. I am thankful that Lewiston opted out.

Now these growers want retail sales of their dangerous product. Please help keep retail sales out of Lewiston and Weaverville. Both are lovely historic places with impressionable children, recreational and tourist offerings, churches and, hopefully, growing populations.

Keep cannibis growers and retail sales out of our area, please!

Dee Howard, Lewiston

Sent from my iPad

TRINITY COUNTY
COMMUNITY DEVELOPMENT SERVICES
BUILDING ♦ PLANNING ♦ ENVIRONMENTAL HEALTH
P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1351 ♦ FAX (530) 623-1353

Kim Hunter, Director

MEMORANDUM

DATE: July 2, 2020

TO: Members of the Trinity County Planning Commission

FROM: Kim Hunter, Director of Planning and Building

SUBJECT: Agenda Item 2 – Retail Storefront Ordinance (DEV-20-02)

Staff is requesting a continuance of this item to the July 23, 2020 Planning Commission to provide staff adequate time to make the recommended revisions, further review State law and compile relevant data regarding Cannabis retail storefront uses.

TRINITY COUNTY
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PHONE (530) 623-1351 ♦ FAX (530) 623-1353

Kim Hunter, Director

MEMORANDUM

DATE: July 17, 2020

TO: Members of the Trinity County Planning Commission

FROM: Kim Hunter, Director of Planning and Building

SUBJECT: Agenda Item 1 – Retail Storefront Ordinance (DEV-20-02)

Due to unforeseen events, staff has been unable to complete the recommended revisions, further review State law or compile relevant data regarding Cannabis retail storefront uses as anticipated and is requesting that this item be continued to the August 13, 2020 Planning Commission meeting.

TRINITY COUNTY
COMMUNITY DEVELOPMENT SERVICES
BUILDING ♦ PLANNING ♦ ENVIRONMENTAL HEALTH
P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1351 ♦ FAX (530) 623-1353

Kim Hunter, Director

MEMORANDUM #2

DATE: July 23, 2020

TO: Members of the Trinity County Planning Commission

FROM: Kim Hunter, Director of Planning and Building

SUBJECT: Agenda Item 1 – Retail Storefront Ordinance (DEV-20-02) Comments Received

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The attached comments have been received regarding the proposed Cannabis Retail Storefront Ordinance.

1. Scott Morris comment letter and attachment (received July 6, 2020 via email)
2. Mr. Mrs. D. Dickerson comment letter (received July 17, 2020)

To: Trinity County Planning Commission

Re: Retail Cannabis Dispensaries in Trinity County

From: Scott Morris, Citizen

I am writing you today to express my opposition to retail cannabis shops in Trinity County. As the previous Substance Abuse Prevention Specialist for over thirteen year in Trinity County, I know well how susceptible our youth are to Cannabis abuse. The science is clear on the adverse effects of THC on the adolescent brain which does not complete development until the age of twenty-five. Despite the fact that Cannabis shops are only allowed to sell to those over twenty-one years of age, access to cannabis will become even easier for children in a county already awash in black market and homegrown cannabis. With retail cannabis shops, we will see a huge increase in edibles with poorly controlled dosage standards and products that are specifically designed and marketed to children and young adults.

Cannabis products targeting children include cannabis infused and colored Gummy Bears, lollypops, chocolate truffles and other candy products. Cannabis related emergency room visits across the country are up specifically due to overdoes from cannabis edibles. Both adult and underage patients experience rapid heartbeats, confusion and psychotic breaks. Edible cannabis is burdening already overtaxed mental health systems, emergency room health care providers and local law enforcement agencies. Emergency room visits due to edible cannabis are well document, particularly in states where cannabis has been legalized and continue to increase. Childhood exposure to and abuse of cannabis sets up the adolescent brain for a life time of substance abuse risk. Cannabis oil vaping products are just as popular as tobacco vaping products and are sold in flavors specifically designed to appeal to children and are merchandised and promoted by most retail cannabis outlets.

The cannabis industry is following the same play book as the alcohol and tobacco industry when it comes to advertisement and products which specifically appeal to underage youth and young adults. In Trinity County we have the opportunity to create safer, healthier communities. This work starts with this Planning Commission stopping the commercial cannabis industry's exploitation of our youngest citizens by refusing to allow retail cannabis in Trinity County. Thank you for your dedication to creating healthier communities through better planning.

Sincerely,

Scott A. Morris

Weaverille, California 96093

COVID-19 is an emerging, rapidly evolving situation.

Get the latest information from **CDC (coronavirus.gov)** | **NIH Resources** | **NIDA Resources**

National Institutes of Health
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NIH National Institute on Drug Abuse
Advancing Addiction Science

Home / About NIDA / Legislative Activities / Testimony to Congress / Marijuana and America's Health: Questions and Issues for Policy Makers

Testimony

Marijuana and America's Health: Questions and Issues for Policy Makers

October 23, 2019

Presented by VADM Jerome M. Adams, M.D., M.P.H., U.S. Surgeon General and Nora D. Volkow, M.D., Director, National Institute on Drug Abuse
Presented to Caucus on International Narcotics Control

Go to the Senate Caucus on International Narcotics Control site

Chairman Cornyn, Co-Chairwoman Feinstein and members of the Caucus on International Narcotics Control, we appreciate the opportunity to share the content of the recent Surgeon General's Advisory on Marijuana Use and the Developing Brain with you, and to join national experts to discuss this complex issue that demands our attention and action. Recent increases in

access to marijuana and in its potency, along with misperceptions of its safety, endanger our most precious resource, our nation's youth.

Background

Marijuana, or cannabis, is the most commonly used illicit drug in the United States. In 2018, 43.5 million people reported using marijuana in the past year.[1] Marijuana acts by binding to cannabinoid receptors in the brain to produce a variety of effects, including euphoria, intoxication, and memory and motor impairments. These cannabinoid receptors are part of an extensive endocannabinoid system that regulates a wide range of functions, including brain development.

The endocannabinoid system appears relatively early during fetal development. As the fetal brain grows, this system influences how brain cells develop and connect with one another, and it plays a major role in the formation of brain circuits including those important for decision making, mood, and responding to stress.[2] Not surprisingly, animal studies have shown that in utero exposure to marijuana can interfere with the proper development and regulation of brain circuitry. Moreover, the endocannabinoid system is a critical regulator of the neuronal hardwiring that translates experience throughout the teen years and young adulthood into mature brain architecture. This helps explain why the developing brain is particularly vulnerable to chronic exposure to delta-9-tetrahydrocannabinol (THC), the component of marijuana responsible for euphoria, intoxication, and addiction.

Marijuana and its related products are widely available in multiple forms, with varying concentrations of constituent chemicals, the most salient of which are known collectively as "cannabinoids". In addition to varying levels of THC, marijuana also contains cannabidiol (CBD). While pure CBD is not intoxicating and does not lead to addiction, its long-term effects are largely unknown. In addition to THC and CBD, the marijuana plant also contains hundreds of other cannabinoid and non-cannabinoid components, many of which have not been studied extensively.

Marijuana has changed over time; the marijuana available today is much more potent than what was available in the past. The THC concentration in commonly cultivated marijuana plants increased three-fold between 1995 and 2014 (4 percent and 12 percent, respectively),[4] and marijuana available in dispensaries in some states has average concentrations of THC between 17.7 percent and 23.2 percent.[5] Concentrated products, commonly known as dabs or waxes, are

widely available to recreational users today and may contain between 23.7 percent and 75.9 percent THC.[6]

The risks of physical dependence, addiction, and other negative consequences increase with frequent use, exposure to high concentrations of THC[7] and with younger age of initiation. Higher doses of THC are more likely to produce anxiety, agitation, paranoia, and psychosis.[8] Use of edible marijuana can increase the risk of unintentional overdose due to its lengthy absorption time and delayed effect, often prompting the user to take a second dose. Edibles, which may have the appearance of desserts or snacks, are also increasingly a cause of accidental ingestion by children[9] and adolescents.[10] In addition, chronic users of marijuana with a high THC content are at risk for developing a condition known as cannabinoid hyperemesis syndrome, which is marked by severe cycles of nausea and vomiting.[11] The increase in the THC content of marijuana, combined with the growing availability of loosely regulated cannabis products, has led to a worrisome upward trend in the rate of calls to poison control centers and emergency department visits over the past decade.

Surgeon General's Advisory on Marijuana Use and the Developing Brain

On August 29, 2019, the Surgeon General's Advisory on Marijuana Use and the Developing Brain was issued to emphasize the importance of protecting our Nation from the health risks of marijuana use in adolescence and during pregnancy. This advisory is intended to raise awareness of the known and potential harms that the increasing availability of highly-potent marijuana in multiple, concentrated forms poses to the developing brain of youth and young adults who consume it. These harms can be long-lasting and costly to individuals and to our society, impacting mental health and educational achievement and raising the risks of addiction and other psychiatric disorders. In addition to the health risks posed by marijuana use, the sale or possession of marijuana remains illegal under federal law, notwithstanding some state laws to the contrary.

Marijuana Use during Pregnancy

Pregnant women use marijuana more than any other illicit drug. In a national survey, marijuana use in the past month among pregnant women doubled (3.4 percent to 7 percent) between 2002 and 2017[12], although this trend may be starting to reverse based on the most recent data reported in the National Survey on Drug Use and Health. In a study conducted in a large health system in California, marijuana use rose by 69 percent (4.2 percent to 7.1 percent) between 2009

and 2016 among pregnant women, with the highest rates of use occurring among pregnant women under the age of 25. These researchers found that 22 percent of pregnant girls under the age of 18 and 19 percent of pregnant women ages 18-24 used marijuana in 2016.[13] Alarmingly, many retail dispensaries recommended marijuana to pregnant women for morning sickness.[14]

Since the THC in marijuana crosses the placenta, it may disrupt the important role the endocannabinoid system plays in fetal brain development and in maintaining a healthy pregnancy.[2] Moreover, the placenta itself has cannabinoid receptors, which might contribute to restricted fetal growth with cannabis use during pregnancy[34]. Indeed, studies have shown that marijuana use in pregnancy is associated with adverse outcomes, including lower birth weight and16 and preterm delivery.[35] For example, The Colorado Pregnancy Risk Assessment Monitoring System reported that maternal marijuana use was associated with a 50 percent increased risk of low birth weight regardless of maternal age, race, ethnicity, education, and tobacco use.[16]

The American College of Obstetricians and Gynecologists holds that "[w]omen who are pregnant or contemplating pregnancy should be encouraged to discontinue marijuana use. Women reporting marijuana use should be counseled about concerns regarding potential adverse health consequences of continued use during pregnancy."[17] In a 2018 clinical guidance statement, the American Academy of Pediatrics recommended that health professionals, "...advise all adolescents and young women that if they become pregnant, marijuana should not be used during pregnancy"[18].

While cannabis use *during* pregnancy is associated with increased risk of adverse birth outcomes, later effects on the child due to exposure to THC through breastmilk are still unclear. This is in part due to challenges disentangling the long-term effects associated with marijuana exposure *in utero* versus during nursing. Although additional research is needed in this area, there is ample reason for caution, as THC has been detected in breastmilk for up to six days after the last recorded use. Additionally, marijuana smoke contains many of the same harmful components as tobacco smoke;[22] no one should smoke marijuana or tobacco around a baby.

Marijuana Use during Adolescence

Each day in 2018, 3700 adolescents aged 12 to 17 became new users of marijuana.[1] Although marijuana use declined among 8th graders and remains unchanged among 10th and 12th graders compared to five years ago, high school students' perception of the harm from regular marijuana use has been steadily declining over the last decade.[24] In 2018, only about a third (34.9 percent) of adolescents aged 12 to 17 perceived great risk from weekly marijuana use.[1] During this same

period, a number of states legalized adult and/or so-called medicinal use of marijuana, though it remains illegal under federal law. Importantly, medical marijuana laws may allow for use at a younger age than adult recreational laws. The legalization movement may be impacting youth perception of harm from marijuana.

The human brain continues to develop from before birth into the mid-20s and is vulnerable to the effects of addictive substances.[25, 26] Frequent marijuana use during adolescence is associated with structural and functional changes in areas of the brain involved in attention, memory, decision-making, and motivation, and in deficits in attention and memory.[27] Marijuana can also impair learning in adolescents. Chronic use is linked to declines in IQ and school performance, which may jeopardize professional and social achievements, and life satisfaction.[29] Regular use of marijuana in adolescence is linked to increased rates of school absence and drop-out, as well as suicide attempts.[29]

Marijuana use is also linked to both overall risk for and early onset of psychotic disorders, such as schizophrenia. The risk for psychotic disorders increases with frequency of use, potency of the marijuana product, and younger age of initiation.[30] Adolescent marijuana use is also associated with other substance use.[31,32] In 2017, teens 12-17 reporting frequent use of marijuana showed a 130 percent greater likelihood of misusing opioids.[23] 2018 data from 8th, 10th, and 12th graders show that a third reported lifetime cannabis use and almost a quarter reported lifetime use of concentrated products. Adolescents using concentrates show higher rates of other substance use and risk factors for substance use-related problems.[33] Marijuana's increasingly widespread availability in multiple and highly potent forms, coupled with a false and dangerous perception of safety among youth, merits a nationwide call to action.

Research Supported by the National Institutes of Health's (NIH) National Institute on Drug Abuse (NIDA)

NIH supports a broad range of research aimed at understanding the public health effects of marijuana use at all stages of life. NIDA's portfolio includes research on the pharmacology of THC and other cannabinoids in the marijuana plant; the molecular mechanisms underlying the effect of marijuana use on the brain, including its development; epidemiologic studies to elucidate the prevalence and patterns of marijuana use; research to understand the brain changes associated with cannabis addiction and other adverse effects such as amotivation, an unwillingness to participate in normal social situations; research on the potentially beneficial effects of marijuana and its constituent compounds; applied research aimed at preventing and treating cannabis

misuse and addiction; as well as research aimed at understanding how marijuana policies affect public health.

There is still much we do not know about the impact of marijuana exposure during the vulnerable periods of adolescence and pregnancy; therefore, these remain key areas of focus for NIDA. Two current studies with great potential to advance knowledge in these areas are the Adolescent Brain Cognitive Development (ABCD) study and the HEALthy Brain and Child Development (HBCD) study. ABCD, the largest long-term study of brain development and child health in the United States, is expected to yield an unprecedented amount of information about normal brain development and how it is affected by substance use—including use of marijuana—and other childhood experiences. The ABCD study has recruited over 11,000 children ages 9-10 and is following them into early adulthood. By integrating structural and functional brain imaging with genetic and biological markers, along with psychological, behavioral, and other health assessments, ABCD will increase our understanding of the many factors that can enhance or disrupt a young person's life trajectory. Complementing ABCD is the HBCD Study, which is currently in its planning phase. HBCD would establish a large cohort of pregnant women and assess maternal and child outcomes over the course of at least 10 years. In parallel to the ABCD study, findings from this cohort will help researchers understand both normal childhood brain development as well as the long-term impact of prenatal and postnatal drug and environmental exposures.

Key Messages and Critical Actions

No amount of marijuana use during pregnancy or during youth when the brain is under development is known to be safe. Until and unless more is known about the long-term impact, the safest choice for pregnant women and youth is not to use marijuana. Although women generally tend to limit drug use during pregnancy, education efforts on marijuana's adverse effects during pregnancy should be expanded and improved. Pregnant women and youth--and those who love them--need the facts and resources to support healthy decisions. It is critical to educate women and youth, as well as family members, school officials, state and local leaders, and health professionals, about the risks of marijuana.

Science-based messaging campaigns and targeted prevention programming are urgently needed to ensure that risks are clearly communicated and amplified by local, state, and national organizations. Clinicians can help by asking about marijuana use, and by informing pregnant women, new mothers, young people, and those vulnerable to psychotic disorders of the risks associated with marijuana use. Clinicians can also prescribe safe, effective, and FDA-approved treatments for nausea, depression, and pain during pregnancy.

What we know now about the impact of marijuana exposure during adolescence, as well as during prenatal development is enough to warrant concern and action. Still, further research is needed to understand the full effects of marijuana exposure on biological, cognitive, and social development, especially the mid- and long-term consequences of prenatal and youth exposures. The wide and ever-increasing array of cannabis products used both recreationally and for therapeutic purposes also raise significant public health concerns, particularly when used by young people and pregnant women. Additional research aimed at evaluating the health effects of these products is critical.

Thank you for the opportunity to share this summary of the current trends in marijuana use among youth and pregnant women; the state of the evidence regarding the harms to developing brains; and the steps we can take together to understand more about and to mitigate those harms in order to protect our youth, the future of our nation. I am happy to answer any questions you may have.

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Related Articles

Testimony

Hearing on Cannabis Policies for the New Decade

Testimony

Federal Efforts to Combat the Opioid Crisis: A Status Update on CARA and Other Initiatives

Canadian Paediatric Society

POSITION STATEMENT

Cannabis and Canada's children and youth

Principal author(s)

Christina N Grant, Richard E Bélanger; Canadian Paediatric Society, Adolescent Health Committee

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Abstract

Cannabis is the most common illicit drug used worldwide and it is used frequently by Canadian teenagers. Cannabis use during adolescence can cause functional and structural changes to the developing brain, leading to damage. Marijuana use in this age group is strongly linked to: cannabis dependence and other substance use disorders; the initiation and maintenance of tobacco smoking; an increased presence of mental illness, including depression, anxiety and psychosis; impaired neurological development and cognitive decline; and diminished school performance and lifetime achievement. Rates of acute medical care and hospitalization for younger children who have ingested cannabis unintentionally are increasing. Ongoing debate concerning cannabis regulation in Canada makes paying close attention to the evidence for its health effects and ensuring that appropriate safeguards are in place, vital public health priorities.

Keywords: Adolescents, CUD, CWS, Neurodevelopment, THC, Youth

Cannabis refers to various psychoactive preparations of the plant *Cannabis sativa*, including marijuana (the dried and crushed leaves and flower buds), hashish (the resin of flower buds) and cannabis extracts (i.e., oils or wax). Common terms for marijuana include 'pot', 'grass' and 'weed'. Cannabis can be inhaled (as smoke or vapour) or ingested, depending on its form. When smoked, joints (cannabis cigarettes), blunts (cannabis cigars) and pipes (from personal devices to large, shared bongs) are commonly employed. A growing trend in e-cigarette use by youth has led to the more recent practice of 'vaping' cannabis [1]. 'Edibles' or marijuana-infused food products in various formats, including cookies and candies, may attract teens who wish to avoid smoking [2].

Although some study participants claim that recreational cannabis use has positive effects [3], most of the scientific literature has focused on its deleterious outcomes. In light of the current public debate on the decriminalization and legalization of cannabis in Canada, paediatricians and other health care providers need to be aware of the physical and mental health issues that are specific to cannabis use by youth as well as the risks to younger children of unintentional exposure. Cannabis use for medical purposes has been addressed in a recent position statement from the Canadian Paediatric Society [4].

INCIDENCE AND PREVALENCE

Cannabis is the world's most widely used illicit drug. In 2010, Canadian youth ranked first for cannabis use among 43 countries and regions across Europe and North America, with one-third of youth (regardless of gender) having tried cannabis at least once by age 15 [5]. Regional variations in the frequency of cannabis use exist, with Atlantic and Western provinces in Canada reporting higher use than other regions [6]. Indigenous youth are particularly at risk; nearly two-thirds of 15- to 19-year-old Inuit participants from an earlier study in Nunavik, Quebec, self-reported past-year use [7]. In Ontario, 13.8% of 7th to 12th graders reported past-month use for 2015, while 12th graders reported the highest daily use, at 5.6% [8]. Frequency of use increases as students progress through high school, yet global use among Canadian youth has declined since the turn of the century.

A concerning inverse relationship exists such that as the perceived harm related to cannabis use decreases, the frequency of cannabis use increases [8]. The effect of legalizing cannabis on rates of use in adolescents in some parts of the USA is under preliminary study. Although early reports from Colorado and Washington do not appear to indicate a significant increasing prevalence among adolescents [9][10], Colorado has recently reported one of the highest state prevalences for cannabis use in adolescents, while other states experienced a decline in use during the same period. Colorado has also reported increasing rates of use as students progress through high school [10], while perceptions of risk declined among youth in both states [9][10].

Scientific research over the last 15 years has established that the human brain continues to develop into a person's early 20s. Concern is rising that exposure to cannabis during this important developmental period causes greater adverse effects in adolescents compared with older adults, whose brains are fully developed [11][12]. One of the main chemicals responsible for the perceptual and emotional changes associated with cannabis is delta-9-tetrahydrocannabinol (delta-9-THC), which stimulates the cannabinoid receptors. These receptors modulate the secretion of gamma-aminobutyric acid and glutamate within the central nervous system, two neurotransmitters that have significant neurodevelopmental effects on the brain [13]. The frontal cortex, responsible for higher order cognitive processes such as judgment and decision making, is undergoing rapid change and, as such, is more susceptible to THC [14]-[16]. The endocannabinoid system, which is involved in the maturation of cortical neuronal networks through the modulation of dopamine, is affected concurrently. When exogenous THC enters the system, it targets receptors in much higher quantities than endogenous cannabinoids and 'floods' receptors, with two main results: a system that is no longer working as effectively and toxic changes to the neurons involved [17].

Structural changes on MRI have also been documented in youth who use cannabis regularly. They show lower brain volumes, different folding patterns and thinning of the cortex, less neural connectivity and lower white matter integrity, all of which indicate damage by THC [18]. Finally, functional MRI studies in adolescents who use cannabis regularly have demonstrated increased neural activity, which means the brain is working harder to perform tasks. In other words, the brain must overcome or compensate for altered integrity caused by the effects of cannabis use [19]. Importantly, the THC content of marijuana available today is two to four times higher than from typical products used 40 years ago [20], a factor likely to magnify impact on the adolescent brain.

INTOXICATION

The experience of being 'high' described by users encompasses a wide range of sensations, with euphoria, distorted perception and relaxation being the most common. Some users experience extreme anxiety and 'panic attack'-like symptoms [21]. Documented areas of impairment include short-term memory, performance of complex mental tasks, attention and judgment. Reaction times and motor skills are also compromised [22]. Many occasional users of cannabis only experience the intended effects of a high, but risks for an adverse experience still exist, especially for regular users.

Cannabis-impaired driving is now more prevalent among adolescents than alcohol-impaired driving [8]. In 2015, 9.8% of Ontario students in grades 10 to 12 with a driver's licence admitted to having driven after using cannabis at least once during the previous year [8]. One meta-analysis revealed that cannabis use more than doubled the risk of being in a motor vehicle accident [23]. Simulation studies have identified the deficits associated with driving under the influence of cannabis, with a lowered ability to stay within a lane being the driving skill most affected [24][25]. According to a recent survey, only 48% of Canadian teens 16 to 19 years of age recognized the danger of driving under the influence of cannabis, compared with 79% who recognized the risk of driving under the influence of alcohol [26]. In fact, both cannabis and alcohol impair driving significantly, and it is likely that the effects are cumulative [26]. However, while blood ethanol levels are readily measurable and can establish recent use, reliable laboratory markers of acute cannabis use are still under investigation. Persistence of metabolites in urine for as long as 77 days after cessation of cannabis use has been described [27].

Furthermore, consuming cannabis-infused edibles may inadvertently result in toxicity because absorption can take hours, compared with minutes when smoking [2]. An individual who does not yet feel an effect may over-consume, and the unintended consumption of edibles manufactured to look like sweets by younger children is particularly concerning. In Colorado, rates of unintentional ingestion in children <9 years of age increased by 34% after legalization [28]. Thirty-five per cent of these cases required hospitalization for overdose symptoms, including severe drowsiness and respiratory depression [28].

CANNABIS USE DISORDER (CUD) AND CANNABIS WITHDRAWAL SYNDROME (CWS)

It is estimated that one in six adolescents who use cannabis during their adolescence will meet criteria for dependence [29][30]. CUD, a new DSM-5 diagnosis, integrates cannabis abuse and dependence into a single entity [31]. CUD is defined as a problematic pattern of cannabis use leading to clinically significant impairment in areas of function or distress within a 12-month period [31]. Usually, adolescents experience the following functional impairments: reduced academic performance, truancy, reduced participation and interest in extracurricular activities, withdrawal from their usual peer groups and conflict with family. The 12-month prevalence of CUD among North American adolescents is just above 3%, with males and older youth being disproportionately affected [29].

CWS appears for the first time as a psychiatric diagnosis in the DSM-5 [31]. CWS is defined by experiencing at least two of five psychological symptoms —irritability, anxiety, depressed mood, sleep disturbance, appetite changes—and at least one of six physical symptoms—abdominal pain, shaking, fever, chills, headache, diaphoresis—after cessation of heavy cannabis use. Heavy cannabis use is defined as daily or near daily use for at least a few months. Withdrawal symptoms commonly occur 24 h to 72 h after last use [32] and persist for 1 to 2 weeks. Sleep disturbance is often reported for up to 1 month. CWS may impede cannabis cessation and precipitate relapse [32].

CANNABIS USE RELATED TO TOBACCO AND OTHER SUBSTANCES

with cannabis use [33]. The use of marijuana and cigarettes at age 18 is predictive of heavy drinking at age 35 [34]. Eighty per cent of young cannabis users also smoke tobacco [35][36], indicating a strong link between these two drugs. Cannabis use is also linked to tobacco via 'mulling': the addition of tobacco to cannabis cigarettes [37]. Mixing the two substances aids combustion and constitutes a significant exposure to nicotine [38]. Using both tobacco and cannabis concomitantly contributes significantly to symptoms of cannabis dependence because withdrawal symptoms following the simultaneous cessation from two substances are more severe than from one alone [39].

Regarding other drugs, one prospective, longitudinal study demonstrated that cannabis use during adolescence is associated with a six fold increase in future ecstasy consumption [40]. A study from France of adults and adolescents reported past-year use of illicit drugs at 0.4% among cannabis nonusers, compared with 25% among regular cannabis users [41]. A recent trend has been the consumption of synthetic cannabinoids, known colloquially as 'K2' or 'spice', which can be one hundred times more potent than THC [42] and have greater potential for toxic effects, including acute renal failure and death [43].

CANNABIS, DEPRESSION AND ANXIETY

Research suggests a strong association between daily cannabis use and depression in adolescents and young adults. However, a causal relationship has not been established. Epidemiological studies suggest that heavy cannabis use is associated with an increase in mood disorders, especially in individuals who may already be vulnerable to major depressive episodes [44][45]. One study demonstrated a threefold higher risk for major depressive episode [46]. Recent data suggest that cannabis use starting in adolescence and continuing into young adulthood is required for the association of cannabis with depression [47], and the data confirming a specific association between cannabis use and anxiety disorders is weaker. However, one large cohort study found an association between frequent cannabis use and the incidence of anxiety symptoms in young adulthood [48]. It also appears that social anxiety disorder and post-traumatic stress disorder are risk factors for developing problematic patterns of cannabis use [48][49].

PSYCHOTIC DISORDERS AND SCHIZOPHRENIA

Cannabis can produce an acute/transient psychosis in adolescents, even without a history of prior mental illness. Diverse psychotic symptoms have been reported, such as depersonalization, de-realization, dream-like euphoria, disorientation, delusions, hallucinations and paranoid ideation [50]. The strongest evidence of a direct effect of cannabis on perception and cognitive function comes from research involving healthy volunteers, who developed transient symptoms resembling schizophrenia after intravenous THC was administered [51]. In some adolescents, acute/transient psychotic symptoms persisted for days, prompting consultation for medical or psychiatric evaluation. Large longitudinal studies have demonstrated that more than 50% of youth who develop such symptoms will develop a future psychotic disorder [52].

Although the absolute risk for developing psychosis is low, the risk for developing a psychotic outcome of any nature is increased by 40% in individuals who have used cannabis during their lifetime [53]. A strong association between heavy cannabis use and psychosis has been documented repeatedly in the literature. The association appears to be temporally related, demonstrates a dose–response relationship and is biologically plausible [54]. One meta-analysis provided evidence of a relationship between cannabis use and onset of psychotic illness, thus supporting the hypothesis that cannabis use plays a causal role in the development of psychosis in some individuals, especially those who have a family or personal history of psychosis [55].

Overall, individuals with a psychotic disorder show higher rates of cannabis use than those experiencing other mental disorders, with the exception of substance use disorder. More specifically, schizophrenia usually emerges toward the end of adolescence or in early adulthood, and accumulating evidence points to a causal relationship with heavy cannabis use. The prevalence of schizophrenia is about 1% in the adult population, and the risk of developing this illness is doubled in heavy cannabis users [55]. Recent data indicate that using high- potency cannabis represents an even greater risk [56].

SCHOOL PERFORMANCE, COGNITIVE DECLINE AND LIFETIME ACHIEVEMENT

The relationship between cannabis use and academic performance is complex. While direct causation between use and level of performance is uncertain, there are undeniable associations between cannabis use in youth and lower educational attainment [57]. This relationship could be due to the fact that students who do not do well in school are more likely to use cannabis. Alternatively, cannabis use and substandard educational attainment may have common risk factors [57]. However, the observation that cognitive function, particularly working memory, is impaired both acutely and in the days following cannabis use suggests a direct link between cannabis use and reduced educational achievement [58]. Short-term impairment in cognitive performance can lead students to fall behind, thus placing them at a disadvantage for future learning. Also, individuals who begin using cannabis in early adolescence or who chronically use cannabis are at risk for long-lasting cognitive impairments [59]. Specifically, deficits in decision-making skills, concept formation and planning have been reported, and studies suggest that cannabis users are less likely to complete high school [57].

Scientific research is equivocal regarding the association between IQ and cannabis. Two recent longitudinal studies involving sets of twins indicated that the IQ scores of cannabis users declined significantly over time though not significantly more than in their non-cannabis-using twin [60]. One large cohort study had previously found that IQ scores declined significantly among heavy cannabis users who were followed prospectively from adolescence to

was sustained throughout follow-up, IQ scores dropped an average of 10 points. Also, when persistent users started heavy cannabis use during adolescence, their cognitive decline was greater than in individuals who started using after 18 years of age.

All the factors described above may contribute to higher unemployment levels, involvement in criminal activity, greater social assistance requirements as well as compound the lower levels of life satisfaction reported by heavy cannabis users [62]. While there are probably multiple explanations for the association between cannabis use and lower lifetime achievement, regular use can act as both cause and consequence. The point to bear in mind is that cognitive impairments have been linked to cannabis and some of these effects have a greater impact when cannabis is used in adolescence [63]. Among all trajectories of cannabis use, nonusers consistently have the most favourable socioeconomic and health outcomes at age 29, whereas early heavy users have the least [13].

CONCLUSION

Youth should not use cannabis recreationally because its many potentially harmful effects are serious. These effects are present in the entire population; however, the developing brain is especially sensitive to the negative consequences of cannabis use. Canadian youth are at significant risk for developing CUD and, possibly, for doubling their risk of having a psychotic illness. Driving under the influence of cannabis increases the risk for motor vehicle accidents. Where cannabis has been legalized in the USA, children are requiring emergent medical care at greater rates due to unintentional ingestion.

The potential extension of the legal cannabis industry in Canada has raised a dilemma regarding the most appropriate age for its legal use, which should minimize harm to children and youth, the population most vulnerable to the product. On the one hand, prohibiting cannabis use until the mid-20s would protect adolescents during a period of critical brain development. On the other, adolescents and young adults are already experimenting frequently with marijuana. Aligning the legal age for cannabis use with that for other legally controlled substances, notably alcohol and tobacco, would help ensure that youth who have attained age of majority have access to a regulated product, with a known potency. Also, they would be less liable to engage in high-risk illegal activities to access cannabis.

Cannabis legislation will have a significant impact on the lives and health of children and youth, and safeguards are necessary. Based on the physical and mental health risks, and with many legal, financial and public safety issues at stake, policy makers—with support from physicians and the public at large —must continue to limit access to cannabis.

RECOMMENDATIONS

To protect children and adolescents from the harms associated with recreational cannabis use and cannabis dependence, the Canadian Paediatric Society recommends the following:

Governments should:

- Prohibit sales of all cannabis products to children and youth under the legal age for buying tobacco products and alcohol (18 or 19 years, depending on location).
- Consider limiting the concentration of THC in cannabis that 18- to 25-year-olds can purchase legally.
- Enact and rigorously enforce regulations on the cannabis industry to limit the availability and marketing of cannabis to minors. These regulations must:
  - prohibit dispensaries from being located close to elementary, middle and high schools, licensed child care centres, community centres, residential neighbourhoods and youth facilities.
  - prohibit the sale of cannabis products by means of self-service displays or dispensing devices.
  - mandate strict labelling standards for all cannabis products, including a complete and accurate list of ingredients and an exact measure of cannabis concentration.
  - mandate package warnings for all cannabis products, including known and potential harmful effects of exposure (e.g., to young children and the fetus during pregnancy), similar to messaging on cigarette packaging.
  - mandate and enforce strict marketing and promotional standards, including a ban on all cannabis industry-related advertising and on the sponsorship of events, activities or permanent facilities by the cannabis industry.
  - mandate and enforce a ban on the marketing of cannabis-related products using strategies or venues that attract children and youth, including (but not limited to) 'candy-like' edibles, 'giveaways' and promotion through social media.
  - restrict the online sales of all cannabis and related products only to individuals identified as being older than the legal drinking age in the province or territory where they reside.
- Extend and align existing anti-tobacco legislation at all government levels to include cannabis (i.e., prohibiting smoking in public venues, smoking in cars where a child is present).
- Fund public education campaigns to reinforce that cannabis is not safe for children and youth by raising awareness of the harms associated with cannabis use and dependence. These campaigns should be developed in collaboration with youth leaders and should include messages from young

youth who are found to be under the influence.

- Increase funding for the research, prevention and treatment of substance use in adolescents and young adults.
- Increase funding for mental health promotion and for treating mental illness in this age group.
- Consult with Indigenous communities on adapting legislation, preventative measures and/or interventions to meet local conditions and cultural requirements.
- Actively monitor the impacts on youth of changes to cannabis legislation.

Health care providers should:

- Be aware of and communicate the health risks related to cannabis use.
- Screen all children and youth for cannabis exposure and/or use and educate adolescents and families on the health risks and harms associated with cannabis.
- Provide anticipatory guidance to parents and older children on the potential health risks of cannabis use.

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Disclaimer: The recommendations in this position statement do not indicate an exclusive course of treatment or procedure to be followed. Variations, taking into account individual circumstances, may be appropriate. Internet addresses are current at time of publication.

Let's Be Clear Georgia

A Collaborative to Prevent Marijuana Abuse

Let's Be Clear Georgia is a partnership of private and public agencies, employers, and individuals engaging in best practices and policies to prevent marijuana abuse in our state.

HOW AND WHY THE MARIJUANA INDUSTRY TARGETS YOUTH

THE MARIJUANA INDUSTRY LEARNED FROM BIG TOBACCO

It's important to know as much as possible about "Big Tobacco" and teenage smoking patterns and attitudes to in order to understand why the marijuana industry, like the tobacco industry, also targets youth.

According to Phillip Morris, "Today's teenager is tomorrow's potential regular customer, and the overwhelming majority of smokers first begin to smoke while in their teens . . . it is during the teenage years that the initial brand choice is made."1

Legalized marijuana means bringing in a second "Big Tobacco" that is psychoactive. The emerging marijuana industry will target the same populations, such as youth and minorities, that are targeted by the tobacco and alcohol industries. There are already private holding groups and financiers that have raised millions of start-up dollars to promote businesses that will sell marijuana and marijuana-related merchandise.

HOW THEY TARGET YOUTH

Cannabis food, drinks and candy are being marketed to children and are already responsible for a growing number of marijuana-related emergency room visits.2 Numerous products such as "Ring Pots" and "Pot Tarts" are inspired by youth-friendly products such "Ring Pops" and "Pop Tarts". Marijuana vending machines containing products such as marijuana brownies and candies are emerging throughout the country. 3 Manufacturers are adding marijuana to everything from cookies to chocolate bars, sodas and candies, with THC strength and serving size vary widely.

With the emergence of electronic cigarettes (e-cigarettes), teens and adults are using these devices to "vape" (inhaling vapor rather than smoke) cannabis products. According to a report released by the U.S. Centers for Disease Control and Prevention (CDC), the number of youth who tried electronic cigarettes tripled between

2011 and 2013. CDC also reports the majority of teens who use e-cigarettes has never tried regular tobacco, which is surprising considering the device is touted as a way to replace normal cigarettes.4 E-cigarette ads target youth by trying to make vaping the cool new trend and selling colorful devices sold with flavored liquids such as bubble gum and cotton candy that attract young people. A number of these vaporizers look like pens so students won't be caught vaping in school.

KNOW THE "BIG MARIJUANA" PLAN OF ACTION

1) Remove the perception of harm — decriminalize an ounce.

2) Give marijuana a good name — marijuana as medicine.

3) Legalize 5

WHAT GEORGIANS SHOULD KNOW:

1) The former Corporate Strategy Manager for Microsoft has said that he wants to "mint more millionaires than Microsoft" with marijuana and that he wants to create the "Starbucks of marijuana."6

2) In other states such as Colorado, emergency rooms are treating one to two kids a month for accidental marijuana ingestion, mostly in the form of edibles such as brownies or candies.7

3) Marijuana edibles are currently not state-tested for strength and the effects can vary widely from product to product.

4) The 2014 Monitoring the Future survey also revealed that in states with medical marijuana laws, 40 percent of 12th graders who reported using marijuana in the past year said they had consumed marijuana in food products (edibles).8

TO LEARN MORE VISIT:

http://clearga.org/how-and-why-the-marijuana-industry-targets-youth

SOURCES

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3. Gruley, B. May 9, 2013. Medbox: Dawn of the Marijuana Vending Machine. Bloomberg Businessweek. http://www.businessweek.com/articles/2013-05-09/medbox-dawn-of-the-marijuana-vending-machine

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5. The Marijuana Policy Initiative: Today's teenager is tomorrow's potential regular customer... March 31, 2013. http://marijuana-policy.org/todays-teenager-is-tomorrows-potential-regular-customer

6. Ex-Microsoft exec plans 'Starbucks' of marijuana. May 31, 2013. United Press International. http://www.upi.com/Top_News/US/2013/05/31/VIDEO-Ex-Microsoft-exec-plans-Starbucks-of-marijuana/UPI-41161369985400

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July 10, 2020

Trinity County Planning Commission
C/O Kim Hunter, Director
Trinity County Planning Department
P.O. Box 2819/ 61 Airport Road
Weaverville, CA 96093

Re: Proposed Cannabis Storefront Retail Sales Ordinance

Dear Planning Commisioners:

Retail cannabis sales should not be next to residential neighborhoods.

The 500 foot setback from churches and schools should be increased to 1,000 foot and should also include school bus stops.

The opt-out clause should be written so that the voters in Douglas City, Lewiston, or other areas in the county can vote to opt out of the cannabis ordinance.

A Conditional Use Permit (C.U.P.) should be required so that a traffic study, environmental impact, security issues, lighting, air pollution, restrooms, water, sewer, fire protection and neighborhood input can be evaluated in the C.U.P. process.

Crime comes with cannabis sales. Residents have to deal with the crime that cannabis brings. We have enough crime already. Please keep it out of Douglas City.

We must not forget the things that attract residents and tourists to Trinity County are the natural beauty of lakes, streams, blue skies and resultant fishing, boating, swimming etc.

Respectfully,

Mr. and Mrs. D. Dickerson
Douglas City, CA

RECEIVED
JUL 17 2020
TRINITY COUNTY
PLANNING DEPARTMENT

TRINITY COUNTY
COMMUNITY DEVELOPMENT SERVICES
BUILDING ♦ PLANNING ♦ ENVIRONMENTAL HEALTH
P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1351 ♦ FAX (530) 623-1353

Kim Hunter, Director

MEMORANDUM

DATE: August 7, 2020

TO: Members of the Trinity County Planning Commission

FROM: Kim Hunter, Director of Planning and Building

SUBJECT: Agenda Item 1 – Retail Storefront Ordinance (DEV-20-02)

Staff has not been able to complete the requested revisions to the draft ordinance, review applicable State laws or prepare related supporting document for this item. As a result, staff is requesting a continuance of this to an undetermined date.

One comment letter was received on August 6, 2020 and is attached for your review.

RECEIVED
AUG 06 2020
TRINITY COUNTY
PLANNING DEPARTMENT

Mtn View, Calif
94040
7/31/20

Trinity Co Planning Commissioner
Weaverville, Calif.

Dear Planning Commissioners

I recently just heard that you are considering allowing cannabis retail store to be operated in Trinity County.

As a long time property owner here in Trinity Co. I've over 45 years & and my extended family object to this very strongly. Our full time residence is near San Francisco & we value so much all the time we spend there. It is our "happy place!" We love the hiking, fishing, scenery and the solitude! So valuable to us being in a very busy area.

Until you can get some redacted with non Trinity residents coming to our area to grow, plus destroy our environment, pollute our creeks and rivers you really do not need to get into something else

(2)

I plead with all of you to really consider what you are going to be responsible for. In addition there at the present time is no regulation about the product these states sales.

Thank you for letting me have input

Nancy Meranchak

Attachment 4

Deborah Rogge

From: Jvorp
Sent: Monday, March 28, 2022 9:48 AM
To: Info.Planning
Subject: Comments on Cannabis Storefront Retail Ordinance wrt Senior Equity and Access

Creating an ordinance for retail cannabis will finally fill a need that is crucial for the county but especially needed by seniors. In 2019 the median age in Trinity County was 52.5. According to the recent census, 28.3% of the population in trinity county is >65 (4,600 folks). Aging populations require multiple strategies to maintain their quality of life including the use of a full range of cannabis products. Today's seniors are the first generation to enjoy the option and freedom of benefitting from cannabis. Realizing the full potential value for seniors in Trinity County will require the same equity and access to cannabis products afforded to traditional pharmacy-provided products. Please consider locations easily accessible to seniors by not unreasonably restricting retail cannabis locations. The former Owens Pharmacy is an example of a great location for a facility. Thank you for your consideration of the needs of seniors.
Sincerely
John Vorpahl

TRINITY COUNTY

PLANNING DEPARTMENT

P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093

PHONE (530) 623-1351 ♦ FAX (530) 623-1353

MEMORANDUM

DATE: Wednesday, April 6, 2022

TO: Members of the Trinity County Planning Commission

FROM: Lisa Lozier, Interim Director Building & Planning

SUBJECT: Cannabis Storefront Retail Ordinance DEV-20-02

Please find attached public comments received between 3-29 and 4-6-2022.

4/5/2022

To whom it may concern,

I am writing to show my support for the Red Barn to become a marijuana dispensary in Trinity County. I grew up in Trinity County since I was a small child. I grew up on Oregon Mountain and my family still lives up there. Now it's a mountain full of marijuana farms. Personally I am very happy they are there. They have provided my family with well paying JOBS. Such a rare thing to find in Trinity (a good paying job). Growers also provide a valuable service to their consumers who rely on them not just for recreation, but as an alternative medicinal source.

As with all good things, there is a dark side to this coin. Some problematic issues we've experienced on our mountain are environmental issues, and criminal issues. We need more oversight to make sure local streams and water ways are not depleted or destroyed. I do agree that more regulation when it comes to the use of natural resources, such as water, is necessary.

They could all be required to dig their own wells, install rainwater collection systems, or purchase and deliver water as a last resort, if they intend to grow commercial marijuana. And limit the use of dangerous pesticides and herbicides which are both toxic to the marijuana consumers, and to the environment. Only residential use should be permitted to use streams and waterways for their home and personal use. And these farms need to perform background checks on the people they hire. Often times growers come and go after a couple seasons without much thought to the community they leave behind. So it's important to use marijuana income given to Trinity County to enforce laws, ordinances, and prohibit illegal operations etc. If we can get these problems under control and build a positive relationship with the marijuana community, Trinity could grow and blossom.

Having a dispensary in Trinity County would provide much needed tax revenue to help combat the problems that exist within the growing communities. Approving the growth of Marijuana in Trinity County has been good for the county by providing more jobs and more tax income revenue.

But what I don't understand is... Why is growing the plant okay in Trinity, but selling in Trinity is still taboo? It makes no sense that marijuana consumers have to rely on the black market or go all the way to Redding to get it. Black market marijuana will continue to thrive in Trinity County for as long as Trinity maintains its prejudice thinking towards dispensaries and its own local consumers.

Black Market Marijuana is usually not good quality or safe to consume, grown illegally, by cartels, etc. Allowing a dispensary in Trinity gives local customers more options and takes away from the black market dealers considerably.

And don't forget, all the extra revenue that Trinity County is missing out on by saying no to this logical next step.

In conclusion I 100% FULLY support Tammy Brazil as the first WOMAN OWNED business to bring a dispensary to Trinity. She has a kind and beautiful soul full of love and light for her community. Her goals for that area would bring in more tourism, more jobs, more income, would lower black market appeal and so much more! Whats not to love about this beautiful dream of hers?

She only wants to bring forth awareness and positive change to the community of Trinity. So lets trust her, and lets do this!

If there is anyone we can trust with such a sacred duty to our community it would be her.

Nothing in life is to be feared. It is only to be understood. The key to change... is to let go of fear.

Sincerely,

Terrill Robinson

Deborah Rogge

From: clerkoftheboard
Sent: Tuesday, April 5, 2022 12:50 PM
To: Deborah Rogge
Subject: FW: Support for retail cannabis dispensaries in Trinity County

From: Karen
Sent: Tuesday, April 5, 2022 12:06 PM
To: clerkofthecommission@trinitycounty.org; clerkoftheboard <clerkoftheboard@trinitycounty.org>
Subject: Support for retail cannabis dispensaries in Trinity County

To whom it may concern,

I'd like to raise my hand in support of an avenue for local permitted growers to sell their products locally via dispensaries. The cannabis market, like it or not, is the only gold rush on the horizon and we should be supporting those who strive for a responsible industry.

Please consider a way forward for those are willing to do it right.

Best regards,
Karen Sundt

Weaverville

Trinity County Agriculture
Alliance
PO Box 1251, Hayfork, Ca 96041
(530) 628-0155 | Board@trinityagriculture.org

To: Trinity County Planning Commission
c/o Richard Kuhns, Psy.D
Clerk of the Commission
11 Court St, Room 230
P.O. Box 1613
Weaverville, CA 96093

Re: Zone Amendment DEV-20-02 - Cannabis Storefront Retail Ordinance

Although retail cannabis is heavily regulated by the state, California State statute allows for significant local control. Local jurisdictions retain the right to impose taxes, set density or separation requirements, and/or institute a license cap, a ban, or not, yet only approximately 30 percent of jurisdictions have done so. This lack of retail access is one of the driving factors behind Californias' thriving unregulated market.

The typical urban regulation for cannabis retail is based on a high density of population, and either creates "green zones", license caps, or requires some degree of separation between operators. Urban environments are also generally consumer, not producer regions, and therefore have specific needs which frequently do not reflect the needs of rural communities.

Producing regions, which are often rural, have the opportunity to develop retail regulations that encourage tourism, and directly support their local farms. Tasting rooms, events, and direct to consumer sales have contributed to the success of the California craft beer and wine industries, and the counties in which they are located for decades. This model can be employed here, and is reflective of both the cultivation ordinance and tax.

These successful destination businesses also encourage ancillary service and hospitality industries by bringing visitors and outside revenue into the area, along with providing jobs for local residents.

Trinity County is at a crossroads as to how we want to envision our county. We believe the majority of constituents and residents of Trinity County desire a strong local economy composed of numerous small, family-owned businesses, and that our local economy would continue to benefit from our world-renowned name as a legacy cannabis producing region.

The Trinity County Agriculture Alliance strongly supports the following recommendations:

1. Zoning

   Commercial cannabis retail is permissible in C1, C2, and H.C. under an ordinance with its own CEQA finding.

2. Setbacks

   Cannabis retail is subject to state-mandated setbacks from youth oriented facilities and other sensitive receptors. These setbacks are sufficient to protect the public in the permissible zones. No further setbacks are required.

3. Opt-outs

   Any parcel deemed appropriate, must be included in the potential for licensed cannabis retail in order for the program to succeed. No findings can be made to show an imminent threat to the general public from a licensed, regulated, cannabis retail business, therefore they cannot be excluded through an emergency ordinance creating a temporary moratorium.

4. Separation

   The concept of separation of retail outlets, in order to avoid concentration, is derived from urban planning in regions of high population density. In our rural, production-oriented region, there is no protection offered to the retail business owner relative to competition. Instead, similar to wine tasting and retail in Napa County, there is benefit to creating a destination-type attraction. Separation of licensed businesses must not be used as a mechanism to limit opportunity to potential business owners, or as an attempt to reduce the total number of licensed retailers.

5. License cap

   Capping licensed retail in Trinity County would fail to support the needs of either consumers or producers, and provide no tangible benefit to the general population. A license cap would also place the licensed retailers at an unfair advantage over both the suppliers and the customers by artificially reducing competition. Furthermore, an artificial cap on licenses would not allow for a destination attraction. Any “pilot program” used to test the waters of licensed retail in Trinity County would fall short of realizing the potential for cannabis retail in Trinity County.

6. License types

   Both adult use and medical license types must be made available. The state allows applicants to simultaneously apply for and be issued both types of licenses.

7. Life of Project

   Retail licenses in Trinity County shall be for the life of the project. An annual fee may be charged to cover the costs of annual inspections, and associated paperwork.

To create a retail ordinance which upholds the intent of our ordinances at large, and which supports the small, local farms of Trinity County, we as a county need an ordinance which simply reflects state regulations, without added roadblocks.

Please consider and adopt our recommendations. Thank you for your consideration.

Sincerely,

TCAA Board of Directors

Trinity County Agriculture Alliance (TCAA) is the first trade association of Trinity County's legal cannabis industry. We represent the united voice of Trinity County's hundreds of cannabis farmers and businesses dedicated to operating responsibly in a regulated industry, practicing environmentally-conscious land and watershed stewardship, and upholding a vital local economy that benefits Trinity County.

Our mission is to foster an ethical, sustainable, and prosperous cannabis industry in Trinity County by empowering our members to advocate for our interests, promote our value, and support the communities we call home.

Deborah Rogge

From: Clark Tuthill
Sent: Monday, April 4, 2022 5:23 PM
To: Info.Planning
Subject: Marajuana ordinance comment for meeting

Board of Supervisors and Planing Commission,

My husband and I Iive on Poker bar Road. We have seen much improvement over the years with the help of ordinances. We are opposed to having store front dispensaries anywhere in Weaverville or Lewiston, or anyplace where it can be seen by the young impressionable children. Please make our view and concern know to whomever needs it.

Thank you,

Clark Tuthill. History teacher and coach

Louise Tuthill. Home Economics Teacher

Deborah Rogge

From: Veronica Kelley-Albiez
Sent: Monday, April 4, 2022 12:24 PM
To: Info.Planning
Subject: Public Input for 04/07/22 Commission Meeting, Proposed Zone Amendment DEV 20-02, Cannabis Storefront Retail Ordinance & Resolution

Good Afternoon,

Public Input for 04/07/22 Commission Meeting, Proposed Zone Amendment DEV 20-02, Cannabis Storefront Retail Ordinance & Resolution

I am not sure where to start on this email for public input as I found myself completely confused and honestly quite offended this past weekend. I have been attending the Cannabis Ad Hoc meetings to be a voice in the process of building cannabis regulations that serve all the residents in Trinity County. I am not elected to learn all about the cannabis industry and I don't rely on any type of business within the industry to feed or house my family. However, I have spent the last four years working to educate myself on the industry and the regulation process in the efforts to provide reasonable input. I have heard at MANY planning and BOS meetings the comment of "where were these voices when we were creating the original ordinances?" While I am confident there were many voices present, the majority of our residents relied upon our elected officials to create the balance their constituents requested.

All that said, this is where the confusion and offense comes in. Even with over 30 attached public input comments from 2020, there appears to be ZERO consideration given to those comments in the draft that FINALLY appeared on the planning commission agenda website on APRIL 1st, sometime after 3:30 pm. I even emailed the department on March 9, 2022, requesting a copy of the documents and received no reply. The notice in the Trinity Journal and posted on the library door state that written comments are only being accepted until March 30th and that the staff report could be found on the website. I have expressed ideas at Ad Hoc meetings about floor plans and business models that may work well for Trinity County as I have researched dispensaries on the coast, in southern California and even Tennessee. This draft document simply falls onto the back of the State regulations which have ZERO consideration of a counties character or desire to create a balance for residents. It is probably one of the most tone deaf documents I have read in a very long time.

Let's start with CEQA - I am not sure how this can be claimed under the Common-Sense Exemption 15061(b)3, as our current General Plan is so out of date it never considered Cannabis or its effects on land use. The definition of this exemption is: " (3) The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Almost everything in this draft ordinance has the ability to affect areas covered by CEQA. This exemption application should be reconsidered and further studies done. At minimum, all applications should be subject to site specific CEQA determinations. While I see the need for a comprehensive and balanced retail ordinance, I see a greater need for updating the general and community plans before we continue to create such community impacting land use changes.

Zoning Code Compliance references interior occupation to another part of the document that lacks detail that even if just following State guidelines provides specific details that are not listed in our document. We can NOT just leave out information because the County wants to just use State guidelines. We NEED TO DO THE WORK and include more detail. This document has to be clear to ALL residents of Trinity County. Keeping it ambiguous does not lend itself to the mission of transparency and public knowledge.

Proposed 17.43H.020 - Section B: where can someone find the listing of zoning overlay of "Scenic Vista" when looking at a parcel on parcel viewer? Why would this be under a Director's Use Permit application? This, at minimum, if considered should be a C.U.P. which provides the opportunity for a wider range of public input. This is important to protect an area's character. As the County has experienced several changes of Directors in the last four years alone, the community is best to decide what works for their area. Especially as our current general and community plans are outdated.

Proposed 17.43H.030 section C in its entirety. Consumption should be eliminated. As presented, this draft would allow consumption, to include smoking or vaping on the premises. However, these two activities are prohibited where smoking is prohibited by law. This would push the area for consumption to outdoors as smoking is not allowed in public retail spaces. This WILL effect air quality and noise levels. Consumption on site also has the possibility of putting impaired drivers on roadways throughout the county. The same could be said for bars which are already established throughout Trinity County. This also leads to the fact that cumulative effects need to be considered for this type of activity. There should be NO consumption allowed on site!! There is ZERO language covering mitigation measures or the requirement of a C.U.P.
https://ww2.arb.ca.gov/sites/default/files/classic/toxics/ets/workplace_smoking.pdf

Proposed 17.43H.050 - Section A - what is the "related administrative policy" referenced in this section.
Section
B(12) - Is this a Cannabis Storefront Retail Operating Standards document created by applicant or is this just a copy of local/state regulation/ordinance? It is not clearly defined which once again puts the applicant behind the 8 ball for submission. These items should have more detail for the applicant to be able to provide a successful document.
B(13) - why is there no requirement for a "consumption area" listed if they are recommending it be allowed.
B(15) - this language appears in all of the surrounding counties ordinances that I have researched. Smart to indemnify the County. May need it.
B(16) - same question as above, where can someone find the listing of zoning overlay of "Special Treatment" when looking at a parcel on parcel viewer? According to the ordinance referenced, this appears to allow cannabis retail storefronts in historical buildings and/or areas. Both of which would appear to be in conflict with the majority of Trinity County residents wishes as evidenced by current permanent "opt out" or "carve out" areas on record. Why would this be under a Director's Use Permit application? This, at minimum, if considered should be a C.U.P. which provides the opportunity for a wider range of public input. This is important to protect an area's character. As the County has experienced several changes of Directors in the last four years alone, the community is best to decide what works for their area. Especially as our current general and community plans are outdated.

Proposed 17.43H.080 - Paragraph one (1) restricts access to county staff to "normal business hours" and would appear to hold law enforcement to that same standard. Cannabis Department staff, compliance, and law enforcement should be granted access AT ANY TIME they request. There should be no limitation on when inspections may occur.

The following items are being left to State regulations. However, I don't believe the fit the character of communities or the desire of it's residents. These should be reconsidered and staff should be directed to change.

Hours of Operation: currently the draft allows 6:00 am - 10:00 pm. As there are several C1, C2 and HC properties that are contiguous to all levels of residential parcels, this should be amended appropriately.

Storefront Marketing/Advertising: state regulations state: "Any advertising or marketing placed in broadcast, cable, radio, print, and digital communications shall only be displayed where at least 71.6 percent of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, up-to-date audience composition data." This could be argued in more rural areas of the county. We should better define how storefronts will be allowed to look and/or advertise. The coastal and surrounding county dispensaries all have innocuous storefronts that blend into the business area while not providing an attractive nuisance or advertising where minors may be present.

As stated previously, I believe C.U.P. applications and reviews should be required.

As suggested in 2020 to date, there should be a cap on available Retail licenses.

There should be language that states retail facilities are subject to opt out areas and therefore excluded from operation in opt out or carve out areas.

Most of the dispensaries in surrounding counties have a floor plan that separates id verification area from retail area. The retail area is closed off from view of storefront windows and general public areas. Perhaps this could be incorporated into our ordinance.

Humboldt County has a good regulation on providing information on the potential health impacts of cannabis use to store employees and signage within the facility.
55.3.11.15 The operator shall provide information to all employees about the potential health impacts of cannabis use on children. Information shall be provided by posting the brochures from the Department of Health and Human Services titled "Cannabis Palm Card and Cannabis Rack Card". This information shall also be provided to all employees as part of the employee orientation.
55.3.11.16 The brochures from the Department of Health and Human Services titled "Cannabis Palm Card and Cannabis Rack Card" shall be printed and made available to all customers where transactions are completed.
55.3.11.17 Prior to operation, the operator shall work with the Department of Health and Human Services to provide signage notifying customers of the potential health effects of cannabis consumption during pregnancy and upon nursing children.
https://humboldtgov.org/DocumentCenter/View/105029/Ordinance-2669-Draft-Dispensary-coastal-Ordinance-Amendments---hours--health-impacts

There is no mention of security requirements in this proposed ordinance. Even if the county wants to rely on the States regulations (we should really review and possibly add anything necessary for what is needed in Trinity County), then it should be spelled out in our ordinance.

This draft doesn't address the retail of live plants which is allowed by State law. Does this mean it will be allowed or not?

This draft doesn't address delivery which is allowed by State law. Does this mean it will be allowed or not? If so, won't that affect traffic and a review would be required?

This draft does not address Sale and Return of Cannabis Good - Free Cannabis. Does this mean it just defaults to State regulations?

There are more things to address; however, time constraints exist based upon the late release of the staff report with draft ordinance will prevent me from researching and responding in a timely manner. If all of the suggestions presented by myself and other members of the public are too great, which I believe they will be, to give proper review and educated assessment in a one night process, I would request staff be given what direction is possible with more time allowed for public input. This should be brought back to the planning commission with recommended changes and after the proper public input process has been completed.

Thank you for your consideration of this email.

Sincerely,
Veronica Kelley-Albiez
Douglas City, CA

Deborah Rogge

From: Glenn Bjorkman
Sent: Wednesday, April 6, 2022 11:02 AM
To: Carol Fall; Info.Planning
Subject: Commercial Cannibis

Dear Planning Commission Members,

I am a resident of Trinity Center at .

My previous home is in the Santa Barbara CA area. I purchased my home in Trinity to move away from the commercial Cannabis Operations that you are considering.

The history of this industry has contributed to the decline of the Santa Barbara area.

We purposely narrowed our search to Trinity Center rather than Weaverville to be away of the drug use that is so prevalent in Weaverville.

Make no mistake, Cannabis products are the first step to the short road ending in Meth or other drugs.

I have seen this destroy may lives in the Santa Barbara area.

Also, all you have to do is look out in the Lancaster area where the Mexican drug cartels have been stealing water to grow Cannabis in very large programs. We would be foolish to think that allowing such operations would be an enhancement to our society. PLEASE TAKE A MOMENT TO ASK YOURSELF WHY.

Lastly, please put into your thought process all the illegal operations that were uncovered during the recent fires even though this was legalized. The taxes the state is charging just put these people back underground.

I request that you respond back to me personally and explain how anyone could think that this is going to be a plus to our wonderful community. I am open to any thoughts you may have.

Thank you in advance for protecting one of the few remaining, beautiful, pristine areas in our state.

Please put a stop to this nonsense.

Glenn Bjorkman

Deborah Rogge

From: Melissa Mitrevski
Sent: Tuesday, April 5, 2022 8:47 AM
To: Deborah Rogge
Subject: FW: Retail Cannabis

From: clerkoftheboard <clerkoftheboard@trinitycounty.org>
Sent: Tuesday, April 5, 2022 8:42 AM
To: Melissa Mitrevski <mmitrevski@trinitycounty.org>
Subject: FW: Retail Cannabis

From:
Sent: Tuesday, April 5, 2022 8:14 AM
To: clerkoftheboard <clerkoftheboard@trinitycounty.org>
Subject: Retail Cannabis

Good Afternoon:

My name is Susan Bryant and I am a Real Estate Broker in the Trinity, Tehama and Shasta Counties for over 45 years.

I am a former resident of Douglas City. I am in support of Retail Dispensaries in Trinity County.

I am very excited that Trinity County is going to have Retail Dispensaries for the Residents. It is long overdue and will

be good for the community as a whole. I support your vote for Retail sales and encourage you to license the "Red Barn Farmacy"

proposed by the Legendary Pioneering "Dr. Tammy K. Brazil".

Trinity County won the Lottery when Dr. Tammy K. Brazil moved to town.

Retail Cannabis supports the geriatric group (of which I am one) and the medical community as a whole. I am also a STAGE 4 cancer

survivor. I credit cannabis with keeping me alive. Legitimate cannabis is very much needed. Thank you for the Progress!

Susan Bryant. Broker 00595042
Bryant Enterprises Real Estate Co.
Redding, Douglas City, Red Bluff, CA

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From: Olivia Caccavo
Sent: Tuesday, April 5, 2022 7:38 AM
To: clerkoftheboard <clerkoftheboard@trinitycounty.org>; clerkofthecommission@trinitycounty.org
Subject: Cannabis store front retail planning meeting

I hope this message finds all commissioners well,

Retail opportunities for cannabis businesses here in Trinity county are a logical must. The perspective customers are our older populations and our tourists. These groups are often over voiced by TAA, but the same demographic that comes for a bachelor fishing trip, and enjoys camping in our beautiful forests, asks people at the gas station in their trucks where you can get cannabis here, has to hear that you can't. In our community with an aging median population, who grew up in a time of medical cannabis, now how to seek medicine in Redding. It shouldn't be that you have to know a guy to avoid these scenarios. Having to know a guy is black market cannabis.

Cannabis in Trinity has taken massive blows in the years since we first approached creating a pathway for legalization. The farmers are the backbone of cannabis in Trinity and I do hope that can continue. But to support the cannabis industry here, it must be complete. Storefront retail (and off site processing…) complete that loop. It's not a solution to sell all the cannabis grown here, and it doesn't have to be. Store front retail exists to showcase a side of our heritage and commerce that has not had a seat at the table.

Deciding where stores can be seems pretty straight forward. There are very limited areas where storefronts actually are. We have a few small town strips, like Weaverville and Hayfork, where storefronts are struggling and openings for new businesses exist. Let's allow the community members here to open their business doors and try to find success in the very challenging business of storefront cannabis retail without ridiculous limitations.

Thank you for considering these comments. I know how these meetings go and I am so sad to miss this meeting for the kids sports schedule.

Olivia Caccavo
Hayfork.

Deborah Rogge

From: Debra Chapman
Sent: Wednesday, April 6, 2022 12:48 PM
To: Deborah Rogge
Subject: Re: FW: email is broken.

Deborah,

Re: Cannabis Retail Ordinance

Please find attached comment.

I have attempted to contact the planning department for two days. Phone number listed 623-1351 goes directly to Frank Lynch voice mail with loud busing sound then says you have timed out and disconnects. When you dial 0 to talk to someone it buzzes like a fax and cuts you off. I wasn't able to get through to complain about the lack of email or phone contact. Talked to Mary at CAO office she gave me an email address for info that's on website.
The fact that the email is not working and the ability to talk to personnel regarding the phone and email issues is alarming. Along with the fact that personnel knew the email wasn't working. How many others have been unable to comment or notify department of problem?
This item needs to be tabled and public comment opened with notification.

Thank you for your response,

Debra Chapman

On Tue, Apr 5, 2022 at 11:14 AM Debra Chapman > wrote:

Cannabis Retail Ordinance

This letter is in support of a comprehensive Cannabis Retail Ordinance.
It is time for Trinity County to benefit from an industry that has been part of our economy for 60 years. Farmers put their trust in the County at large to create a system to support legal farms. Retail sales are imparitive to thier success.
As a small retail business in Trinity County we have been negatively impacted by the boards failure to move a comprehensive Cannibis program forward and hear the same complaints from other small business owners.

Please support the Cannabis Retail Ordinance.

Thank you for your time and consideration.

Debra Chapman
Ret. Dist 4 Supervisor
Junction City, CA
--
Debra A. Chapman

Junction City, CA 96048

.

Dear Trinity County,

When my family & I moved to California we were happy to live in a state that recognized cannabis as a legal & safe medicine. The only thing lacking it seemed was safe access for those not near the bigger cities. As a patient dealing with many issues it is so important I have access to reliable, organic, plant medicine. I don't want to drive to Redding or Oregon to find relief, or spend my money at Walgreens or Rite-Aid on poisonous big pharma. Please approve The Red Barn Healing Center. The life saving information Tammy so freely shares is invaluable. She is a benefit to any community lucky enough to have her. Her location is the perfect spot for patients to break up their trip from the coast to Redding and beyond. The patients, their care-givers, the travelers driving on 299, & all of the residents of Trinity County will benefit greatly.
Thank you, Mary Clemens

Deborah Rogge

From: clerkoftheboard
Sent: Wednesday, April 6, 2022 8:50 AM
To: Deborah Rogge
Subject: FW: Cannabis Retail Ordinance in Trinity County

-Emma Purvis

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From: Everett Harvey
Sent: Tuesday, April 5, 2022 3:16 PM
To: clerkofthecommission@trinitycounty.org; clerkoftheboard <clerkoftheboard@trinitycounty.org>
Subject: Cannabis Retail Ordinance in Trinity County

I am strongly in favor of opening up retail within Trinity County.
This should include retail storefront sales. This provides access for county residents and for county visitors. Those using it for medical reasons would also have easier access.
Sincerely
Everett Harvey

Weaverville, CA 96093

Deborah Rogge

From: clerkoftheboard
Sent: Tuesday, April 5, 2022 10:59 AM
To: Deborah Rogge
Subject: FW: Retail Cannabis Ordinance

Melissa asked that I forward these emails/communications on to you 😊

-Emma Purvis

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From: Rodney Jones < >
Sent: Tuesday, April 5, 2022 10:45 AM
To: clerkoftheboard <clerkoftheboard@trinitycounty.org>
Subject: Retail Cannabis Ordinance

To: Clerk of Trinity County Board of Supervisors
From: Rodney Jones
Re: Trinity County Reatil Cannabis Ordinance
4/5/22

Dear Clerk of Board,

While cannabis sales can be controversial, the science of cannabis is not! All mamals with a spine have an endocannabinoid system. This system control's all life support systems of the human body. Cannabinoids are that critical to human functions. The plant with the most known cannabinoids is cannabis.
Having safe and affordable access to cannabis products is essential for communities to maintain health. Back in the early 2000's when this process of legalization was in it's infancy there was a lot of speculation due to the false propaganda given to the people by the Federal Government. Those against allowing legal use of cannabis quoted false narratives like, "Cannabis is a gateway drug, Crime will increase if it becomes legal, children will be harmed by cannabis," and a whole list of similar issues. What the 15+ years of legalization have proven is; crime didn't increase, cannabis is an exit herb, not a gateway drug, children are being healed with cannabis when medical doctors have tried everything in their tool kit and failed. Most of the adverse comments back then came from rehabilitation programs and the medical society. Both have a vested financial interest in keeping cannabis products off the legal market.
Without a legal source of cannabis products, you are encouraging a black market to continue to exist. This black market is where the crime comes from. It also reduces community health. The community shouldn't have to travel out of the community to obtain safe and effective products. If your community has a pharmacy, it should have a safe and affordable place to purchase cannabis products.
While I'm not a resident of Trinity County, I frequently travel through Trinity County, and have many friends and associates in Trinity County. I often stop in the different communities in Trinity County for food, fuel, and to communicate with the people of the communities. With proper regulations you can a viable market for locally made products and increase your revenue stream for the county. Bring back common sense to government and open the market place, you will be glad you did.

Sincerely,

Rodney Jones

attached to this message is STRICTLY PROHIBITED. Interception of e-mail is a crime under the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and 2107-2709. If you have received this transmission in error, please immediately notify me by replying to this e-mail or by telephone and destroy the original transmission and its attachments without reading them or saving them to disk .

From: adrien keys
Sent: Monday, April 4, 2022 12:54 PM
To: clerkoftheboard <clerkoftheboard@trinitycounty.org>
Subject: Retail cannabis regulation comments

Good afternoon,
I would like to have this comment letter submitted to the administrative record, and included in the agenda packet for Thursday 4/7.
These comments are mine personally, not the comments of TCAA, of which I am the board president.
Thank you

Zoning districts C1, C2, and HC are clearly the most appropriate zones, as retail is a primary permitted use. The idea of “keeping it out of sight” only furthers the negative stereotype created by reefer madness and Pres. Nixons’ self-declared war on drugs. Prohibition creates the very crime people are concerned about.

Setback from sensitive receptors have already been established by the state, and should be incorporated into our ordinance. Excessive setback requirements are likely to artificially restrict opportunity for both business owners and consumers.

Regulation is a solution to access to safe, lab-tested, taxable cannabis products. Historically unregulated cannabis has been easier to access than regulated alcohol, beer, or wine products. Again regulation is the solution, not the problem.

Trinity County is a production region, and similar to wine country where folks can be exposed to locally produced wine in clean, comfortable environments, retail cannabis businesses will support and broaden the reputation of our area and the producers who live here.

Prohibitive separation regulations will not allow the development of destination tourist attractions, and due to the extremely small size of our County would by its nature, prevent retail cannabis businesses from accessing licensing.

Regulated cannabis retail in Trinity County is an opportunity to drive tourism. Oregon, Colorado, and other regions of California are already seeing tremendous success with regulated cannabis tourism. Diverse, market-driven retail options are essential for this goal to be realized. If the business owners in the historic district in Weaverville feel that cannabis retail is inappropriate in their area, I would like to hear that from them.

Restricting licensing opportunities to a limited number of applicants will do nothing to serve our County. If only one or a few outlets are permitted, they will essentially be given a monopoly. I’m pretty sure that if there was only one drugstore in Trinity County and it wasn’t in Weaverville, few people would think one is enough. They also will be able to control prices without competition, and not be able to provide diverse retail opportunities for our many small family owned farms.

We will not be able to ascertain the success or failure of regulation if the whole program is artificially constricted.

Retail cannabis businesses will be paying local taxes of 2.5%, while wineries, liquor stores, and bars pay none.

Senator John Hickenlooper of Colorado has publicly stated his fears of increased youth use of cannabis would increase with regulation has admitted that his fears were misguided, and in fact, that was not the result. Please avail yourselves of the information contained in the link below, or just look up John Hickenlooper cannabis news story.

https://www.marijuanamoment.net/senator-who-previously-opposed-marijuana-legalization-says-he-was-wrong-about-increased-youth-use/

It is essential that both medical and adult use licenses are made available. The state allows an individual to hold one license with both medical and adult use types. Please simply incorporate the states' requirements, without adding additional roadblocks.

Regulated cannabis adult use cannabis is restricted to those 21 and over, and medical cannabis to those 18 and over, therefore the fear of increased youth access has no nexus with the regulated industry. Medical cannabis products are exempted from the state excise tax, making them more affordable to lower income patients.

Access to medical cannabis is a pillar of Prop.64, for which the residents of Trinity County voted in favor. There are many medical cannabis patients in Trinity County who presently must drive a considerable distance to access regulated cannabis products,which is especially difficult for senior citizens. The cost of gasoline also causes difficulty, as many Trinity County residents are of low to moderate income, this also transfers any tax revenue out-of-county. The preferred alternative is to allow both medical and adult use licensing in Trinity County without restricting access by limiting retail licensing.

Adrien Keys

Deborah Rogge

From: clerkoftheboard
Sent: Wednesday, April 6, 2022 8:50 AM
To: Deborah Rogge
Subject: FW: Vote Dr.Tammy ,Red Barn pharmacy ,Douglas city Ca. To be approved

-Emma Purvis

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From: >
Sent: Tuesday, April 5, 2022 8:57 PM
To: clerkoftheboard <clerkoftheboard@trinitycounty.org>
Subject: Vote Dr.Tammy ,Red Barn pharmacy ,Douglas city Ca. To be approved

In reference to Dr Tammy Red Barn Farmacy . We need a Cannabis dispensary in Trinity county . This is vital for cancer patients and people with chronic pain to be able to safely access this medication. It will also bring revenue and jobs which are so needed in this county . Thank you Therese Lanzisera

Sent from the all new AOL app for iOS

Deborah Rogge

From: Richard Morris
Sent: Monday, April 4, 2022 3:02 PM
To: Info.Planning
Cc: Carol Fall
Subject: Dear members of the Trinity County Planning Commission,

Dear members of the Trinity County Planning Commission,

Sandy and I are writing to urge you to delay recommending the implementation of a retail Cannabis ordinance. After spending over 50 years as a retail business owner in Trinity County, we fail to see retail marijuana shops bringing benefit to the our current county business climate.

Please consider of the 540 cities and counties in California, only 168 (31%) allow retail cannabis, and of the 168 jurisdictions, many of those stores sell only to medical clients, according to MJBusiness Daily

You might consider the following list of 10 large California cities that choose to prohibit retail cannabis:

- Fresno - 525,000 residents, Bakersfield - 404,000 residents, Anaheim-347,000, Irvine - 307,000 residents, Fremont - 230,000 residents, Santa Clara - 225,000 residents, Fontana - 208,000 residents, Oxnard - 202 residents, Huntington Beach - 199,000 residents, Glendale - 196,000 residents.

These 10 communities are a small example of the hesitancy to support retail outlets for their nearly 3 million citizens.

This issue deserves far more analysis before a recommendation for approval is ready for the Board of Supervisors.

Sincerely, Richard and Sandy Morris
, Weaverville

Deborah Rogge

From: Richard Morris
Sent: Monday, April 4, 2022 3:50 PM
To: Info.Planning
Subject: Dear members of the Trinity County Planning Commission,

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Sincerely, Richard and Sandy Morris
Weaverville

Deborah Rogge

From: Richard Morris
Sent: Monday, April 4, 2022 4:08 PM
To: Info.Planning
Subject: retail cannabis

Dear members of the Trinity County Planning Commission,

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Sincerely, Richard and Sandy Morris
Weaverville

Deborah Rogge

From: Richard Morris
Sent: Monday, April 4, 2022 4:26 PM
To: Info.Planning
Subject: Fw: Dear members of the Trinity County Planning Commission,

cf

From: Richard Morris
Sent: Monday, April 4, 2022 2:46 PM
To: Sandy Morris
Subject: Dear members of the Trinity County Planning Commission,

Dear members of the Trinity County Planning Commission,

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Sincerely, Richard and Sandy Morris
Weaverville

Deborah Rogge

From: Richard Morris
Sent: Wednesday, April 6, 2022 9:56 AM
To: Info.Planning
Subject: Fw: Dear members of the Trinity County Planning Commission,

---

From: Richard Morris
Sent: Monday, April 4, 2022 2:46 PM
To: Sandy Morris
Subject: Dear members of the Trinity County Planning Commission,

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These 10 communities are a small example of the hesitancy to support retail outlets for their nearly 3 million citizens.

This issue deserves far more a analysis before a recommendation for approval is ready for the Board of Supervisors.

Sincerely, Richard and Sandy Morris
Weaverville

Deborah Rogge

From: Melissa Mitrevski
Sent: Tuesday, April 5, 2022 10:29 AM
To: Deborah Rogge
Subject: FW: Cannabis Retail Ordinance Trinity County April 7th-Letter Supporting dispensary- a storefront

Heres another comment

Best Regards,

Melissa Mitrevski
Administrative Coordinator
Trinity County Planning Department
Cannabis Division
530 Main Street
Weaverville CA 96093-2819
mmitrevski@trinitycounty.org
(530) 623-1351 ext.2833

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From: clerkoftheboard <clerkoftheboard@trinitycounty.org>
Sent: Tuesday, April 5, 2022 10:25 AM
To: Melissa Mitrevski <mmitrevski@trinitycounty.org>
Subject: FW: Cannabis Retail Ordinance Trinity County April 7th-Letter Supporting dispensary- a storefront

Melissa,

If you are not the correct person to be forwarding these items to, please let me know!!!

From: Macarena Pepe <
Sent: Tuesday, April 5, 2022 10:18 AM

To: clerkofthecommission@trinitycounty.org
Cc: clerkoftheboard <clerkoftheboard@trinitycounty.org>
Subject: Cannabis Retail Ordinance Trinity County April 7th-Letter Supporting dispensary- a storefront

California, April 5 th, 2022.

Ref: Cannabis Retail Ordinance Trinity County April 7th-Letter Supporting dispensary- a storefront.

To whom this might concern:

My name is Macarena Pepe, i m from Argentina and my ID number is I have been living in California the last tree years, learning about the Cannabis Medicine. In my personal experience I heard about Cannabis for the first time when I was studying to become a Criminal Lawyer, in Law College in a subject called “Drugs Law and Regulation” ! I found out about Cannabis as a medicine through my brother who is an Agricultural Engineer-Botanic who loves plants ! When my Mother got breast cancer and had to do chemotherapy, my brother started to grow his own plant and make his own oil to help my mom. Later my brother who suffered from a bad formation in his spine began to use Cannabis in oil and balms form as a pain relief. I was the last one in the family to get to experience the wonderful benefits of this Medicine . I began to use it to relieve my headache and body pain. I truly believe in the effect of this medicine and in our Human Right of access to it. Everybody in this world should be able to can choose Cannabis as their medicine. Because of that I hope, pray and expect this coming Cannabis Retail Ordinance Trinity County helps to keep spreading the Right of everybody to have access to legal marihuana medicine in the Trinity County community.
Sincerily ,
Macarena Pepe.

Deborah Rogge

From: Katie Quinn
Sent: Wednesday, April 6, 2022 8:43 AM
To: Info.Planning
Subject: OPT OUT AREAS

We have lived in Trinity County for 26 years and are extremely invested in our community and the county. We have made it very clear to the BOS over the years that we do not want cannabis activities (other than individual legal grows) in our community of Lewiston. We run an Airbnb – our guests do not want the odors associated with cannabis while they enjoy their stay. They want to see the trees, the birds, the wildlife and breathe pristine air.
We have held many, many family and friends gatherings here – and they have also written to the BOS every time to let them know why they love to visit, why they count on enjoying this county in the communities where cannabis is not King. Not sure that Trinity Pines or Hayfork enjoys the same numbers of visitors as Lewiston does. In fact, we could not find one Airbnb rental facility in Hayfork.

Every community should have the right to be an OPT OUT of those cannabis activities that they don't want in their community. We want Lewiston to remain an OPT OUT. Please, go back and look at the many, many letters sent to the BOS with this same message. Please, keep OPT OUTS in this county.

Katie Quinn
Mel Deardorff

TRINITY COUNTY

PLANNING DEPARTMENT

P.O. BOX 2819, WEAVERVILLE, CALIFORNIA 96093

PHONE (530) 623-1351 ♦ FAX (530) 623-1353

MEMORANDUM

DATE: Thursday, April 7, 2022

TO: Members of the Trinity County Planning Commission

FROM: Lisa Lozier, Interim Director Building & Planning

SUBJECT: Cannabis Storefront Retail Ordinance DEV-20-02

Please find attached public comments received 4-7-2022.

Deborah Rogge

From: Kimberly Trujillo
Sent: Thursday, April 7, 2022 6:42 AM
To: Info.Planning
Cc: Jill Cox
Subject: Retail cannabis

It has come to my attention that tonight the commission will review this subject matter ; hopefully more of the public knows about it as well & will be there live or virtual or submit there comments to you here as I am doing since I cannot be in attendance . I would ask that you would consider the current opt out areas ; these communities have made it clear that they do not want to be subjected to the cannabis industry & the image that it brings . What a shame it would be to have our lovely Main Street spoiled by a facility that sales drugs because that is what cannabis is , a drug pure & simple ; it's bad enough we have a tobacco smoke shop right next door to a child's dance studio, whose bright idea was that ?!? Even if it's just a store that provides "tinctures" cbd products , this is not the location! I plead with you to not let hopeful $$$ cloud your decision on whether this is what's best for our communities; I have yet to see the positive impact that cannabis has had on our county as a whole ... Where are the improvements ? Where is the improved infrastructure? The $$ that has been brought in from this industry does nothing but support the programs that serve it while taking time & energy away from other important services , services to non cannabis related matters . I truly believe that we have board members that benefit financially one way or another from the cannabis industry , legal or not & I hope that our planning commission does not have the same conflict of interest . Please don't help destroy our Shangri-la, think of the minority since cannabis seems to be majority now . Thank you for your consideration!

Kimberly Trujillo

Deborah Rogge

From: edmaryjones
Sent: Thursday, April 7, 2022 11:38 AM
To: Deborah Rogge
Subject: Fw: Dr. Tammy Brazil

Sent from the all new AOL app for iOS

Begin forwarded message:

On Thursday, April 7, 2022, 2:13 PM, edmaryjones wrote:

Good afternoon. I have known Tammy Brazil for about ten years now. She happens to be about the kindest person living in Trinity County. She has done so many things for so many sick people. I heard that you are going to be deciding whether or not she can get a license to open a dispensary. I think that it would be a very lucrative move for the county . Having said that I know first hand that cannibis is a truly remarkable plant. My husband is fighting metastatic prostate cancer which has spread to his bones and lungs. He is in terrible pain. He has trouble sleeping and he's lost quite a few pounds. But guess what!! The cannibis makes him hungry and sleepy. He can go on opioids but won't. It's truly a gift from God! Please open your eyes and heart and allow the people who need this not have to travel to the coast or Redding for their medicine. It absolutely makes no sense to have this delayed any longer. Thank you for taking the time to read this.

Sent from the all new AOL app for iOS

April 6, 2022

To Whom It May Concern:

I am writing this letter in support of retail cannabis in Trinity County. I am honored to support Ms. Brazil in her efforts and feel that it is entirely long past due that Trinity County move towards having safe and reliable access to cannabis.

I have personally experienced Ms. Brazil's care and compassion for both a family member and friend who was suffering from cancer. I truly believe that cannabis played an essential role in their lives and treatment. I also believe that being able to use cannabis along with modern treatments, chemo and radiation, is what helped them get through the side effects and ultimately lead to remission. I will add that not only was Ms. Brazil compassionate but she took every precaution of safety when dispensing cannabis.

Lastly, if there ever was a time to have concern about the drug supply it is now. Overdoses are on the rise as the opioid crisis increases and fentanyl continues to make its way into all other substances – including cannabis. Cannabis can be a safe and effective harm reduction tool if but only if there is safe access. Trinity County and its residence deserve safe access and a safe supply of cannabis.

Respectfully,

Sherry Chandler

Disclaimer: The above statement is my own personal view and are not affiliated with any agency or organization in Trinity County or elsewhere.

TRINITY COUNTY
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819
PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

Sean Connell, Director

Memorandum for Record

TO: Chairmen of the Board of Supervisors, Board Members Groves, Cox, Gogan and Brown, CAO Garza, County Council Long

FROM: Sean Connell, Cannabis Director

SUBJECT: Summary Recap of Planning Commission Meeting Item 1; April 7, 2022

The purpose of this memorandum is to summarize the action of the Planning Commission, as the official minutes have not been certified by the Planning Commission and will become available after the 24th of June.

PLANNING COMMISSION MINUTES

NOTE: The public was invited and present via Zoom Link.
COMMISSIONERS PRESENT: Chair Sharp, vice-Chair McIntosh, Commissioner Barrett, Commissioner Fall, Commissioner Heaton via Zoom

ITEM 1: Zoning Text amendment- Ordinance Establishing Trinity County Code Section 17.43H Cannabis Storefront Retail

PUBLIC COMMENT: 38 comments were received from the podium and Zoom. The vast majority of comments were in support of the retail ordinance that was being presented. With additional emphases on zoning variances, mirroring State law, and to provide legal regulated access to the population of Trinity County and keep the tax base here.

COMMISSIONER DISCUSSION: Commissioner Fall, Commissioner McIntosh, Chairman Sharp, and Commissioner Barrett all made comments and recommendations for changes or decision to be made by the Board of Supervisors.

MOTION: (Fall/ seconded Sharp) "Continue Retail Storefront ordinance to address the following issues: Retail in Opt-Out areas, Conditional Use permit requirement, 100' setback from sensitive site receptors, delete 17.41, list criteria for local first strategy, redefine the definition to include "medical".

SUBSEQUENT MOTION: **(McIntosh/ seconded Barrett)** "Incorporate recommendations to the Board of Supervisors as collected by staff and find the project exempt from CEQA 15061-Common Sense. Adopt the findings listed in 2022-03, recommend that the BoS introduce/ waive reading of the zoning amendments to include 17.43H-Cannabis Storefront Retail Ordinance" During the discussion after Commissioner McIntosh subsequent motion, Director Connell offered the opportunity for the Commission to walk through the captured recommendations for consensus to be presented to the Board of Supervisors.

Recommendations of the Commission via Straw Poll:

1. Extension of Opt-Out restrictions to include Retail Storefront by area to be decided by the Board of Supervisors
    a. Straw Poll: **Fall**- yes **McIntosh**- aye **Sharp**-aye **Heaton**-aye **Barrett**- aye

2. Mirror setback requirements with State Law (*1,000' for onsite consumption/ 600 without*)
    a. Straw Poll: **Fall**-no **McIntosh**- yes **Sharp**-no **Heaton**-aye **Barrett**- aye

3. Conditional Use Permit to be presented to the Planning Commission
    a. Straw Poll: **Fall**- yes **McIntosh**- no **Sharp**-aye **Heaton**-no **Barrett**- no

4. Add the word "MEDICAL" to definitions
    a. Straw Poll: **Fall**- yes **McIntosh**- aye **Sharp**-aye **Heaton**-aye **Barrett**- aye

5. Develop a Local First Strategy for Trinity County
    a. Straw Poll: **Fall**- yes **McIntosh**- aye **Sharp**-aye **Heaton**-aye **Barrett**- aye

SUBSEQUENT MOTION ROLL CALL VOTE:

BARRETT- ***AYE***

MCINTOSH- ***AYE***

HEATON- ***AYE***

FALL- ***NO***

SHARP- ***NO***

Subsequent motion passed via a 3-2 vote. This closed the item, and the meeting continued with Staff/Commissioners Reports and updates.

Suzie Hawkins

From: Gale & Theresa
Sent: Thursday, May 12, 2022 3:29 PM
To: clerkoftheboard
Subject: Cannabis store front

Please keep store front cannabis out of opt out zones and away from areas where there are campers and children play. I know there are realtors who has made tens of thousands of dollars at the expense of many Trinity County dwellers has purchased buildings just for purposes like this not caring about residential homes or adjoining properties.

Thank you for your time

Gale and Theresa Ickes

Suzie Hawkins

From: Katie Quinn
Sent: Thursday, May 12, 2022 3:11 PM
To: clerkoftheboard
Subject: Cannabis Storefronts

Dear Board of Supervisors,

Over the past eight to ten years, I and my friends, neighbors and family members have written countless letters to both the BOS and the Planning Commission.

Every letter firmly states that we do not want any active, overt cannabis activity within the Opt Out Areas. Every time another cannabis activity comes up, we have to write again. We have opposed growing of commercial cannabis, manufacturing, store fronts …anything that smacks of cannabis – we just do not want it in our OPT OUT. It's hard to know how much more clearly we can state this.
Much of Lewiston, if not all, is Rural Residential. Those of us who live in an OPT OUT are very happy that we do not have to deal with the white tents of cannabis grows. We do not want Lewiston to have a retail store in the OPT OUT. Period. If you go back and read the hundreds of letters that have poured in each and every time reinforcing our opinion, you will see that we still don't want Retail Storefronts.

Lewiston is known for its historic district, one-lane bridge over the pristine Trinity River, two great lakes to enjoy. We have over 25 B&B's, plus motel/hotels and RV resorts. People come to Lewiston because of what it has to offer. And, right now it does not offer cannabis. PLEASE, keep it this way. Put the retail storefront in Hayfork or Trinity Pines, or the Red Barn on highway 299. Just please keep it out of Lewiston.

Thank you,

Katie Quinn and Mel Deardorff

Suzie Hawkins

From: Loren Long
Sent: Friday, May 13, 2022 3:19 PM
To: clerkoftheboard
Subject: Cannabis Retail Sales

Clerk of the Board,
I will not be able to attend the Board of Supervisors meeting on Tuesday, May 17th and wanted to provide the following comments regarding retail sales of cannabis:
Here we go again!
I am a property owner in the Trinity Center Community Services District, which is an Opt Out area for the cultivation of cannabis for commercial purposes. I am an advocate for keeping it that way. I do not support "grandfathering" of any type in Opt Out areas. I also do not want retail sales or distribution of cannabis located in this district.
Our children are already subjected to enough negative retail products without adding one more. Tobacco products, vaping, alcohol, stimulus drinks, etc. The list is extensive. And now we are considering adding one more. Having a cannabis store located in our small town of Trinity Center would send the message to our youth that "pot" is okay. Of course, it is not okay. We tell our kids that all of these products are bad, then we allow retail sales of cannabis in the town. Makes no sense. Give our kids and community a break and keep retail sales of cannabis out of the Trinity Center area.
If a store is to be permitted in Trinity County, it would be best to open it in Weaverville in a location where our kids will less likely be exposed to it. Keep stores out of the small communities. The less stores the better.
Thank you,
Loren Long
Trinity Center, CA

Twitter Ads info and privacy

Tweets by @CAcannabisdept

CA Department of Cannabis Control @CAcannabisdept "Those jurisdictions prohibiting cannabis retail not only stifle the legal industry's growth, but they also sustain the illicit market," DCC Director Elliott says.

Read the full story in the California Business Times: http://ow.ly/vVBX50Jxnpx #CalDCC#CACannabis

Jun 14, 2022

Embed
View on Twitter

Retail Regulations

Department of Cannabis Control
Medicinal and Adult-Use Commercial Cannabis Regulations
California Code of Regulations Title 4
Division 19. Department of Cannabis Control

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Forbes May 29/22:

Cannabis Tourism Is Now A $17 Billion Industry—And It's Just Taking Off

Will Yakowicz
Forbes Staff
Suzanne Rowan Kelleher
Forbes Staff
I write about travel trends and news you can use.
May 29, 2022,06:00am EDT

From marijuana farm tours to "bud and breakfast" hotels, American destinations are discovering that "canna-cations" aren't just for stoners anymore.

Adrienne, a fortysomething makeup artist, grew up in the mountains of northern Georgia, a state where cannabis is still illegal. When she and her husband were planning a vacation in 2018, Adrienne, who speaks with a nice Southern drawl and has been smoking marijuana since she was 14, suggested they go to California and see what it's like to buy pot legally.

"I had never been to a dispensary before and I wanted a professional to bring us around so we could sit back and take in all the knowledge," Adrienne says of the experience.

She booked an excursion with Emerald Farm Tours, which operates out of San Francisco and guides cannabis enthusiasts to local dispensaries and provides private tours of indoor cannabis grows in the Bay Area. Adrienne spent about $1,500 on her "canna-cation" for a half-day tour, a good selection of pot and a hotel room. Months later, she booked another trip with the same company, but this time she and some friends purchased the full-day excursion to visit an outdoor cannabis farm in Mendocino, three hours north of San Francisco.

Of course, Adrienne didn't have to travel all the way to "America's bud basket" in California to enjoy cannabis on vacation. As of now, 19 states and Washington, D.C., have legalized recreational cannabis, with several more states likely to join them this year.

- Trinity County Board of Supervisors:
  Dan Frasier ~Chair
  Keith Groves
  Jill Cox
  Liam Gogan
  Jeremey Brown

~Letter of Introduction~ Dr. Tammy K Brazil Owner of the Red Barn, Douglas City

YES CANNABIS RETAIL STOREFRONT

I am Dr. Tammy Brazil CTN, ND, DN, MDH, RSD, PhD and 'former' Chief Executive Officer & Founder of the Queen of Dragons, a nonprofit Medical Marijuana dispensary operating in Shasta Lake City 2011 until 2017, moving to Trinity full time, owning property prior, with little time to visit.

I was formerly on the Business and Advisory Council to the President of the United States and the State of California and received the Congressional Medal of Distinction 2006. I have a strong background in business, politics and medicine. With the impending changes brought by California State passing Proposition 64, and Trinity Retail Cannabis Ordinance on Agenda, I wanted to; introduce myself, outline what I do, what we provided to our patients and the community in the City of Shasta Lake. I would like to provide the same services and support for Trinity County, as I provided for the City of Shasta Lake, and Shasta County, as a Retail Dispensary, and a valuable asset to the community.

Being a Principal Researcher, I specialize in scientific cannabis research and am dedicated to medical cannabis legalization and patients' rights. I coach patients on medical uses and applications of cannabis. I have a different vision for our business than you find at most businesses and that is; heavily supporting our community and its residents, empowering people to help themselves, providing free services, medications and financial assistance to our patients and the residents of our community.

My mission of giving to the community is evident in actions:

▪▪In 2016 Queen of Dragons, under my direction, provided over $805,000 in support for the community, in addition to the Shasta Lake Business Tax.

▪▪2016 Queen of Dragons, under my direction, provided a total of $777,000 in medications to our patients, veterans, in need at no cost to them. $770,000 was provided to our seriously and terminally ill patients through our Angel Tears Program. We know that medical marijuana saves lives. All medications can be cost prohibitive to those who need it most. The Angel Tears Program patients would not have been able to afford these life-sustaining medications were we not to provide them. The $770,000 was calculated at a cost of $600 per vial for medication that can sell for up to $1,500. I have provided the Angel Tears program for our patients from day one. I provided an additional $7,000 in medications to patients who were in desperate need of medications without the ability to purchase them.

▪▪I established "The Children's Fund" at the Queen of Dragons when we opened in 2011. Through The Children's Fund we assist sick children and their families by; providing non-covered medical equipment and supplies, funds to cover medical travel expenses, rent or mortgage assistance, utilities and sadly many funerals. We provided tens of thousands of dollars through the Children's Fund.

▪▪ Queen of Dragons, under my direction, financially supported our local schools, sports, cheerleaders, football teams, fire department, sheriff's department, and countless others. In 2016 Q.O.D, under my direction, donated over $6,000 in financial support. We provided the new uniforms for the Central Valley Cheerleaders and paid the cost for 75% of their squad to go to cheer camp.

Queen of Dragons, under my direction, financially support "Saturday Night in the Park", Shasta Lake, The Veteran's Parade & the event after, the Shasta Lake Chamber of Commerce & events including "Adopt A Child", and The Veteran's Flag Memorial-Enterprise Lions Club on I-5, and STAND DOWN a 3 day Veteran's support event, providing clothes, boots, medical, hair-cuts, etc.

Queen of Dragons, under my direction, financially supported the Local Indians for Education, Youth Program, Shasta Lake, assisting with educational needs, educational field trip to San Francisco, and most recent, sending the older students Dec 28, 2016 to Standing Rock, to be amongst their culture for educational purposes.

Dr. Tammy's: "*Canna We Talk*" ~ live event, discussions with world leading cannabis specialists, MD's, Scientists and published Researchers, flown in from around the globe~ free education for the public, doctors, nurses, clinicians, local officials, and patients, and broadcasted into 650,000 homes in Manhattan, NY, Paula Gloria, Time Warner Productions.

Our last event featured: Dr Greg Smith MD MPH, author of the first "Basic Science & Clinical Applications Medical Cannabis- What Clinicians Need To Know And Why" and Researcher ~ "How to prevent and halt the progression of Alzheimer's with cannabis". Dr Dustin Sulak D.O. "The Opioid Epidemic ~ Medical Cannabis~ The Solution to the

Epidemic".
Dr. Sunil Aggarwal MD, PhD. FAAPMR Hospice & Palliative Medicine NIH Clinical Center, "Cancer, Seizures, PTSD, The safety of Medical Cannabis compared to OTC drugs & The Opioid Epidemic~ Cannabis the Answer~ ".
Dr David Bearman MD, undisputedly one of the most clinically knowledgeable physicians in the U.S. in the field of medical marijuana ~"PTSD, Veterans, ADHD"
and Jahan Marcu PhD ~ Chief Scientific Officer and Chief Auditor for Americans for Safe Access and the Patient Focused Certification (PFC) Program.

"*Canna We Talk* ~ come see what all the fuss is about and make your own decisions" ~ a free day long education and discussion format, video taped and available for Internet viewing.

- Queen of Dragons, under my direction, sponsored every community event in Shasta Lake; in 2016 Q.O.D provided approximately $20,000 in support. The Shasta Lake Tree Lighting event is very special, we funded, organized, set up and took down a truly magical Christmas event for the community that is completely free of charge. We provide very high quality gifts for every single person in attendance, Santa and a gift bag for every child who sees Santa, face painting, refreshments, music, as well as free spaces for local vendors to display and sell their crafts. During this event we give a warm coat to every child. We have done our best not to leave out a single detail to a perfect Christmas event and ensure that each child has a warm coat for the winter.

- Queen of Dragons, under my direction, received "The Business of the Year Award 2016" Shasta Lake, as well Certificates of Recognition from:
Shasta County Board of Supervisors, California Assembly, California Senate, Congressional~ Doug LaMalfa, Shasta County Sheriff's Department ~ Sheriff Bosenko, and the Shasta Lake Chamber of Commerce.

I would like the opportunity to speak with you about; Medical Cannabis & Adult Use, **"The RED BARN FARMACY"** , arrange a private tour, discuss what I would like to do, the services and education that we provide to our patients, the community and other physicians. Before retail sales begin and corporations are allowed to enter into our community and Trinity County, I would like the opportunity to provide my services and support to Trinity County, generating monies back into our community, as I have done for the City of Shasta Lake & Shasta County. I look forward to hearing from you soon.

Respectfully,

Dr. Tammy

Dr. Tammy K. Brazil, CTN, ND, DN, MDH, RSD, Ph.D.
ANMA
Member of Society of Cannabis Clinicians/American Academy of Cannabinoid Medicine

QUEEN'S KIDS

The Children's Fund at Queen of Dragons is used to aid sick Children and their families.

100% of your Donations and Special Event proceeds are used to provide Medical Equipment and Supplies, Pay for non-covered care (i.e. Hotels, Air Fare, Car Rentals, etc...) all to save and improve the lives of as many children and their families as possible.

Sometimes when the funds are not enough to cover everything The Queen of Dragons contributes money. Even our Staff in the Medicine Room have forgone their Tips to help out!

The Queen of Dragons' Angel Christmas provided Gifts to 57 local Families this year to help fix Christmas and sponsored The Shasta Dam Workers' Rock-the-Tree Event and awarded prizes of $50, $100 & $500 to more Locals!!!

We are Community STRONG!

Our goal as a Non-Profit Organization is to improve any Social Issues that we can have a positive impact on. We believe in supporting our People and Local Organizations to build a stronger, healthier Community. Beyond our Donations we are proud to help with our Queen of Dragons' Programs.

THE CHILDREN'S FUND
THE SHASTA DAM WORKERS' CHRISTMAS
THE QUEEN OF DRAGONS' ANGEL CHRISTMAS
THE ANGEL PROGRAM

Dr. Tammy's Angel Program is a multi-step process that delivers truly exceptional products to aid in the relief of many Ailments and Diseases. The Angel Program is shared with Patients free of charge, who are in serious need of relief. Dr. Tammy's motto is "Do things right, Always give back and Go beyond the Call of Duty and you will have a 'Loved Life'!"

QUEEN'S CAUSES

CHAMBER OF COMMERCE

SHASTA LAKE FIRE DEPARTMENT

SHASTA LAKE GATEWAY LIBRARY

SHASTA DAM WORKER'S ASSOC.

SHASTA DAMBOREE

CENTRAL VALLEY HIGH SCHOOL

SHASTA LAKE CITY PEACE OFFICERS

SHASTA LAKE FOOD PANTRY

REDDING PEACE OFFICERS

DEPUTY SHERIFF'S ASSOCIATION

ANDERSON POLICE K-9 UNIT

SHASTA CENTER FOR SEXUAL ABUSE

LIFE CENTER

SECRET WITNESS OF SHASTA CO

INTERNATIONAL ASSOCIATION OF RETIRED FIREFIGHTERS

BACK FROM HELL MC– CLUB
Sponsored "Run from Meth"

BRAVE MYKAYLA
www.bravemykayla.com

TEAM LANDON
www.teamlandon.org

QUEEN'S VETERAN PROGRAM
All Veteran's receive a 7.5% discount

QUEEN OF DRAGONS'
ANGEL CHRISTMAS

Lt. Governor Gavin Newson and Dr. Tammy 2014 Democratic Convention

Dr. Tammy was invited as an Honored Guest to the California Democratic Convention where she was able to share valuable information about Medical Cannabis Legalization to the 3,000 Delegates of the Democratic Party at the Brownie Mary Booth. The group was also instrumental in getting the Democratic Party to pass Resolutions calling for reform of Cannabis Laws at the Federal Level and are recognizing that Medical Cannabis Patients deserve the same civil rights as any other Patient.

PROUD BUSINESS TAX PAYER TO THE CITY OF SHASTA LAKE

SHASTA COUNTY OUR COUNTY

Green Style Consulting
Medical Cannabis Analysis

THE QUEEN OF DRAGONS HOSTS GREEN STYLE CONSULTING, ON SITE, TWO FRIDAYS A MONTH FOR MEDICAL CANNABIS ANALYSIS.

QUEEN'S AMENITIES

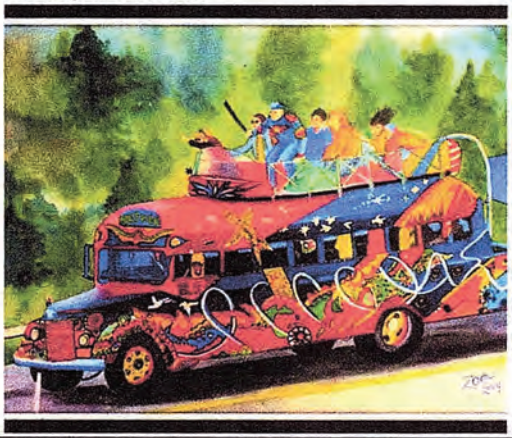
WE OFFER A COMFORTABLE ATMOSPHERE WHERE THERE'S SOMETHING FOR EVERYONE! WE HAVE A POOL TABLE, VIDEO GAMES, WIFI, LIBRARY, MASSAGE CHAIR, MUSICAL "JAM" AREA, INSTRUMENTS, ON-SITE LOANER LAPTOP FOR JOB SEARCHES, RESUMES & EMAIL.

SHASTA LAKE	shastalake.com
SHASTA DAM	shastalake.com/shastadam
WHISKEYTOWN LAKE	whiskeytownmarinas.com
SUNDIAL BRIDGE	turtlebay.org/sundialbridge
REDDING	ci.redding.ca.us
HOUSEBOATING	houseboating.com

Shasta County's population is 177,223. **Shasta Lake City** is the closest settlement to Lake Shasta and Shasta Dam, which are popular Tourist Destinations. The population of Shasta Lake City is 10,164.

EXTENSIVE LINE OF CLONES

The Queen of Dragons is a Non-Profit, Members Only Collective. We offer exceptional Medicinal Cannabis from Our Exclusive Member Patient/Farmers & Chefs! We never accept product from outside sources! All of our inventory is tested on site by Green Style Consulting to assure it's purity and quality. The Testing is Certified and they verify the levels of THC (Delta-9-Tetrahydrocannabinol, CBD (Cannabidol) and CBN (Cannabinol). You can visit www.weedmaps.com for a detailed list of our Inventory and store hours.



Artist, Zoe, of Heaven High 2014 Ken Kesey's Prankster's Bus, "Further"

Queen Of Dragons
5044 SHASTA DAM BLVD
SHASTA LAKE CITY, CA. 96019
530.276.9771
www.queenofdragons.com

DISCUSSIONS WITH WORLD LEADING CANNABIS SPECIALISTS & M.D.S

Straight talk for the public, elected and appointed officials, politicians, political hopefuls,civic leaders, parents, teachers, business owners, doctors, pain management clinics, Nurses, Nursing Homes, and Patients.

Sunil Kumar Aggarwal, MD, PhD, FAAPMR

Discusses

•Demystifying Medical Marijuana

• What are THC & CBD and effects on Seizures, Cancer, PTSD and Opioid Epidemic

• The safety of Medical Cannabis compared to OTC Drugs

Background:
Former Clinical Fellowship, Hospice and Palliative Medicine at NIH Clinical Center
Former Resident at NYU Rusk Institute of Rehabilitation Medicine
Medicine Intern at Virgina Mason
Earned Global Health UWSOM Pathway Certification
Area of Interests:
Pain and Symptom Management, Advance care planning, Hospice Care, Integrative Medicine, Spirituality, Social and Cross-Cultural Medicine

Rudy Roma

Discusses

•The Benefits of Medical Marijuana / **420 Insight**

Background:
He is here to change the dialogue on medical marijuana and we dare say, he is not treading lightly. As a father who has lost his young daughter to a battle with cancer, his passion hit very close to home. This father and Entrepreneur is the founder of **420 Insight.**
Area of Interests:
He has now committed his life to educating society about the many benefits of medical marijuana.

Dr. Jahan Marcu PhD

Discusses

Speaker's choice on cannabis science topics from this world renowned scientist and cannabis specialist.

Background:
A prolific author- his writings include:
A document presented to the U.N. Commission for the review to reschedule Medical Cannabis.
Author of the American Herbal Pharmacopoeia Monograph,
Writes and is contributing editor for many publications such as the O'Shaughnessy's Journal of Cannabis, beyondthc.com, Project CBD, West Coast Leaf, Cannabis Now and Freedomisgreen.com

Dr. David Bearman

Discusses

•He is a leader in the field of cannabinoid medicine

• How discrimination and greed created a dysfunctional drug policy and how it can be fixed

Background:
M.D. from the University of Washington School of Government including the U.S. Public Health Service
Director of Public Health Services at SDSU
Health Office and Director for Sutter County Health Department
Director of Medical Services for Santa Barbra Regional Health Authority
Area of Interests:
Drug abuse Treatment and Prevention, Community Health

Dr. Gregory L. Smith MD,MPH

Discusses

•Preventing & halting progression with ultra small doses of natural cannabis

• How cannabis can help or even halt the progression of **Alzheimer's disease** while Improving current symptoms and challenges

Background:
M.D with Masters of Public Health from Harvard University
Retired U.S. Army Major
Primary Care Practice in California and Florida for 25 yrs.
Author of
Medical Cannabis: Basic Science and Clinical Applications
The first scientifically-based textbook directed at educating students and medical professionals on the science and applications of cannabinoid medications

Dr. Dustin Sulak

Discusses

•The Opiate Problem / THE SOLUTION

Background:
Dr. Sulak is the leading the cause on replacing opioid with cannabis
Eliminating the withdraw symptoms to avoid or cure addictions
Dr. Dustin Sulak is a renowned integrative medicine physician based in Maine.
Area of Interests:
www.healer.com
He has helped 18,000+ patients and is nationally regarded as an expert on medical cannabis.

This will present everything the pub[illegible] and the current evolution of cannabis.

STOP THE HATE • EDUCATE

Canna We Talk? 3

Canna We Talk #3 is a FREE educational and informative event. We have some of the nation's leading Doctors, Researchers and Scientists presenting educational information regarding medical cannabis and the issues that surround it. It is our wish to take the mystery and confusion out of the equation so that people can make informed personal decisions.

TEAM LANDON!

We are Very Pleased to Announce added to the line-up:

"TEAM LANDON" with CANNA MOM Sierra Riddle & Landon Himself !!!

LIVE MUSIC

Special performances by

ARMY · DANNY I

& DUB MARKET

Collective appearing from St. Croxi. Virgin Islands

ARMY will feature "Push Deh Limit" and more!

AFTER THE DISCUSSION SPEAKERS

DISCUSSIONS WITH WORLD LEADING CANNABIS SPECALISTS & M.D.S
LIVE MUSIC
LOCAL ARTS AND CRAFTS
FOOD
FUN LEARNING
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AND MORE!

Canna We Talk? 3

SEPT. 17th, 2016

Claire Engle Park and Senior Center
1525 Median Avenue

SHASTA LAKE *California*

11-7pm - Free Admission

THIS IS A NON-MEDICATING EVENT

This event was brought to you by
THE QUEEN OF DRAGONS

5044 Shasta Dam Blvd, Shasta Lake, CA 96019
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A *FREE!* MEDICAL CANNABIS
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Canna We Talk? 3

SEPT. 17th, 2016

"I'm trying to free your mind, but I can only show you the door. You're the one that has to walk through it."
- Alice in Wonderland

Dr. Tammy, PhD
CEO, Red Barn Farmacy

THE RED BARN FARMACY

Canna~Therapy, Educating Families, Supporting Small Farmers & Businesses in Trinity County

Empowering People to Help Themselves

Curriculum Vitae 2022

58988 Highway 299
Douglas City 96024
530-440-9752
Dr.Brazil@Yahoo.com

Introduction

Dr. Tammy is a United States citizen and has been a resident of Northern California since 2009. She has been a very active participant with public officials and the community providing expert cannabis education and information.

Dr. Tammy shares her experience as the founder and former CEO of Queen of Dragons cannabis retail store front in Shasta City, California. Because of her skills and expertise in the cannabis industry, the retail operation was a great success. She is excited to share her expertise with Trinity County to offer affordable & free medical cannabis education and appropriations.

Education

Dr. Tammy ND, CTN, DN, MDH, RSD, PhD

- Integrative Medicine University of Arizona
- Naturopathic American Institute Holistic Theology, Alabama
- ICBMT- Faculty of Public Health of the Royal Colleges of Physicians of the United Kingdom [Feb. 2004]
- Scientific Healthcare, A4M American Academy of Anti-Aging Medicine Diplomat Nomination; Research Scientist [Feb. 2004]
- Medical Doctor Homotoxicology; International Society of Homotoxicology-Internationale Gesellschaft fur Homtoxikologie e.V. [Germany] 11/28/2000
- Certified Board Naturopathic Medical Examiners Washington DC # 03640 Sept. 17, 1999 American Naturopathic Medical Certification Board
- Blood Morphology as a Biological Probe
  - trained by J Ciganek- NASA
  - Canada, Gaston Naessens,
  - Prof. Dr. Gunther Enderlien via Dr. med. Maria-M. Bleker , Germany
  - Robert w. Bradford DSc- United Kingdom
    - Bradford Blood Assessment – CLIA Accepted Morphologies
- Studied directly with top scientists & researchers including members of NASA

Specialties

- Scientific cannabis research
- Cannabis legal compliance expert
- Cannabis dispensary supervision and management
- Cannabis business operations expert
- Cannabis edibles making
- Dedicated to medical cannabis patient's rights
- Educating the new adult-use consumers
- Training and educating people on the proper usage of cannabis therapeutics

Experience

Cannabis Non-profit Collective-Cannabis Retail Storefront Business, in Shasta Lake, California (2011 -2017)

- Retail Storefront CEO

Mortuary Science medical studies began in the 1990's

- Intern of Mortuary Science, Valley Funeral Home, Tucson, AZ
- Mortuary Science East Lawn, Tucson AZ
- Funeral Home Direction, South Lawn & Valley Funeral Home, Tucson, AZ
- Director Family Services at Phoenix Memorial Park, Phoenix, AZ SCI

Dr. Tamny learned from the human body and its organs in the following ways;

- Observing cancer
- Physical abuses & drug overdoses
- Working with bodies of the homeless, John Doe's and the complex traumas of varying accidents
- Developing in-depth knowledge working with the coroner and the deceased after autopsy
- Reassembling the deceased's body in preparation for funeral services
- Knowledgeable insights into the science and inner workings of the human body
- Counseling family and assisting them in making final decisions with the casket, burial space, vault, and services

Accomplishments

- The Congressional Medal of Distinction, Congressional Committee 2006
- California Business Woman of the Year 2006
- Honorary Chairman of the Business Advisory Committee 2006
- National Leadership Award - Congressional Committee 2005
- Honorary Chairman of the House Majority Trust 2006
- Certificate of Responsibility- Brownie Mary Democratic Club 2015 & 16 (for bringing staff & Marijuana Museum to the Democratic floor)
- Ordained Minister since 2007
- Legendary Cannabis Humanitarian & Activist
- Producer of "Canna We Talk" Series , 2013, 2014, 2016 broadcasted into 650,000 homes in Manhattan, NY. Paula Gloria Time Warner Productions
- Cannabis Non-profit Collective-Cannabis Retail Storefront Business, in Shasta Lake, California (2011 -2017) won the following in recognition for community service under her direction:
    - The Business of the Year Award 2016" Shasta Lake, and Certificates of Recognition from:
        - Shasta County Board of Supervisors
        - California Assembly
        - California Senate

- Congressional~ Doug LaMalfa
- Shasta County Sheriff's Department ~ Sheriff Bosenko
- Shasta Lake Chamber of Commerce

Memberships

- The Society of Cannabis Clinicians
- The American Academy of Cannabis Medicine (ANMA)
- Former member of The Business Advisory Council to the President of the United States
- The Human Solution International 2010- present

Community Service & Engagement

- **The Children's Program 2011 - Present**
  - Assistance was provided for children and families with terminal and chronic conditions with;
    - providing non-covered medical equipment and supplies
    - funds to cover medical travel expenses,
    - rent or mortgage assistance,
    - utilities
    - funerals.
    - over ten thousand dollars donated

- Cannabis Education offered at free or affordable rates:
  - Fire-side Chats,
  - Workshops, Seminars,
  - "Canna We Talk" Events
  - Canna~Therapy Workshop Series

NORML®

Home > Legalization > Analysis: Cannabis Retailers Drive Economic Growth, Are Not Magnets for Crime

Analysis: Cannabis Retailers Drive Economic Growth, Are Not Magnets for Crime

BY NORML | JUNE 13, 2022

Licensed cannabis businesses stimulate economic growth and are not magnets for crime, according to an analysis commissioned by the city of Sacramento, California.

Researchers assessed the impact of licensed cannabis businesses in the city of Sacramento.

Consistent with prior studies, investigators reported that homes in close proximity to marijuana outlets experienced a greater rise in value than did other residences in the city. Authors also rebuffed the allegation that marijuana retailers were associated with any elevated risk of criminal activity. Between 2018 and 2021, fewer than one percent of all robberies and burglaries reported to the Sacramento Police Department were associated with cannabis business, the report found.

Overall, the cannabis industry is the ninth largest employer in Sacramento, researchers concluded, and it is responsible for nearly 8,000 jobs citywide.

Commenting on the study's findings, NORML's Deputy Director Paul Armentano said: "These findings ought to mitigate the concerns of local officials who have been reluctant to embrace regulating the cannabis marketplace. Licensed cannabis retailers are good neighbors, drive economic growth, and redirect tax dollars back into the local community. It makes no sense from either an economic perspective or from a public health perspective to prohibit these businesses or to relegate cannabis commerce solely to those operating in the unregulated marketplace."

Currently, more than half of California's cities and counties prohibit the operation of licensed cannabis businesses.

According to data compiled in February by Leafly.com and Whitney Economics, the state-licensed cannabis industry added over 100,000 new jobs in 2021 and now employs over 428,000 full-time workers.

Additional information is available from NORML's fact-sheet, 'Societal Impacts of Cannabis Dispensaries/Retailers.'

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PREV

Governors Sign Legislation Further Facilitating the Expungement of Past Cannabis Convictions

NEXT

Survey: Nearly Half of Authorized Medical Cannabis Patients Report Substituting Marijuana for Other Substances, Particularly Opioids and Alcohol

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MARIJUANA AND YOUR HEALTH

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Where AARP Stands

33 STATES HAVE LEGALIZED CANNABIS TO TREAT MEDICAL CONDITIONS, AND 11 HAVE APPROVED RECREATIONAL USE. WHAT DOES THIS MEAN FOR OLDER AMERICANS?
PAGE 10

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AARP.ORG/BULLETIN | SEPTEMBER 2019 | VOL. 60 NO. 7

PLUS NURSING IN AMERICA
AARP CENTER HELPS SET THE AGENDA FOR HEALTH CARE
/ PAGE 36

Suzie Hawkins

From: Sally Barrow
Sent: Saturday, June 18, 2022 9:31 AM
To: Keith Groves; clerkoftheboard
Subject: Cannabis storefront ordinance

I urge the Board to consider all of the residents of Trinity County when deciding the details of this important issue. No new cannabis licenses of any kind in established opt outs in residential or rural residential neighborhoods. Please require use permits for the cannabis storefronts in towns within opt outs to respect the current business owners and nearby neighbors.
Thank you
Sally Barrow
Bear Creek Road

Suzie Hawkins

From: Veronica Kelley-Albiez
Sent: Sunday, June 19, 2022 5:49 AM
To: clerkoftheboard
Subject: Fwd: Draft Ordinance Amending Title 17, Cannabis Storefront Retail

I am saddened to see that this email I sent in April was not included in the backup for meeting in Tuesday.

Would you please include?

Thank you,
Veronica Kelley-Albiez

---------- Forwarded message ---------
From: **Veronica Kelley-Albiez**
Date: Wed, Apr 27, 2022, 3:44 PM
Subject: Draft Ordinance Amending Title 17, Cannabis Storefront Retail
To: <clerkoftheboard@trinitycounty.org>

Dear Board of Supervisors, Trinity County,

I am not sure where to start on this email for public input as I found myself completely confused and honestly quite offended by our planning commission decision to not make any real recommendations to BOS. Their discussion and decision was to let the BOS really vet the draft ordinance offered by staff. At that meeting, planning staff readily admitted they didn't have time to really look at the ordinance received from the outside consultant or even vet it for any issues to bring to the table. They stated, they simply don't have time or staff. This is a recipe for disaster as it is clear that all the residents of Trinity County are not considered when presenting this draft. **Myself and several others spoke or wrote in, supporting the establishment of a storefront retail ordinance. I do believe we need one to support the cannabis industry in Trinity County. However, letting it just be a free for all is not the answer!** That way of thinking is what has created the tension within our County today. Proper PLANNING is what is needed! So what happens when General Plan is developed and communities wish to not have cannabis related business within certain areas or an over abundance, want to create new cannabis zone(s), etc. What does the County do then? Tell cannabis business owners they have to move or close? That is not fair to them either. Or this may just be a plan to force the issues on a community and their residents throughout Trinity County. If we can't do the General Plan first, them we should at least use our logical brains and PLAN for growth that can be supported by ALL residents of Trinity County. Even right now we often hear "we can't put the genie back in the bottle." Is that the plan again?

I have been attending the Cannabis Ad Hoc meetings to be a voice in the process of building cannabis regulations that serve all the residents in Trinity County. I am not elected to learn all about the cannabis industry and I don't rely on any type of business within the industry to feed or house my family. However, I have spent the last four years working to educate myself on the industry and the regulation process in the efforts to provide reasonable input. I have heard at MANY planning and BOS meetings the comment of "where were these voices when we were creating the original ordinances?" While I am confident there were many voices present, the majority of our residents relied upon our elected officials to create the balance their constituents requested.

All that said, this is where the confusion and offense comes in. The draft ordinance as presented simply uses CA state storefront retail language. There is NOTHING that allows for consideration of real Trinity County input or communities. The statement that it matches with the general plan is a blatant misrepresentation as we all know that cannabis was never part of the general plan that long ago. As presented, this ordinance could create a lawsuit decade for Trinity County. Little to no public input, allowing consumption on site, no cap on licenses, no clear knowledge of where/how many suggested zones are in Trinity County. EVERY County around us with a storefront ordinance has a tailored plan that fits their communities. They didn't relegate their responsibilities to their constituents, to the State.

Even with over 30 attached public input comments from 2020, there appears to be ZERO consideration given to those comments in the draft that FINALLY appeared on the planning commission agenda website on APRIL 1st, sometime after 3:30 pm. I even emailed the department on March 9, 2022, requesting a copy of the documents and received no reply. The notice in the Trinity Journal and posted on the library door state that written comments are only being accepted until March 30th and that the staff report could be found on the website. I have expressed ideas at Ad Hoc meetings about floor plans and business models that may work well for Trinity County as I have researched dispensaries on the coast, in southern California and even Tennessee. This draft document simply falls onto the back of the State regulations which have ZERO consideration of a counties character or desire to create a balance for residents. It is probably one of the most tone deaf documents I have read in a very long time.

Let's start with CEQA - I am not sure how this can be claimed under the Common-Sense Exemption 15061(b)3, as our current General Plan is so out of date it never considered Cannabis or its effects on land use. The definition of this exemption is: " (3) The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." Almost everything in this draft ordinance has the ability to affect areas covered by CEQA. This exemption application should be reconsidered and further studies done. At minimum, all applications should be subject to site specific CEQA determinations. While I see the need for a comprehensive and balanced retail ordinance, I see a greater need for updating the general and community plans before we continue to create such community impacting land use changes.

Zoning Code Compliance references interior occupation to another part of the document that lacks detail that even if just following State guidelines provides specific details that are not listed in our document. We can NOT just leave out information because the County wants to just use State guidelines. We NEED TO DO THE WORK and include more detail. This document has to be clear to ALL residents of Trinity County. Keeping it ambiguous does not lend itself to the mission of transparency and public knowledge.

Proposed 17.43H.020 - Section B: where can someone find the listing of zoning overlay of "Scenic Vista" when looking at a parcel on parcel viewer? Why would this be under a Director's Use Permit application? This, at minimum, if considered should be a C.U.P. which provides the opportunity for a wider range of public input. This is important to protect an area's character. As the County has experienced several changes of Directors in the last four years alone, the community is best to decide what works for their area. Especially as our current general and community plans are outdated.

Proposed 17.43H.030 section C in its entirety. Consumption should be eliminated. As presented, this draft would allow consumption, to include smoking or vaping on the premises. However, these

two activities are prohibited where smoking is prohibited by law. This would push the area for consumption to outdoors as smoking is not allowed in public retail spaces. This WILL effect air quality and noise levels. Consumption on site also has the possibility of putting impaired drivers on roadways throughout the county. The same could be said for bars which are already established throughout Trinity County. This also leads to the fact that cumulative effects need to be considered for this type of activity. There should be NO consumption allowed on site!! There is ZERO language covering mitigation measures or the requirement of a C.U.P.
https://ww2.arb.ca.gov/sites/default/files/classic/toxics/ets/workplace_smoking.pdf

Proposed 17.43H.050 - Section A - what is the "related administrative policy" referenced in this section.
Section
B(12) - Is this a Cannabis Storefront Retail Operating Standards document created by applicant or is this just a copy of local/state regulation/ordinance? It is not clearly defined which once again puts the applicant behind the 8 ball for submission. These items should have more detail for the applicant to be able to provide a successful document.
B(13) - why is there no requirement for a "consumption area" listed if they are recommending it be allowed.
B(15) - this language appears in all of the surrounding counties ordinances that I have researched. Smart to indemnify the County. May need it.
B(16) - same question as above, where can someone find the listing of zoning overlay of "Special Treatment" when looking at a parcel on parcel viewer? According to the ordinance referenced, this appears to allow cannabis retail storefronts in historical buildings and/or areas. Both of which would appear to be in conflict with the majority of Trinity County residents wishes as evidenced by current permanent "opt out" or "carve out" areas on record. Why would this be under a Director's Use Permit application? This, at minimum, if considered should be a C.U.P. which provides the opportunity for a wider range of public input. This is important to protect an area's character. As the County has experienced several changes of Directors in the last four years alone, the community is best to decide what works for their area. Especially as our current general and community plans are outdated. At the planning commission meeting, Mr. Connell admitted that this policy has not yet been developed. How can you approve something that has not yet been developed?

Proposed 17.43H.080 - Paragraph one (1) restricts access to county staff to "normal business hours" and would appear to hold law enforcement to that same standard. Cannabis Department staff, compliance, and law enforcement should be granted access AT ANY TIME they request. There should be no limitation on when inspections may occur.

The following items are being left to State regulations. However, I don't believe the fit the character of communities or the desire of it's residents. These should be reconsidered and staff should be directed to change.

Hours of Operation: currently the draft allows 6:00 am - 10:00 pm. As there are several C1, C2 and HC properties that are contiguous to all levels of residential parcels, this should be amended appropriately.

Storefront Marketing/Advertising: state regulations state: "Any advertising or marketing placed in broadcast, cable, radio, print, and digital communications shall only be displayed where at least 71.6 percent of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, up-to-date audience composition data." This could be argued in more rural areas of the county. We should better define how storefronts will be allowed to look and/or advertise. The coastal and surrounding county

dispensaries all have innocuous storefronts that blend into the business area while not providing an attractive nuisance or advertising where minors may be present.

As stated previously, I believe C.U.P. applications and reviews should be required. As is FREQUENTLY stated, Trinity County is large and each area is different. Especially concerning without a C.U.P. process is the ability to have onsite consumption. That might not be compatible with a location connected to residential areas as smoking must be done outdoors. There could also be real issues to consider for traffic, water, public nuisance, etc. that should be considered on a site specific basis.

As suggested in 2020 to date, there should be a cap on available Retail licenses.

There should be language that states retail facilities are subject to opt out areas and therefore excluded from operation in opt out or carve out areas.

Most of the dispensaries in surrounding counties have a floor plan that separates id verification area from retail area. The retail area is closed off from view of storefront windows and general public areas. Perhaps this could be incorporated into our ordinance.

Humboldt County has a good regulation on providing information on the potential health impacts of cannabis use to store employees and signage within the facility.
55.3.11.15 The operator shall provide information to all employees about the potential health impacts of cannabis use on children. Information shall be provided by posting the brochures from the Department of Health and Human Services titled "Cannabis Palm Card and Cannabis Rack Card". This information shall also be provided to all employees as part of the employee orientation.
55.3.11.16 The brochures from the Department of Health and Human Services titled "Cannabis Palm Card and Cannabis Rack Card" shall be printed and made available to all customers where transactions are completed.
55.3.11.17 Prior to operation, the operator shall work with the Department of Health and Human Services to provide signage notifying customers of the potential health effects of cannabis consumption during pregnancy and upon nursing children.
https://humboldtgov.org/DocumentCenter/View/105029/Ordinance-2669-Draft-Dispensary-coastal-Ordinance-Amendments---hours--health-impacts

There is no mention of security requirements in this proposed ordinance. Even if the county wants to rely on the States regulations (we should really review and possibly add anything necessary for what is needed in Trinity County), then it should be spelled out in our ordinance.

This draft doesn't address the retail of live plants which is allowed by State law. Does this mean it will be allowed or not?

This draft doesn't address delivery which is allowed by State law. Does this mean it will be allowed or not? If so, won't that affect traffic and a review would be required?

This draft does not address Sale and Return of Cannabis Good - Free Cannabis. Does this mean it just defaults to State regulations?

I know there is an urgency to create a storefront retail ordinance. However, caving to the pressure of want want want, will only insure that this will fail Trinity County as a whole. There are things to address and we need our elected government to protect and serve ALL of their residents. If all of the

suggestions presented by myself and other members of the public are too great, to give proper review and educated assessment in a one meeting process, I would request staff be given what direction is possible with more time allowed for public input and the next meeting present a more well thought out ordinance for Trinity County. This could be sent back to the planning commission with requesting changes and answers to some very important questions (view planning commission meeting on youtube.com as Carol Fall had some VERY relevent concerns and questions!) after the proper public input process has been completed. Or direct staff to make the changes we NEED to have this document serve ALL of Trinity County to move this ordinance forward. I know almost everyone has left the planning department. Sadly, lack of employees should not be the reason we take the least planned route ever. We can do better.

Thank you for your consideration of this email.

Sincerely,
Veronica Kelley-Albiez
Douglas City, CA

ReplyReply allForward

Suzie Hawkins

From: Adrien Keys (via Google Docs) <drive-shares-noreply@google.com>
Sent: Monday, June 27, 2022 11:08 AM
To: clerkoftheboard
Cc: Keith Groves; Jill Cox; Liam Gogan; Jeremy Brown; Dan Frasier
Subject: Copy of Findings of Fact for HC and cannabis retail

Adrien Keys attached a document

Adrien Keys (adrien@trinityagriculture.org) has attached the following document:

Good morning-
Here are findings I believe justifies including HC zones in Cannabis retail with a DUP, instead of a CUP. Also I have included links to the sources of data included in the findings.

https://www.forbes.com/sites/willyakowicz/2022/05/29/cannabis-tourism-is-now-a-17-billion-industry-and-its-just-taking-off/?sh=230ed15a2056

https://assets.simpleviewinc.com/simpleview/image/upload/v1/clients/napavalley/2018_Napa_Valley_Economic_Impact_Report_43aa13cd-20b4-438e-a6da-bda5c7c25ec7.pdf

Please let me know if there are any questions, I'm happy to answer.

Copy of Findings of Fact for HC and cannabis retail

Snapshot of the item below:

Findings of Fact for HC and cannabis retail
2- Cannabis tourism in a burgeoning industry grossing around $17B annually nationwide(Forbes)
3- HC zoning allows for retail use alongside another highway commercial use.
From Trinity County Municipal Code, ch.17.22
E. General office, retail stores and services when in addition to other highway commercial uses.
4- Several cannabis tour businesses in Northern California have expressed interest in working in Trinity County
5- Cannabis tourism, similar to wine tourism in Napa County, can double or more the gross revenue of the cannabis industry
6- In (YR), 70% of Napa Countys' wine GDP was generated through tourism.
7- Cannabis retail businesses will rely proportionately on tourism
8- 700,00 vehicle trips per year between Redding and Eureka,(XX)on 36, and (XX)on 3
9- Cannabis retail businesses are not prohibited from promoting non-cannabis recreational activities and events.
10- Cannabis retail businesses are not prohibited from providing access to services such as guided raft tours, bike rentals, or other recreational activities or events at a location on site, and outside of the licensed premises.
11- Cannabis retail in HC will require fulfillment of the conditions set forth in the zoning ordinance Ch.17.22.020
12- Retail stores in HC in Trinity County exist at present, and fulfill the requirements of Ch.17.20.020

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because adrien@trinityagriculture.org shared a document with you from Google Docs.

Google Workspace

ORDINANCE NO. 315-XXX

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY ESTABLISHING TRINITY COUNTY CODE SECTION 17.43H REGARDING CANNABIS STOREFRONT RETAIL AND AMENDING CODE SECTIONS 17.41 REGARDING MARIJUANA (CANNABIS) DISPENSARIES AND 17.42 MEDICAL CANNABIS CULTIVATION REGULATIONS

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

Section I: Findings and Declarations:

A. The voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 and entitled "The Compassionate Use Act of 1996"). The intent of Proposition 215 was to ensure that seriously ill Californians have the right to obtain and use Cannabis for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, and to ensure that patients and their primary caregivers who obtain and use Cannabis for medical purposes upon the recommendation of a physician are not thereby subject to criminal prosecution or sanction.

B. The State enacted SB 420 in 2004 known as the Medical Marijuana Program Act (codified as Health and Safety Code section l 1362.7et seq.) to clarify the scope of The Compassionate Use Act of 1996, facilitate the prompt identification of qualified patients and primary caregivers, avoid unnecessary arrest and prosecution of these individuals, provide needed guidance to law enforcement officers, promote uniform and consistent application of the Act and enhance the access of patients and caregivers to medical Cannabis through collective, cooperative cultivation projects and to allow local governing bodies to adopt and enforce rules and regulations consistent with SB 420.

C. On September 11, 2015, the State enacted the Medical Marijuana Regulation and Safety Act (MMRSA) which took effect January 1, 2016, and which mandated a comprehensive state licensure and regulatory framework for cultivation, manufacturing, distribution, transportation, testing and dispensing of medical Cannabis on a commercial basis. MMRSA was amended by SB 837. On June 27, 2017, the State enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act setting forth regulations for State licensure beginning in January, 2018.

D. Previous landmark Cannabis legislation, including the Compassionate Use Act and the Medical Marijuana Program Act have precipitated a "green rush" with individuals moving to Trinity County to grow and manufacture Cannabis; with some seeking to capitalize on ambiguities in the law while others lack an awareness of community and environmental consciousness.

E. Senate Bill 94 known as the Medical and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), established a comprehensive system to control and regulate the cultivation, distribution, transport, storage, manufacturing, processing and sale of both of the following:(l) Medicinal Cannabis and medicinal Cannabis products for patients with valid physician's recommendations; and (2) Adult-use Cannabis and adult-use Cannabis products for adults 21 years of age and over.

F. In the absence of a formal regulatory framework, Cannabis businesses are less likely to learn of, or implement, guidelines that are protective of the public peace health, safety and the environment.
G. It is the purpose and intent of this Chapter to protect the health, safety, and general welfare of the residents and businesses within Trinity County and comply with state law and federal guidelines.
H. It is the intent of the County of Trinity to have a strong and effective regulatory and enforcement system with regard to Cannabis that addresses threats to public safety, health and other law enforcement interests through robust controls and procedures that are effective in practice.
I. This ordinance provides regulations and control over Cannabis, and prevents the potential introduction of dangerous products and practices within the County.

Section II: Cannabis Storefront Retail

The County hereby enacts the following as Trinity County Code Section 17.43G entitled Cannabis Storefront Retail.

17.43H.010 - Definitions

"Cannabis" means any plant of the genus Cannabis, as defined by section 11018 of the Health and Safety Code.

"Storefront Retail" means a licensed retailer selling adult-use and medical cannabis or cannabis products to the end user or customer. A Cannabis Storefront Retailer does not include the following uses; (1) a clinic pursuant to Chapter 1 of Division 2 of the Health and Safety Code; (2) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; and (3) a residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

"School" means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code, or any licensed preschool or child day care facility. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, excluding homeschools.

"Youth-oriented facility" means public park, and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

17.43H.020 – Allowable Zoning

A. Zoning -- Storefront Retail premises are only allowed in the following zones where commercial activities are allowed:
    1. Highway Commercial (HC) subject to a conditional use permit
    2. Retail Commercial (C-1) subject to a director's use permit
    3. General Commercial (C-2) subject to a directors use permit

B. Overlay Districts -- Notwithstanding sub-section A above: if the Cannabis Storefront Retail premises is to be located on a parcel that has a zoning overlay of "Scenic Conservation" (TCC Section 17.25), a conditional use permit is required; if the Cannabis Storefront Retail premises is to be located on a parcel that has a zoning overlay of "Special Treatment" (TCC Section 17.29C) a conditional use permit is required and the Architectural Review Committee shall make recommendations to the Planning Commission to ensure compliance with Ord. No. 315-800, Res. No. 2013-20 and any other related Historical Legislation.

17.43H.030 – Regulations

A. It shall be unlawful for any person to engage in or to conduct, or permit to be engage in or conducted, in or upon his/her property within the County the operation of a Cannabis storefront retail unless he/she has first obtained and continues to maintain in full force and effect a valid Cannabis Storefront Retail License issued by the County for that property pursuant to this Chapter.

B. Cannabis Storefront Retail Licenses are allowed subject to issuance and maintenance of the permits and entitlements set forth in this Chapter, and compliance with all other applicable County and state laws and regulations, and the issuance and maintenance of a valid and current State license.

C. On-Site consumption of cannabis and cannabis products is permitted at the licensed Retail Dispensary as set forth pursuant to applicable state and local laws and regulations if all the following are met:

1. Access to the area where cannabis consumption is allowed is restricted to persons twenty-one (21) years of age or older.
2. Cannabis consumption is not visible from any public place.
3. Consumption area shall be designated on the site plan, and clearly labeled on site. Smoking of cannabis goods shall be prohibited in any areas where smoking is prohibited by law
4. Consumption of cannabis products on the retail premises shall be in a separate area from where sales transactions are conducted. Areas shall be partitioned and provided a separate age verification check prior to entry into the "consumption area"
5. For retail dispensaries, sale or consumption of alcohol or tobacco is prohibited on the premises.

D. If on-site consumption is allowed, the Cannabis storefront retail facility shall not be located within one thousand feet of a youth-oriented facility, school, church, or residential treatment facility as defined herein. If on-site consumption is not allowed, the minimum required distance from these uses is six hundred feet. All other setbacks of the zone district in which the property is located shall apply.

E. Location Limitations – Cannabis Storefront Retail establishments are not allowed in the following areas:

1. Trinity jurisdiction of the Whiskeytown-Shasta-Trinity National Recreation Area
2. Rush Creek Estates Opt Out Area
3. Lewiston Expansion Opt Out Area

17.43H.040 – Application

A. Cannabis Storefront Retail applicants shall apply and must receive approval of a use permit as identified in Section 17-43H.020.
B. A Cannabis business shall register and obtain a Cannabis Storefront Retail License from Trinity County prior to operation. The Applicant shall pay a non-refundable fee in an amount established by the Trinity County Board of Supervisors.
C. A copy of the Cannabis Storefront Retail License shall always be displayed in a place visible to the public.
D. A Cannabis Storefront Retail License shall be valid for one (1) year, and subsequently valid for three (3) years, unless sooner revoked. No license granted herein shall confer any vested right to any person or business for more than the above-referenced period.
E. A Cannabis Storefront Retail License shall not be issued to an individual or a business entity associated with an individual, who has violated California Health & Safety Code Section 11590 and its provisions.
F. The Cannabis Storefront Retail License shall be issued to the specific person or entity listed on the License Application.
G. A Cannabis Storefront Retail License is not transferable from person to person without completion of a new application.

17.43H.050 – Application Requirements

A. The Planning Director or his/her designee will prepare Cannabis Storefront Retail Use Permit and License application forms and a related administrative policy. Each applicant interested in operating pursuant to this Chapter may submit required applications together with a one-time non-refundable processing fee in an amount established by the Trinity County Board of Supervisors.
B. The Planning Director or his/her designee shall determine whether each application received demonstrates compliance with the minimum requirements for a Cannabis Storefront Retail use permit and/or License. These requirements include:
    1. Application is filled out completely.
    2. Application fee is paid.
    3. The location indicated on the application meets the zoning criteria.
    4. A notarized signature from the property owner authorizing the location to be used for Cannabis Storefront Retail activity.
    5. Live Scan background check for the Business Owner(s)/Applicants(s) referenced on the application.
    6. There may be no change in the applicant/business owner from the one(s) listed on the Cannabis Storefront Retail License Application. The application must identify individual owner(s) as defined in the MCRSA 19320(b)(1. et. seq.) as may be amended.
    7. All other application documents required in the County's application package instructions, the MCRSA, Proposition 64 and any other applicable regulations as they may be amended.

8. Photographs of the exterior of the building including the entrances(s), exit(s), street frontage(s), and parking area(s).
9. If the property is being rented, leased or purchased under contract, the lease agreement term and name of lessor or equivalent, shall be provided by a notarized signed affidavit of the property owner.
10. The name and address of the applicant's current Agent for Service of Process.
11. A copy of the applicant's Board of Equalization Seller's Permit.
12. A copy of the Cannabis Storefront Retail Operating Standards containing a statement dated and signed by the Business Owner stating that under penalty of perjury that they read, understand and shall ensure compliance with the aforementioned operating standards.
13. A floorplan identifying ingress/egress, customer check in, waiting area, restroom facilities, retail product area, and product storage area.
14. Provide a statement, signed by the applicant under penalty of perjury, that the information provided is complete, true, and accurate.
15. Release of Trinity County from all liability associated with the Cannabis Storefront Retail business. Such a release includes indemnifying Trinity County for claims, damages and injuries that may arise as a result of the Cannabis Storefront Retail business.
16. Identified actions and commitments to implement the County's local first strategy to encourage cannabis retailers to promote locally-grown cannabis and locally-produced cannabis products to the greatest extent feasible.

17.43H.060 Prohibited activities.

It is unlawful and shall constitute a public nuisance for anyone to own, establish, operate, use, or permit the establishment or operation of Cannabis Storefront Retail:

A. Without a valid use permit as required by this chapter;
B. Without a valid local license required by this chapter;
C. Without a valid State license required under California law; and
D. In violation of any local or State regulations.

17.43H.070 – Denial/Rescission of License:

A. Applicant's application shall be denied or the issuance of a license rescinded if Trinity County becomes aware of any of the following:
   1. The applicant has provided materially false documents or testimony.
   2. The operation as proposed if permitted, would not comply with all applicable laws including but not limited to the Building, Planning, Fire Safe and Health Codes of the County including the provisions of this Chapter and with all applicable laws including zoning and County ordinances.
B. Applicant shall be given a minimum of seven (7) business days to correct any deficiencies prior to the issuance of a denial or rescission.
C. Applicant or Licensee shall have the right to appeal any denials or rescissions as prescribed in Chapter 8.90.130 of Trinity County Code.

17.43H.080 – Inspection, Enforcement and Violations
The Planning Director, or his/her designee, may enter and inspect the location of any Cannabis Storefront Retail business during normal business hours to ensure compliance with this chapter. In addition, law enforcement may enter and inspect the location of any Cannabis business and the recordings and records maintained as required by this chapter.

Each day of operation shall constitute a separate violation of this section. Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Municipal Code. Additionally, any violation of this chapter shall constitute nuisance and violators shall be subject to injunctive relief, revocation of the business's Cannabis Storefront Retail License, disgorgement and payment to Trinity County of any and all monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees and any other relief or remedy available at law or equity. The County may also pursue any and all remedies and actions available and applicable under local and state laws for any violations committed by the cannabis business and persons related or associated with the Cannabis business.

17.43H.090 – Fees
All Cannabis Storefront Retail business operations shall pay applicable fees approved by the Board of Supervisors, which shall include the following:

A. Application Fees. The business applicant shall submit non-refundable one-time fees to cover the cost of processing an application for the commercial Cannabis Retail Storefront use permit and License.
B. License Fees. The Business Owner shall pay license fees ("License Fees"). The amount of the fee shall be set by the Trinity County Board of Supervisors by resolution and be supported by the estimated additional costs of enforcement and monitoring associated with the Cannabis Storefront Retail business operation. The License Fee shall be due and payable prior to opening for business and thereafter on or before the anniversary date, and may be amended from time to time based upon actual costs.

Section III – Amendment of Chapters 17.41 and 17.42 to Comport
Amend the following sections as shown:

17.41.010 – Except as allowed under Chapter 17.43(H), Cannabis Storefront Retail, ~~Notwithstanding any other provision of this code,~~ the establishment, …

17.41.030 – The exclusion of any zoning district from the provisions of this chapter, as specified in 17.41.010 ~~subsection (a)~~, does not …

17.42.010(C) – In recent years, Trinity County has seen a proliferation of ~~large~~ illegal marijuana …

17.42.010(D) – The proliferation of illegal marijuana…

17.42.010(E) – The impact of such illegal cultivation …

17.42.010(F) – In light of the considerable and extensive public comments provided to the planning commission and board of supervisors, received during numerous meetings held over a period of three years, the board of supervisors concludes that the deleterious impacts of illegal marijuana …

17.42.030 – Deleted. ~~The cultivation, harvesting, processing, drying, or assembling of marijuana are expressly declared to be unauthorized land uses in any zoning district of the county. This declaration is considered to be declarative of existing law, as the county zoning code has never expressly or impliedly authorized any such activities in any zoning district, whether as permitted or conditional uses, or under any provision of the code authorizing specific uses (including but not limited to Chapter 17.30B, pertaining to home occupations and cottage industries).~~

17.42.040 – ~~Notwithstanding Section 17.42.030, n~~Neither the county nor …

17.42.050 – Cultivation, harvesting, processing, drying, and assembling of marijuana shall meet the requirements of this chapter only if such activities are undertaken for the personal use ~~of qualified patients. Sale of marijuana in any form, by any means, and for any consideration (e.g., cash, in-kind transfer, exchange of services, barter) is not authorized under this chapter.~~

Section IV – Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The County hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section V – CEQA Compliance

The County finds that adoption of the proposed Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) the common sense exemption, which applies to projects where the activity in question will not result in a significant effect on the environment.

Section VI – Waiver of First Reading

This Ordinance shall be introduced by title and number only and the first reading waived.

Section VII – Effective Date and Publication

This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the ____ day of _____, ____, and passed and enacted this ____ day of _____, _____ 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

_____
DAN FRASIER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

LETTY GARZA
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

_____
Margaret E. Long, County Counsel

TRINITY COUNTY
Item Report 4.1

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Board of Supervisors - District 2	Jill Cox and Liam Gogan	530-623-1217

5.1 Discussion: Ballot Measures for TOT & Sales Tax Increase

Requested Action:

Discuss and/or direct staff to bring forward a Transient Occupancy Tax, Transactions and Use Tax (sales tax), and/or an advisory measure to recommend designation of funds for the November 2022 ballot.

Fiscal Impact:

No fiscal impact.

Summary:

Financial Needs of County
As we are currently in budget development for FY 2022/2023 we are seeing that our revenues are continuing to be stagnate while our expenditures and costs of doing business continue to increase drastically. Interim County Administrative Officer and Department Heads have been diligent in their efforts to cut costs. This has been done in part by deferring maintenance on County properties and equipment and delaying filling needed positions within their offices. Despite these efforts, the cost of business continues to exceed our revenues. Unfortunately, without additional revenue, the following services will likely be recommended to be cut:

- Library
- Reduced Sheriff Patrol
- Animal Shelter
- TOT contribution
- Workers' Compensation for Fire Districts
- Amador Contract – Cal Fire training for local fire departments
- Anticipation of a greater delay in Auditor payments processes if less staff to vendors.

This agenda item is to obtain direction on the Board on two mechanisms to increase revenue within the County: Transient Occupancy Tax and Sales Tax.

Transient Occupancy Tax
This item is coming forward for discussion on increasing the existing Transient Occupancy Tax (TOT) from 5% to 10%.

TOT is levied on the privilege of using a hotel accommodation for a period of 30-days or less. The tax was originally designed to compensate local government for the increased public service costs

incurred by serving local tourists. TOT is currently recognized as a stable source of general fund monies to Counties. To date, there is no cap on the tax rate under the State-enabling legislation applicable to general law Counties; however, any new or increased TOT now requires a vote of the electorate. Cal. Const. art. XIIIC, § 1 subd.(a) and § 2 subd.(b).

The Surrounding areas have TOT as follows:

- Shasta County 10%
- Humboldt County 10%
- Siskiyou County 12%
- City of Redding 12%
- City of Shasta Lake 10%
- City of Anderson 10%
- Del Notre County 10%

An increase of the TOT from 5% to 10% will generate approximately $250,000 per year.

Over the last five complete fiscal years (16/17 through 20/21) we have received $1,124,029.13 in TOT for an average annual amount of $224,805.83. So far in this fiscal year, we have received $300,253.10 in TOT.

- FY 21/22 = $300,253.10
- FY 20/21 = $244,639.24
- FY 19/20 = $255,969.87
- FY 18/19 = $195,562.19
- FY 17/18 = $219,228.49
- FY 16/17 = $208,629.34

If TOT funds are dedicated for a specific use the ballot measure will require a 2/3 vote by the voters in the November 2022 election to pass; however, if they are not designated for a specific purpose they require the standard 50% + 1 to pass.

Sales Tax

A Tax Measure would impose a transactions and use tax, which is a form of sales tax, in the unincorporated areas of Trinity County ("County"). This type of tax is levied on the sale or use of tangible personal property sold at retail with certain limited exceptions. Retailers collect the tax at the time of sale and remit the funds to the California Department of Tax and Fee Administration, which then distributes the tax. The current retail sales and use tax rate in the unincorporated areas of the County is 7.25%, of which the County receives 1%, and the remainder goes to the State.

The following small counties have local sales taxes:

County	State Rate	County Rate	Total Sales Tax
Del Norte	7.25%	0.25%	7.50%
Humboldt	7.25%	0.50%	7.75%
Imperial	7.25%	0.50%	7.75%
Inyo	7.25%	0.50%	7.75%
Mendocino	7.25%	0.625%	7.875%
Nevada	7.25%	0.25%	7.50%
Tulare	7.25%	0.50%	7.75%

There are two types of taxes: general and special.

A general tax requires approval by a simple majority of voters. (A simple majority is 50 percent of voters plus one additional voter.)A general tax is a tax (1) levied by a general-purpose government —city or county—and, (2) expended, at the discretion of the local government's governing body, on any programs or services. All non–property taxes which cities and counties are authorized to levy may be imposed as general taxes.

Special taxes require approval from 2/3 of local voters. A special tax is a tax that meets one of the following conditions:

- ***Special–Purpose District Tax.*** All taxes—other than property taxes for infrastructure bonds—levied by special districts, school districts, and community college districts are special taxes.
- ***Tax Dedicated to a Specific Purpose.*** A city or county tax dedicated to a specific purpose or specific purposes—including a tax for a specific purpose deposited to the agency's general fund—is a special tax. All non–property taxes that cities and counties are authorized to levy may be raised as special taxes.
- ***Tax Levied on Property.*** All taxes levied on property other than the property tax—typically parcel taxes—are special taxes.

If a .75% sales tax passes in Trinity County, it is estimated to bring in approximately $1,100,000 per year.

Over the last five complete fiscal years (16/17 through 20/21) we have received $6,152,692.25 in sales tax revenue, for an average annual amount of $1,230,538.45. So far in this fiscal year, we have received $1,554,339.54.

Sales Tax County received from the current 7.25% (which is 1%)

- FY 21/22 = $1,554,339.54
- FY 20/21 = $1,544,263.74
- FY 19/20 = $1,091,298.70
- FY 18/19 = $1,125,684.17
- FY 17/18 = $1,141,941.33
- FY 16/17 = $1,249,504.31

If the Board wants to move a sales tax forward, the following decisions need to be made before County Counsel can draft the language:

1. Special or general tax;
2. Amount of the sales tax;
3. Expiration or sunset clause;
4. Cap on revenue generated;
5. Whether there will be an advisory oversight committee;
6. If a general tax, should there be an advisory measure also placed on the ballot to direct the spending of the funds (see below).

Advisory Measure

If the Board moves a general tax forward, it can also be accompanied by an advisory measure that provides direction to the Board, and future Boards, as to how the money should be spent.

An advisory question is a type of ballot measure in which citizens vote on a non-binding question. The difference between an advisory vote and any other type of ballot measure, is that the outcome of the advisory question will not result in a new, changed, repealed, or rejected law or constitutional amendment. Rather, advisory questions allow voters to voice their preference and allow the state legislature or local government to gauge public opinion on the issue being presented.

That the priorities of the use of this money can be established. Some examples of areas that the money can be recommended to be used are:

- Law enforcement (including animal shelter)
- Roads
- Economic Development
- Fire suppression
- Library Services
- Veterans Services
- Youth and educational activates
- Parks and Environment

TRINITY COUNTY
Item Report 4.2

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Human Resources	Ryan Roe	(530) 623-1325

5.2 General Unit: Side Letter Agreement; Range Changes (20-011)

Requested Action:

Take the following actions regarding the Maintenance Worker/Custodian and Building & Grounds Maintenance Worker I classifications:

1. Approve a side letter agreement with the General Unit modifying spreadsheet A of the MOU regarding the Maintenance Worker/Custodian and Building & Grounds Maintenance Worker I classifications; and
2. Authorize the Director of Human Resources to modify the alphabetical listing of classifications changing the ranges for Maintenance Worker/Custodian to G168 and Building & Grounds Maintenance Worker I to G172 retroactively effective July 1, 2022.

Fiscal Impact:

No fiscal impact.

Summary:

General Unit Memorandum of Understanding:
The Board approved a General Unit Memorandum of Understanding (MOU) with a five (5) year term on February 4, 2020, which included Spreadsheet A listing each classification and corresponding percentage annual pay increases. These negotiated annual pay increases took into account both the Class and Compensation recommendation as well as meeting the minimum wage increase requirements. Though it was understood that this will create compaction issues within classification series, it has been discovered that the Custodian, Maintenance Worker/Custodian and Building & Grounds Maintenance Worker I classifications are all currently assigned the same salary range of G163. Between the three classifications there is an expectation of progressive requirements, responibilies and duties.

Following are the classifications and ranges being adjusted:
Maintenance Worker/Custdoian moves from G163 to G168
Building & Grounds Maintenance Worker I moves from G163 to G172

The Side Letter Agreement was drafted, reviewed by the bargaining unit membership and the County and is before you today for consideration.

Alphabetical Listing of Classifications:
The Human Resources Director would reflect these salary range changes on the County's Alphabetical Listing of Classifications for Trinity County employees retroactively effective July 1,

2022.

Alternatives Including Financial Implications:

Deny and provide direction to staff.

Departmental Recommendation:

It is staff's recommendation that the board take the following actions regarding the Maintenance Worker/Custodian and Building & Grounds Maintenance Worker I classifications:

1. Approve a side letter agreement with the General Unit modifying spreadsheet A of the MOU regarding the Maintenance Worker/Custodian and Building & Grounds Maintenance Worker I classifications; and
2. Authorize the Director of Human Resources to modify the alphabetical listing of classifications changing the ranges for Maintenance Worker/Custodian to G168 and Building & Grounds Maintenance Worker I to G172 retroactively effective July 1, 2022.

ATTACHMENTS:

Description

Genera Unit MOU & Prior Side Letter Agreements

General Unit Side Letter Agreement

Side Letter of Agreement

County of Trinity
And
Trinity County General Unit, UPEC Local 792

August 17, 2021

The General Unit MOU adopted by the Board of Supervisors on November 19, 2019, contained an Attachment A, which detailed the salary raises from 7-1-2019 through 7-1-2024.

After discovering a true compaction issue between the listed classifications in this agreement, Attachment A is hereby revised as agreed to by the County of Trinity and the Trinity County General Unit, UPEC Local 792. This side letter details a salary adjustment as of July 1, 2021 for the classifications of Administrative Coordinator I and Administrative Coordinator II, and Accounting Technician I within the General Unit.

Administrative Coordinator I shall be placed at a G190 until such time as a new MOU is negotiated.

Administrative Coordinator II shall be placed at a G200 until such time as a new MOU is negotiated.

Accounting Technician I shall be placed at a G175 for FY 21/22 and FY 22/23 and shall increase to a G177 for FY 23/24.

The County of Trinity (County) and Trinity County General Unit (Union) enter into this Side Letter of Agreement and hereby agree to the following:

In order to address General Unit Attachment A, the adjustments referenced above shall be incorporated into the current General Unit MOU by this side letter. These raises shall be effective upon ratification of the MOU, and shall be retroactive to July 1, 2021.

IT IS SO AGREED:

Ron Copeland 8/10/21
Ron Copeland, Date
Lead Negotiator UPEC Local 792

Sophia Meyer 8/10/21
Sophia R. Meyer, Date
Lead Negotiator for County

CONTRACT NUMBER 20-011.1 HR
COUNTY ORIGINAL

Side Letter of Agreement

County of Trinity
And
Trinity County General Unit, UPEC Local 792

April 6, 2020

The General Unit MOU Spreadsheet A adopted by the Board of Supervisors on February 4, 2020, contained errors in that it omitted the classifications of Appraiser I and Appraiser II from the list. The errors have been corrected and the updated General Unit Spreadsheet A is hereby agreed to by the County of Trinity and the Trinity County General Unit, UPEC Local 792.

The County of Trinity (County) and Trinity County General Unit (Union) enter into this Side Letter of Agreement and hereby agree to the following:

General Unit Spreadsheet A, as revised to include the Appraiser I and Appraiser II classifications shall replace the current Spreadsheet A and shall be incorporated into the current General Unit MOU.

See attached
Ron Copeland, Date
Lead Negotiator UPEC Local 792

4/15/2020
Sophia R. Meyer, Date
Lead Negotiator for County

ADOPTED:

4/21/2020
BOBBI CHADWICK, CHAIR Date
of the Board of Supervisors,
County of Trinity, State of California

ATTEST:

4/21/2020
TINA DUONG, Deputy, Clerk of Date
the Board of Supervisors of the
County of Trinity, State of California

Side Letter of Agreement

County of Trinity
And
Trinity County General Unit, UPEC Local 792

April 6, 2020

The General Unit MOU Spreadsheet A adopted by the Board of Supervisors on February 4, 2020, contained errors in that it omitted the classifications of Appraiser I and Appraiser II from the list. The errors have been corrected and the updated General Unit Spreadsheet A is hereby agreed to by the County of Trinity and the Trinity County General Unit, UPEC Local 792.

The County of Trinity (County) and Trinity County General Unit (Union) enter into this Side Letter of Agreement and hereby agree to the following:

General Unit Spreadsheet A, as revised to include the Appraiser I and Appraiser II classifications shall replace the current Spreadsheet A and shall be incorporated into the current General Unit MOU.

Ron Copeland 4/16/20

Ron Copeland, Date
Lead Negotiator UPEC Local 792

Sophia R. Meyer, Date
Lead Negotiator for County

ADOPTED:

BOBBI CHADWICK, CHAIR Date
of the Board of Supervisors,
County of Trinity, State of California

ATTEST:

TINA DUONG, Deputy, Clerk of Date
the Board of Supervisors of the
County of Trinity, State of California

CONTRACT NUMBER
20-011 | HR
COUNTY ORIGINAL

MASTER MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF TRINITY AND THE TRINITY COUNTY GENERAL UNIT

July 1, 2019 through June 30, 2024

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Introductory Clause

The following constitutes a master agreement between the County of Trinity, a political subdivision of the State of California (COUNTY), and the United Public Employees of California (UPEC or UNION) for the Trinity County General Unit (GU), concerning wages, hours and other terms and conditions of employment for the GU, and shall be effective from July 1, 2019 to June 30, 2024.

PREAMBLE

WHEREAS, the COUNTY and UNION, through their respective duly appointed negotiating teams, met and conferred in good faith as defined in Section 3505 of the California Government Code, regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the COUNTY and UNION have, since 1995, endeavored to maintain good faith bargaining relations; and

WHEREAS, the COUNTY and UNION entered into a binding agreement on February 1, 2013, which extended through January 31, 2014; and

WHEREAS, the COUNTY and UNION entered into a binding agreement for the term of March 30, 2017 through July 30, 2018; and

WHEREAS, the COUNTY and UNION last entered into a binding agreement for the term of July 1, 2018 through June 30, 2019; and

WHEREAS, the COUNTY and UNION desire to set forth in this document all terms and conditions of employment for the term of the agreement; and

WHEREAS, the COUNTY and UNION agree that any benefits of this Agreement shall inure to the benefit of employees prospectively and without any retroactive application unless otherwise specified herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

Employer: The term "employer" or "COUNTY" as used herein shall refer to the County of Trinity.

Union: The term "UNION" as used herein shall refer to UPEC, Local 792.

Parties: The term "Parties" as used herein shall refer to the County of Trinity and the Union for the General Unit jointly.

Employee: The term "employee" as used herein shall mean all probationary and

permanent regular part-time, full-time, and full-time/part-time employees in classifications of the unit represented by the UNION. The term "employee" does not include "extra help" employees as that term is defined by County Code.

New Hire: The term "new hire" as used herein shall mean persons who were not previously employed by the County of Trinity for a period of one or more consecutive years, during the five years prior to the date of reemployment.

Recognized Employee Organization: The term "recognized employee organization" as used herein shall mean an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.

Date of Ratification: The Date of Ratification of the Agreement shall be the later date after which a representative of the UNION and COUNTY first affix a signature to the document. (i.e. if UNION member signs on August 2 and COUNTY member signs on August 3, the date of ratification of the agreement shall be August 3.)

The Parties adopt the definition of terms provided by Trinity County Personnel Ordinance, Article II, Definitions, section 2.60.100 as if fully stated herein. Those definitions shall apply when used in this Agreement.

ARTICLE II

RECOGNITION

The COUNTY recognizes UPEC as the "Recognized Employee Organization" as defined in California Government Code section 3501(b) for the bargaining unit consisting of the classifications as listed in Exhibit A:

ARTICLE III

RIGHTS OF PARTIES

Section 1 - COUNTY Rights

The rights of the COUNTY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action, relieve its employees from duty because of lack of work, or for other legitimate reasons, to maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the specifications of job

classifications; take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2 - Employee Rights

Employees of the COUNTY shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the COUNTY also shall have the right to refuse to join and participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the COUNTY. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the COUNTY or by any employee organization, because of his/her exercise of these rights.

Employees who are members of the UNION may terminate membership only after six months of enrollment. Termination may be effective only in the first week of January and July of each year, while employed by the COUNTY.

Section 3 - Union Rights

The UNION shall have the following rights and responsibilities:

A. Reasonable advance written notice of any COUNTY ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Trinity County Board of Supervisors.

B. Reasonable use of designated COUNTY bulletin boards at COUNTY work facilities.

C. The COUNTY shall deduct dues and/or fees from employee's payroll warrants as certified by the UNION. Employees will be directed to the UNION for enrollment or withdrawal/cancellation of such dues and/or fees. The UNION shall indemnify the COUNTY for any claims made by an employee for deductions made in reliance on the UNION's certification. On an annual basis, before June 30 of each year, the UNION shall provide to the COUNTY a certified list of those for whom deductions should be made and the amounts of the deductions. The UNION shall also provide email notifications regarding certified changes in membership during the year as necessary.

D. The right to represent its members before the Board of Supervisors or its authorized representatives with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or COUNTY laws and regulations.

E. The use of COUNTY facilities for UNION activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

F. The right to obtain copies of meeting agendas of the Board of Supervisors at a reasonable cost.

G. Reasonable access to employee work locations for officers of the UNION and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

H. There shall be no discrimination because of race, creed, color, national origin, gender, or sexual orientation or any other legally protected characteristics, of any UNION activities allowed by law, against any employee by the COUNTY or anyone employed by the COUNTY; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age.

I. Employee representatives of the UNION are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. This shall not be construed to entitle employees to have time off to act as a representative or steward in any discipline or grievance proceedings.

J. COUNTY shall recognize three (3) Stewards and shall provide release time for Stewards to meet with management when representing an employee. COUNTY shall not provide release time for Steward Meetings.

K. COUNTY shall distribute new member packets provided by General Unit during new employee orientations.

L. It is acknowledged that nothing contained in this agreement is a waiver by the UNION of its right to meet and confer on any proposed changes by the COUNTY of any matter(s) within the scope of representation, including but not limited to, wages, hours, and other terms and conditions of employment.

M. Indemnity and Hold Harmless: UPEC 792 fully indemnifies and holds harmless and agrees to defend the COUNTY, its officers, agents and employees acting on behalf of the COUNTY against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the COUNTY under provisions of this Article.

ARTICLE IV

COMPENSATION AND BENEFITS

Section 1 - Incorporation of General Provisions of Trinity COUNTY Code

Except as to terms expressly provided herein, all the provisions of Article III of Chapter

2.60 of the Trinity COUNTY Code are hereby incorporated by reference.

Section 2 - Salary

A. Salary Increases:

Commencing July 1, 2019, and on July 1 of each year of the agreement COUNTY shall increase employees' salaries as indicated on the attached spreadsheet A.

B. The provisions for salary set forth in this section shall remain in effect until June 30, 2024. The salary in effect on June 30, 2024, shall continue in effect without any increases after that date until modified by an amendment to this Agreement reached in compliance with Section 3505 of the California Government Code. County may increase salaries above the levels in the agreement after notice and discussion with the Union for recruitment, retention, or other operational reasons.

C. COUNTY and UNION agree to meet and confer regarding implementation of the additional 15% of the classification and compensation study for those classifications who received 65% implementation on Spreadsheet A. This provision will only be triggered when additional general fund monies become available to the COUNTY through ballot measures, special taxes, or other means.

D. COUNTY may increase salaries above the levels in the agreement after notice and discussion with the UNION for recruitment, retention, or other operational reasons.

Section 3 – C.O.L.A.

All employee classifications shall receive a 1.5% Cost of Living Adjustment (C.O.L.A.) on July 1, 2022, and a 1.5% C.O.L.A. on July 1, 2023.

No other C.O.L.A.'s shall be authorized during the term of this agreement.

Section 4 - Establishment of Bi-Weekly Payroll

COUNTY and UNION may meet and confer regarding a Bi-Weekly payroll during the term of this agreement.

Section 5 - Medical and Life Insurance

A. Employee Medical Insurance

Commencing with the January 2020 premiums, COUNTY shall pay 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium. Said premium to commence on the 1st of the month following the month of employment for each employee. COUNTY may change medical insurance programs during the term of this contract, and shall pay the premium for employee medical insurance with comparable coverage to PERS Choice upon change in policies. The bundled premium is the total premium of employee only PERS Choice medical insurance, plus employee only vision insurance and plus family dental insurance.

Employees recognize herein that Medical deductions are made a month in advance and Vision/Dental deductions are made in the month for which the premium applies.

All retirees and any employee hired prior to the date of ratification of this Agreement shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium or other equivalent plan adopted prior to retirement. Employees hired after the date of ratification of this Agreement shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution towards any elected plan adopted prior to retirement.

Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partner's insurance as a dependent, and the County will make a contribution to the dependent coverage that is equal to 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium, but in no event shall the total County contribution be greater than $850.00 per spouse.

After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss the potential of offering a 401(a) plan to the employees hired after the date of ratification of the Agreement. This reopener does not apply to any other provision of this Agreement.

B. Retiree Medical Insurance

All retirees, retired or hired prior to the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium. Employees hired after the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution.

For covered employees hired on or prior to ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

(1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;

(2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and

(3) The County will concurrently reimburse the retiree the PERS Choice employee only rate, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

For covered employees hired after ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

(1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and

(2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

C. The provisions in subsection (B) shall only take effect if ALL Trinity County Bargaining Units agree to these provisions being implemented. In addition, COUNTY shall provide notice of the proposed changes to CalPERS by November 1st in the year preceding the proposed change.

D. Employee Life Insurance, Vision and Dental Coverage:

COUNTY shall pay the entire premium for employees' life insurance with $25,000 coverage. Employee only VSP vision insurance coverage and family dental insurance coverage with Delta Dental premiums shall commence on the 1st of the month after each employee has completed six (6) months of employment. COUNTY may change insurance providers during the term of this agreement provided the benefits provided are equal to those currently in effect.

E. Opt-Out Provision (Cash-in-Lieu)

Commencing July 1, 2019 and continuing through June 30, 2024, any employee hired prior to the Date of Ratification of this MOU, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account, flexible benefit plan or as a cash payment of not more than seven hundred dollars ($700.00). Cash payments shall be reduced by applicable payroll deductions.

Commencing July 1, 2024, any employee hired prior to the Date of Ratification of this MOU, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account of not more than seven hundred dollars ($700.00).

Employees hired after the Date of Ratification of this MOU, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash payment opt-out options above.

Any eligible employee who elects to opt-out of County medical insurance shall provide proof of insurance showing the coverage period to the County on an annual basis and/or when requested.

F. Total County Medical Contribution Cap

Notwithstanding the foregoing, COUNTY contributions for medical, dental, and vision insurance shall be capped at a total cost to COUNTY of $850.00 per month. Employees shall be responsible for any future increases in medical, dental or vision insurance costs above the $850.00 cap, except that, upon retirement, employees hired prior to ratification of this Agreement shall be entitled to PERS Choice employee only full medical benefits, as stated in Article IV, section 5, subsections (A) and (B).

Section 6 — Flexible Benefit Plan

COUNTY shall provide a flexible benefit plan for each employee. It is the intent of the parties that the plan conforms with the requirements of Section 125 of the Internal Revenue Code and regulations issued pursuant thereto. A copy may be obtained from COUNTY Personnel Department and is incorporated herein by reference.

Section 7 — Retirement Plans and Contributions

A. The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the COUNTY's primary plan for the employees. The COUNTY shall provide retirement through the Public Employee's Retirement System (PERS) for current employees using PERS formula 2.5% @ 55. Employees shall pay the entire employee contribution commencing July 1, 2015.

B. All new hires, unless exempted under the Public Employee's Pension Reform Act of 2013 shall be employed under the formula for miscellaneous employees, 2.0% at 62.

C. COUNTY shall implement Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit under conditions mandated by CalPERS.

D. The Laborers International Union of North America (LIUNA) Industrial Pension Plan is designated as the supplemental plan and shall not impact any employee's CalPERS benefits.

1) In the event an employee's combined benefits exceed the IRS Section 415 limits, benefits under the LIUNA Supplemental Plan shall be reduced, but not below zero, to the extent necessary to satisfy section 415, before adjustments to benefits under CalPERS are made.

2) The COUNTY shall make contributions to the LIUNA Industrial Pension Fund in the amount of $0.17 per hour for each full-time employee commencing with date of employment. Part-time employees shall receive a prorated amount to be reported to the Fund in such manner stipulated by the Fund to keep the hourly pension benefit amount identical as that for full-time employees. An exception to the foregoing shall be full time employees regularly assigned to a 12-hour scheduled (three 12 hour shifts per week) who shall be considered full time. All full-time employees shall receive a $0.17 per hour contribution for FY 19-20, and $0.19 per hour for FY 20-21 and beyond respectively. Contributions shall be made only for regular employees, not for extra help, or similar positions. During the term of this agreement, the COUNTY reserves the right to increase the COUNTY contribution based on LIUNA requirements.

3) In the event that the contributions required by LIUNA to the plan exceed the amount of the contributions required to be paid by the COUNTY under this MOU, the UNION and UPEC shall save and hold harmless the COUNTY from all claims and demands of LIUNA from said demands

excess of the amount required under this MOU, and shall defend any action and pay all attorney's fees required in defense of any claims or action arising out of said demand for additional sums.

4) It is further agreed that all obligations to make payments to LIUNA above the current COUNTY contributions shall be borne by employees, including payments as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election of "preferred" benefits under the current Rehabilitation Plan or any other reason. However, COUNTY shall increase its obligation as defined in Section 5. Funded contributions may be made to a pension plan pretax, provided such contribution is permitted under the law and that it is at no cost to the COUNTY other than normal payroll processing costs. A letter ruling from the IRS or similar documentation satisfactory to the COUNTY shall be provided by the Association before pretax contributions shall be made.

5) COUNTY shall elect the "preferred" payment option, if available, and COUNTY shall increase COUNTY contributions not to exceed one-half (50%) of the additional payment obligation under the "preferred" rehabilitation plan.

6) Parties agree to construct a "side letter" amendment to this Agreement if needed to comply with the Pension Plan requirements.

7) After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss removal of the indemnification clauses under this section only.

Section 8 - Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining Hours

A. Employees who were employed by the COUNTY as of March 19, 1996, and who have a minimum of ten (10) years of continuous service at the time of separation in good standing from COUNTY employment, shall have the option to be compensated for unused sick hours up to a maximum of 50% of 960 hours and conversion of any remaining hours to PERS retirement; or to convert all unused sick hours to PERS retirement; or any combination thereof.

B. Employees hired after March 19, 1996, shall not have the option of sick leave payoff, but, along with all other current employees, shall have the option of converting all available sick leave hours at the time of retirement from COUNTY service to PERS retirement credit in accordance with Section 29862.8 of the Cal PERS Credit for Unused sick Leave.

Section 9 - Reimbursement for Tuition

With prior approval by the Department Head and Human Resources Director, and subsequent to satisfactory completion of a course relating to management or the employee's department, the Employee may submit a claim for reimbursement of tuition and instructional materials. Said reimbursement shall not exceed five hundred dollars ($500.00) per employee per fiscal year. In the event the approved course is scheduled during the employees' regular work

hours, the Department Head may recommend release time for the class provided that, in the Department Head's view, the time off does not unreasonably impact the discharge of the department's duties, functions and/or activities.

Section 10 — Y-Rates

Employees occupying certain classifications may have been, or will be during the term of this Agreement, Y-rated. Employees designated for Y-rating shall be given no salary increases in any form including cost of living adjustments until such time as the Y-rates are removed through adjustment to the compensation plan.

Section 11 — Call Back Minimum

Employees who are called back to work at a time they are not scheduled to work shall receive a two (2) hour minimum. The two (2) hour minimum shall not be applicable in the case of an employee called back to work less than two (2) hours from the beginning of the employee's regularly scheduled shift and the time the employee was called out, the employee shall be provided compensation from that time the employee was called out and the beginning of the regular work shift. Compensation for the call back after a shift has been completed shall only take place when an employee is called back after substantially having left the work site.

Section 12— Shift Differential

A. Swing Shifts. Employees who work second (evening) shifts shall receive an additional twenty-five cents ($.25) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 4:00 p.m. and prior to 12:00 midnight.

B. Night Shifts. Employees who work third (night) shifts shall receive an additional fifty cents ($.50) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 12:00 midnight and prior to 8:00 a.m.

Section 13 — Standby/On-Call Compensation

The following designated classes shall be eligible for on-call compensation: Transportation Aide, Transportation Aide/Custodian, Mental Health Clinician I, II, III, Social Worker I, II, III, Behavioral Health Services Case Manager I, II, Transit Driver and Substance Abuse Specialist I, II, III. Standby/On-Call pay for said designated classes shall be Two Dollars and Fifty Cents ($2.50) per hour on an hour for hour basis.

ARTICLE V

LEAVE

Section 1 — General Provisions

Except as expressly provided herein, the provisions of Article IX, Chapter 2.60 of the Trinity County Code are incorporated by reference.

Section 2 - Compensatory Time

The compensatory time carry-over as provided in the Trinity County Code Chapter 2.60, Article IX, Section 5.80, subsection E, shall be 80 hours from one fiscal year to the next, provided the authorization is received as set forth in the Trinity County Code.

Section 3 - Holiday Leave

To earn holiday pay an employee must work the day before and the day after, if scheduled, unless on pre-approved vacation, using pre-approved compensatory time or using sick leave (the Department Head may deny sick pay pending proof of illness).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection A, shall include December 24 (Christmas Eve).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection B, shall be modified as follows:

When a holiday as defined in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday as defined in this section falls on a Sunday, the following Monday shall be observed as a holiday.

When December 24 falls on a Friday it shall be observed on the preceding Thursday.

When December 24 falls on a Sunday it shall be observed on the preceding Friday.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1 -Incorporation of County Code

Unless expressly provided herein, all the provisions of Article 1 of chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 — Effect of Sick Leave. Vacation Time and Compensatory Time on Overtime

Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an employee has actually worked 40 hours in a workweek. Vacation time, personal leave, compensatory time taken, holiday time, and/or sick leave will not count toward the overtime calculation. The exception to this section is a General Unit employee asked to work beyond the end of his scheduled shift or called back from a scheduled day off or approved leave, with Department Head approval, will receive time and a half for the day called back or for the hours worked beyond the end of his scheduled shift.

ARTICLE VII

RECRUITMENT. APPLICATION AND SELECTION FOR EMPLOYMENT

Section 1 — Incorporation of County Code

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 – AB 119 Compliance

A. New Employee Orientation

This section shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is the exclusively recognized employee organization.

New employee orientation shall occur within thirty (30) days of an employee's hire. The Union will be provided not less than ten (10) calendar days' notice in advance of the time, date and location of the orientation. The Union will be given up to thirty (30) minutes as part of the orientation to present Union membership information.

Attendance of the new employee at the Union portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so, including reasonable travel time if needed.

B. Information Provided to Union

The Employer will provide the Union a digital file via email to the email address designated by the Union containing the following information:

- Name.
- Job title.
- Department.
- Work location.
- Work, home and personal cellular telephone numbers.
- Personal email addresses on file with the Employer.
- Home address.

Such information will be provided as follows:

1. For new hires:
   - Within thirty (30) days of the date of hire.

2. Regularly, for all bargaining unit employees:

- Quarterly effective October 1, 2017.

Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the Employer (copy to the Union) to direct the Employer to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date.

ARTICLE VIII

DISCIPLINARY AND GRIEVANCE PROCEDURES

Except as provided in Government code section 3300 through 3311, all provisions of Article X, section 2.60.610 through 2.60.620 of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

An employee shall, with prior approval from their Department Head, be allowed a reasonable amount of time, as determined by their Department Head, to prepare a grievance or disciplinary appeal.

ARTICLE IX

GENERAL PROVISIONS

Section 1 – No Strike Clause

UNION agrees that under no circumstances will UNION recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the UNION take part in, any strike, sit-down, stay-in, sick-out, slow-down, nor to picket in such a manner as to block the entrances to COUNTY buildings, nor to picket with signs dealing with matters agreed to in the current Memorandum of Understanding in any office or department of the Employer, nor to curtail any operation of the COUNTY during the period in which the Parties are meeting and conferring on a successive Memorandum of Understanding, until such time as impasse has been declared and mediation attempts have failed (hereinafter referred to as work stoppage). In the event of any work stoppage, during the term of this Agreement or prior to the declaration of impasse and the failure of mediation attempts, by any member of the UNION, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

Section 2 – Violation of Work Stoppage Provision

In the event of any work stoppage during the term of this Memorandum of Understanding whether by the UNION or by any member of the UNION, the UNION, or by its officers, shall immediately declare in writing and publicize to the membership that such work stoppage is a violation of the Memorandum of Understanding and unauthorized, and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the employer. In the event of any work stoppage which the UNION has not authorized, permitted or encouraged, UNION shall not be liable for any damages caused by the violation of this provision.

Section 3 – Per Diem Rates

Per Diem shall be granted in accordance with Trinity County Code Section 2.60, Article XII – Travel Policy.

Section 2.60.770(C) – Travel Reimbursement shall read as follows:

Meal & Incidentals Reimbursement

1. In order to be eligible for breakfast reimbursement, an employee must leave at least two hours before their regular work time. In order to be eligible for dinner reimbursement, an employee must arrive at their worksite or home at least two hours after their regular work time. An employee eligible for two or three meals on the same day may claim reimbursement for the combined total of each eligible meal (fifty or sixty-five dollars) regardless of the actual number of meals eaten. However, employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee.
2. Meal reimbursements for overnight travel in excess of 24 hours shall be at $50.00 per day for travel within the following counties:

Alpine	Lake	Shasta
Amador	Lassen	Solano
Butte	Madera	Stanislaus
Calaveras	Merced	Sutter
Colusa	Modoc	Tehama
Del Norte	Plumas	Trinity
El Dorado	San Benito	Tuolumne
Glenn	Sierra	Yuba
Imperial	Siskiyou	

3. Meal reimbursements for overnight travel in excess of 24 hours shall be at $65.00 per day for travel within the following counties:

Alameda	Contra Costa	Fresno

Humboldt	Napa	San Luis Obispo
Inyo	Nevada	San Mateo
Kern	Orange	Santa Barbara
Kings	Placer	Santa Clara
Los Angeles	Riverside	Santa Cruz
Marin	Sacramento	Sonoma
Mariposa	San Bernardino	Tulare
Mendocino	San Diego	Ventura
Mono	San Francisco	Yolo
Monterey	San Joaquin	

Per-diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties".

4. Meal reimbursement shall be at $65.00 per day for overnight travel outside of the State of California.
5. Employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee (Continental Breakfasts not included). If an employee needs to deduct a meal amount, first determine the location where you will be working on official travel. Find the corresponding amount on the first column of the table (M&IE Total) and then look across that row for each specific meal deduction amount.

Total	Breakfast	Lunch	Dinner
$50.00	$12.00	$15.00	$23.00
$65.00	$15.00	$20.00	$30.00

All other provisions of Section 2.60.770 not in conflict with the language of this MOU shall remain unchanged.

The parties agree to continue to discuss modifications of this Section as the need arises.

Section 4 – Entire Agreement

This is the entire agreement between the parties and sets forth all terms and conditions relating to the respective rights of the parties and supersedes all prior agreements.

Section 5 - Savings Clause

If any Item or Section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Items and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Item or Section, the COUNTY and the UNION agree to meet within thirty (30) days for the purpose of renegotiating said Item or Section.

Section 6 - Amendments

The parties may mutually agree to meet and confer on any subject at any time. Any amendment or modification to this Agreement shall be in writing and shall not be effective unless and until signed by the authorized representatives of the parties to this Memorandum.

The parties are not required to meet and confer on any changes to exhibits and appendices which changes are not covered by the Myers Milias-Brown Act.

Section 7 - Compliance with Memorandum

In the event of any violation of the terms of this memorandum, responsible and authorized representatives of the UNION or the employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such un-authorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the UNION shall enforce the terms of this Memorandum on the part of its members.

Section 8 — Incorporation of County Code

Except as to terms expressly provided herein, all the provisions of articles I through XV of Chapter 2.60 of the Trinity County Code are herein incorporated by reference.

Section 9 – Classification Study

If on the date of ratification of this MOU, classification changes have not been approved by the UNION and COUNTY, the COUNTY and UNION agree to meet and confer to discuss classification changes as recommended by Koff and Associates and further agree that these classification changes should not delay implementation of the other terms of this MOU as have been agreed to herein.

Section 10 – Removal of Classifications

The COUNTY and UNION have agreed to remove the classifications of Child Support Assistant I/II/III, Child Support Special Programs Coordinator, Child Support Specialist I/II/III, Lactation Specialist and Lactation Aide from the classification list. The parties further agree that if any of

these positions are ever reestablished, they shall be automatically reenrolled in the General Unit for purposes of UNION representation.

Section 11 – Signature Clause

COUNTY OF TRINITY

2/26/2020

Sophia R. Meyer, Date
Deputy County Counsel
County Negotiator

2/18/20

Shelly Nelson, Date
Director of HR
County Negotiator

Approved as to form and legal effect.

Margaret E. Long
County Counsel

ADOPTED:

2/4/2020

BOBBI CHADWICK, CHAIR
Date of the Board of Supervisors,
County of Trinity, State of California

ATTEST:

2/4/2020

TINA DUONG, Deputy, Clerk of Date
the Board of Supervisors of the County of Trinity

UNITED PUBLIC EMPLOYEES OF CALIFORNIA, LOCAL 792 – TRINITY COUNTY GENERAL UNIT

Ron Copeland 2/27/20
Ron Copeland Date
Union Negotiator

Chelsey Jones 3-9-20
Chelsey Jones Date
Union Bargaining Team Member

Rebecca Barber 3-9-20
Rebecca Barber Date
Union Bargaining Team Member

2/24/20
Amanda Braxton Date
Union Bargaining Team Member

Rebecca Barber for Robert "Bobby" Rapinac Jr. 3-9-20
Bobby Rapinac, Jr. Date
Union Bargaining Team Member

Yoni Desmond 2/19/2020
Yoni Desmond Date
Union Bargaining Team Member

Wendy Cloud 2/21/20
Wendy Cloud Date
Union Bargaining Team Member

Laura M Lyons 2/19/2020
Laura Lyons Date
Union Bargaining Team Member

EXHIBIT A
RECOGNITION — GENERAL UNIT

Title
Account Clerk I
Account Clerk II
Accountant I
Accountant II
Accounting Benefits Technician
Accounting Technician I
Accounting Technician II
Accounting Technician, Senior
Administrative Clerk I
Administrative Clerk II
Administrative Clerk, Senior
Administrative Coordinator I
Administrative Coordinator II
Agricultural Biologist I
Agricultural Biologist II
Agricultural Field Aide
Agricultural Program Associate I
Agricultural Program Associate II
Animal Care Attendant
Appraiser I
Appraiser II
Assessment Technician I
Assessment Technician II
Assistant Planner
Associate Planner
Behavioral Health Administrative Specialist
Behavioral Health Case Manager I
Behavioral Health Case Manager II
Building Inspector I
Building inspector II
Buildings & Grounds Lead Worker
Buildings & Grounds Maintenance Worker I
Buildings & Grounds Maintenance Worker II
Code Compliance Specialist I
Code Compliance Specialist II
Code Compliance Specialist Lead Worker
Community Health Nurse I
Community Health Nurse II
Community Mental Health Nurse I
Custodian
Custodian/Office Maintenance Worker

Deputy Clerk Recorder I
Deputy Clerk Recorder II
Deputy Clerk Recorder III
Eligibility Specialist Trainee
Eligibility Specialist I
Eligibility Specialist II
Eligibility Specialist III
Employment and Training Worker I
Employment and Training Worker II
Employment and Training Worker III
Environmental Health Specialist I
Environmental Health Specialist II
Facilities Operations Supervisor
Gate Attendant I
Gate Attendant II
Health Education Specialist I
Health Education Specialist II
Human Services Fraud Investigator I
Human Services Fraud Investigator II
Jail Cook
Legal Secretary I
Legal Secretary II
Library Assistant I
Library Assistant II
Library Assistant III
Maintenance Worker/Custodian
Medical Records Coordinator I
Mental Health Clinician I
Mental Health Clinician II
Mental Health Clinician III
Peer Specialist
Property Room Technician I
Public Health Analyst I
Public Health Analyst II
Public Health Nurse I
Public Health Nurse II
Public Health Nurse III
Revenue Recovery Officer I
Revenue Recovery Officer II
Revenue Recovery Officer, Senior
Sheriff's Records Technician I
Sheriff's Records Technician II
Sheriff's Records Technician III
Social Services Aide
Social Worker I
Social Worker II

Social Worker III
Social Worker IV
Solid Waste Equipment Operator Driver I
Solid Waste Equipment Operator Driver II
Solid Waste Equipment Operator Driver III
Solid Waste Technician I
Staff Services Analyst I
Staff Services Analyst II
Substance Abuse Specialist I
Substance Abuse Specialist II
Substance Abuse Specialist III
Transit Coordinator
Transit Driver
Transportation Aide
Transportation Aide/Custodian
Transportation Coordinator
Vehicle Abatement Officer
Victim Witness Advocate I
Victim Witness Advocate II
Victim Witness Coordinator
Vocational Assistant
Vocational Trainee
WIC Nutrition Assistant I
WIC Nutrition Assistant II
WIC Program Coordinator
Work Crew Leader

General Unit Spreadsheet A												
		Current			7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	C&C Implementation		
Title		Salary Schedule	A Step	Hourly Rate	% Increase	% Increase	% Increase	% Increase	% Increase	C&C +/-	80%	65%
Account Clerk	I	G140	$ 2,073.84	$ 11.96	9%	7%	7%	0%	0%	-14.1%	-11.3%	-9.2%
Account Clerk	II	G152	$ 2,336.85	$ 13.48	7%	7%	7%	0%	0%	-14.1%	-11.3%	-9.2%
Accountant	I	G191	$ 3,444.88	$ 19.87	2%	2%	2%	3%	3%	-18.9%	-15.1%	-12.3%
Accountant	II	G201	$ 3,805.30	$ 21.95	2%	2%	2%	3%	3%	-18.9%	-15.1%	-12.3%
Accounting Benefits Technician		G177	$ 2,996.88	$ 17.28	2%	2%	2%	3%	3%	-18.9%	-15.1%	-12.3%
Accounting Technician	I	G167	$ 2,713.04	$ 15.65	2%	2%	2%	2%	2%	-14.8%	-11.8%	-9.6%
Accounting Technician	II	G177	$ 2,996.88	$ 17.28	2%	2%	2%	2%	2%	-14.8%	-11.8%	-9.6%
Accounting Technician	Senior	G187	$ 3,310.46	$ 19.09	2%	2%	2%	2%	2%	-14.8%	-11.8%	-9.6%
Administrative Clerk	I	G137	$ 2,012.84	$ 11.61	12%	7%	7%	0%	0%	-9.4%	-7.5%	-6.1%
Administrative Clerk	II	G147	$ 2,223.44	$ 12.82	12%	7%	7%	0%	0%	-9.4%	-7.5%	-6.1%
Administrative Clerk	Senior	G157	$ 2,456.07	$ 14.16	12%	7%	7%	0%	0%	-9.4%	-7.5%	-6.1%
Administrative Coordinator	I	G164	$ 2,633.24	$ 15.19	2%	2%	2%	0%	0%	-9.4%	-7.5%	-6.1%
Administrative Coordinator	II	G174	$ 2,908.75	$ 16.78	2%	2%	2%	0%	0%	-9.4%	-7.5%	-6.1%
Agricultural Biologist	I	G201	$ 3,805.30	$ 21.95	2%	1%	0%	0%	0%	5.1%	4.1%	3.3%
Agricultural Biologist	II	G211	$ 4,203.42	$ 24.25	2%	1%	0%	0%	0%	5.1%	4.1%	3.3%
Agricultural Field Aide		G169	$ 2,767.57	$ 15.96	2%	1%	0%	0%	0%	5.1%	4.1%	3.3%
Agricultural Program Associate	I	G177	$ 2,996.88	$ 17.28	2%	1%	0%	0%	0%	5.1%	4.1%	3.3%
Agricultural Program Associate	II	G187	$ 3,310.46	$ 19.09	2%	1%	0%	0%	0%	5.1%	4.1%	3.3%
Animal Care Attendant		G142	$ 2,115.52	$ 12.20	7%	7%	7%	0%	0%	-25.9%	-20.7%	-16.8%
Appraiser	I	G187	$ 3,310.46	$ 19.09	3%	2%	2%	2%	2%	16.4%	13.1%	10.7%
Appraiser	II	G196	$ 3,620.60	$ 20.88	3%	2%	2%	2%	2%	16.4%	13.1%	10.7%
Assessment Technician	I	G152	$ 2,336.85	$ 13.48	0%	4%	7%	0%	0%			
Assessment Technician	II	G162	$ 2,581.37	$ 14.89	0%	4%	7%	0%	0%			
Assistant Planner		G196	$ 3,620.60	$ 20.88	3%	2%	2%	2%	0%	-13.3%	-10.6%	-8.6%
Associate Planner		G206	$ 3,999.39	$ 23.07	3%	3%	3%	3%	3%	-22.5%	-18.0%	-14.6%
Behavioral Health Administrative Specialist		G177	$ 2,996.88	$ 17.28	2%	2%	2%	2%	0%	-9.4%	-7.5%	-6.1%
Behavioral Health Case Manager	I	G187	$ 3,310.46	$ 19.09	1%	0%	0%	0%	0%	-0.90%	-0.7%	-0.6%
Behavioral Health Case Manager	II	G196	$ 3,620.60	$ 20.88	1%	0%	0%	0%	0%	-0.90%	-0.7%	-0.6%
Building Inspector	I	G187	$ 3,310.46	$ 19.09	2%	2%	2%	1%	1%	-12.0%	-9.6%	-7.8%
Building Inspector	II	G196	$ 3,620.60	$ 20.88	2%	2%	2%	1%	1%	-12.0%	-9.6%	-7.8%
Buildings & Grounds Lead Worker		G174	$ 2,908.75	$ 16.78	2%	2%	3%	3%	3%	-16.0%	-12.8%	-10.4%
Buildings & Grounds Maintenance Worker	I	G150	$ 2,290.81	$ 13.21	3%	3%	7%	0%	0%	-16.0%	-12.8%	-10.4%
Buildings & Grounds Maintenance Worker	II	G164	$ 2,633.24	$ 15.19	2%	2%	3%	3%	3%	-16.0%	-12.8%	-10.4%
Code Compliance Specialist	I	G196	$ 3,620.60	$ 20.89	2%	2%	2%	2%	0%	-12.0%	-9.6%	-7.8%
Code Compliance Specialist	II	G206	$ 3,999.39	$ 23.07	2%	2%	2%	2%	0%	-12.0%	-9.6%	-7.8%
Code Compliance Specialist	Lead	G211	$ 4,203.42	$ 24.25	2%	2%	2%	2%	0%	-12.0%	-9.6%	-7.8%
Community Health Nurse	I	G213	$ 4,287.90	$ 24.73	2%	2%	2%	3%	3%	-18.1%	-14.5%	-11.8%
Community Health Nurse	II	G223	$ 4,736.51	$ 27.32	2%	2%	2%	3%	3%	-18.1%	-14.5%	-11.8%

Title		Salary Schedule	A Step	Hourly Rate	7/1/2019 % Increase	7/1/2020 % Increase	7/1/2021 % Increase	7/1/2022 % Increase	7/1/2023 % Increase	C&C +/-	80%	65%
Community Mental Health Nurse	I	G213	$ 4,287.90	$ 24.73	3%	3%	3%	4%	4%	-21.0%	-16.8%	-13.7%
Community Mental Health Nurse	II	G223	$ 4,736.51	$ 27.32	3%	3%	3%	4%	4%	-21.0%	-16.8%	-13.7%
Custodian		G140	$ 2,073.84	$ 11.96	9%	7%	7%	0%	0%	-25.5%	-20.4%	-16.6%
Custodian/Office Maintenance Worker		G145	$ 2,179.61	$ 12.57	9%	7%	7%	0%	0%	-25.5%	-20.4%	-16.6%
Deputy Clerk Recorder	I	G145	$ 2,179.61	$ 12.57	9%	2%	7%	0%	0%	-9.4%	-7.5%	-6.11%
Deputy Clerk Recorder	II	G155	$ 2,407.68	$ 13.89	9%	2%	7%	0%	0%	-9.4%	-7.5%	-6.11%
Deputy Clerk Recorder	III	G164	$ 2,633.24	$ 15.19	10%	2%	7%	0%	0%	-9.4%	-7.5%	-6.11%
Eligibility Specialist	Trainee	G155	$2,407.68	$13.89	5%	4%	2%	1%	2%	-17.3%	-13.8%	-11.25%
Eligibility Specialist	I	G160	$2,530.51	$14.60	5%	4%	2%	1%	2%	-17.3%	-13.8%	-11.2%
Eligibility Specialist	II	G170	$2,795.26	$16.13	5%	4%	2%	1%	2%	-17.3%	-13.8%	-11.2%
Eligibility Specialist	III	G180	$ 3,087.71	$17.81	5%	4%	2%	1%	2%	-17.3%	-13.8%	-11.2%
Employment and Training Worker	I	G164	$ 2,633.24	$ 15.19	3%	3%	3%	2%	2%	-15.9%	-12.7%	-10.3%
Employment and Training Worker	II	G174	$ 2,908.75	$ 16.78	3%	3%	3%	2%	2%	-15.9%	-12.7%	-10.3%
Employment and Training Worker	III	G184	$ 3,213.07	$ 18.53	3%	3%	3%	2%	2%	-15.9%	-12.7%	-10.3%
Environmental Health Specialist	I	G201	$ 3,805.30	$ 21.95	3%	3%	2%	2%	2%	-18.7%	-15.0%	-12.2%
Environmental Health Specialist	II	G211	$ 4,203.42	$ 24.25	3%	3%	2%	2%	2%	-18.7%	-15.0%	-12.2%
Facilities Operations Supervisor		G189	$ 3,377.00	$ 19.48	4%	4%	4%	4%	1%	-25.5%	-20.4%	-16.6%
Gate Attendant	I	G140	$ 2,073.84	$ 11.96	9%	7%	7%	0%	0%	-28.4%	-22.7%	-18.5%
Gate Attendant	II	G145	$ 2,179.61	$ 12.57	9%	7%	7%	0%	0%	-28.4%	-22.7%	-18.5%
Human Services Fraud Investigator	I	G191	$ 3,444.88	$ 19.87								
Human Services Fraud Investigator	II	G201	$ 3,805.30	$ 21.95								
Jail Cook		G140	$ 2,073.84	$ 11.96	9%	8%	7%	0%	0%	-33.7%	-27.0%	-21.9%
Legal Secretary	I	G162	$ 2,581.37	$ 14.89	2%	2%	2%	2%	2%	-15.1%	-12.1%	-9.8%
Legal Secretary	II	G172	$ 2,851.44	$ 16.45	2%	2%	2%	2%	2%	-15.1%	-12.1%	-9.8%
Library Assistant	I	G137	$ 2,012.84	$ 11.61	12%	7%	7%	0%	0%	-21.4%	-17.1%	-13.9%
Library Assistant	II	G147	$ 2,223.44	$ 12.82	12%	7%	7%	0%	0%	-21.4%	-17.1%	-13.9%
Library Assistant	III	G157	$ 2,456.07	$ 14.16	12%	7%	7%	0%	0%	-21.4%	-17.1%	-13.9%
Maintenance Worker/Custodian		G145	$ 2,179.61	$ 12.57	4%	7%	7%	0%	0%	-16.0%	-12.8%	-10.4%
Medical Records Coordinator		G187	$ 3,310.46	$ 19.09	2%	2%	2%	2%	0%	-9.4%	-7.5%	-6.1%
Mental Health Clinician	I	G204	$ 3,920.60	$ 22.61	4%	4%	4%	4%	4%	-24.5%	-19.6%	-15.9%
Mental Health Clinician	II	G213	$ 4,287.90	$ 24.73	4%	4%	4%	4%	4%	-24.5%	-19.6%	-15.9%
Mental Health Clinician	III	G223	$ 4,736.51	$ 27.32	4%	4%	4%	4%	4%	-24.5%	-19.6%	-15.9%
Peer Specialist		G177	$ 2,996.88	$ 17.28	2%	1%	0%	0%	0%	-4.1%	-3.3%	-2.7%
Property Room Technician	I	G200	$ 3,767.59	$ 21.73	2%	1%	1%	0%	0%	-5.6%	-4.5%	-3.6%
Public Health Analyst	I	G184	$ 3,213.07	$ 18.53	3%	3%	3%	3%	4%	-23.8%	-19.0%	-15.5%
Public Health Analyst	II	G194	$ 3,549.24	$ 20.47	3%	3%	3%	3%	4%	-23.8%	-19.0%	-15.5%
Public Health Nurse	I	G213	$ 4,287.90	$ 24.73	3%	3%	3%	2%	3%	-21.0%	-16.8%	-13.7%
Public Health Nurse	II	G223	$ 4,736.51	$ 27.32	3%	3%	3%	2%	3%	-21.0%	-16.8%	-13.7%
Public Health Nurse	III	G228	$ 4,978.13	$ 28.71	3%	3%	3%	2%	3%	-21.0%	-16.8%	-13.7%

Revenue Recovery Officer	I	G167	$ 2,713.04	$ 15.65	2%	2%	1%	0%	0%	-8.3%	-6.6%	-5.4%
Revenue Recovery Officer	II	G177	$ 2,996.88	$ 17.28	2%	2%	1%	0%	0%	-8.3%	-6.6%	-5.4%
Title		**Salary Schedule**	**A Step**	**Hourly Rate**	**7/1/2019 % Increase**	**7/1/2020 % Increase**	**7/1/2021 % Increase**	**7/1/2022 % Increase**	**7/1/2023 % Increase**	**C&C +/-**	**80%**	**65%**
Revenue Recovery Officer	Senior	G187	$ 3,310.46	$ 19.09	2%	2%	1%	0%	0%	-8.3%	-6.6%	-5.4%
Sheriff's Records Technician	I	G162	$ 2,581.37	$ 14.89	2%	1%	1%	0%	0%	-5.6%	-4.5%	-3.6%
Sheriff's Records Technician	II	G172	$ 2,851.44	$ 16.45	2%	1%	1%	0%	0%	-5.6%	-4.5%	-3.6%
Sheriff's Records Technician	III	G182	$ 3,149.77	$ 18.17	2%	1%	1%	0%	0%	-5.6%	-4.5%	-3.6%
Social Services Aide		G155	$ 2,407.68	$ 13.89	3%	3%	3%	3%	3%	-18.1%	-14.5%	-11.8%
Social Worker	I	G174	$ 2,908.75	$ 16.78	2%	2%	2%	3%	3%	-15.0%	-12.0%	-9.8%
Social Worker	II	G184	$ 3,213.07	$ 18.53	2%	2%	2%	3%	3%	-15.0%	-12.0%	-9.8%
Social Worker	III	G194	$ 3,549.24	$ 20.47	2%	2%	2%	3%	3%	-15.0%	-12.0%	-9.8%
Social Worker	IV	G204	$ 3,920.60	$ 22.61	2%	2%	2%	3%	3%	-15.0%	-12.0%	-9.8%
Solid Waste Equipment Operator Driver	I	G150	$ 2,290.81	$ 13.21	8%	8%	8%	8%	8%	-50.0%	-40.0%	-32.5%
Solid Waste Equipment Operator Driver	II	G159	$ 2,505.45	$ 14.45	8%	8%	8%	8%	8%	-50.0%	-40.0%	-32.5%
Solid Waste Equipment Operator Driver	III	G169	$ 2,767.57	$ 15.96	8%	8%	8%	8%	8%	-50.0%	-40.0%	-32.5%
Solid Waste Technician	I	G169	$ 2,767.57	$ 15.96	8%	8%	8%	8%	8%	-50.0%	-40.0%	-32.5%
Staff Services Analyst	I	G184	$ 3,213.07	$ 18.53	5%	5%	5%	5%	5%	-30.8%	-24.6%	-20.0%
Staff Services Analyst	II	G194	$ 3,549.24	$ 20.47	5%	5%	5%	5%	5%	-30.8%	-24.6%	-20.0%
Substance Abuse Specialist	I	G174	$ 2,908.75	$ 16.78	2%	2%	3%	3%	3%	-16.7%	-13.4%	-10.9%
Substance Abuse Specialist	II	G184	$ 3,213.07	$ 18.53	2%	2%	3%	3%	3%	-16.7%	-13.4%	-10.9%
Substance Abuse Specialist	III	G199	$ 3,730.30	$ 21.52	2%	2%	3%	3%	3%	-16.7%	-13.4%	-10.9%
Transit Coordinator		G187	$ 3,310.46	$ 19.09	2%	2%	2%	2%	1%	-10.9%	-8.7%	-7.1%
Transit Driver		G159	$ 2,505.45	$ 14.45	2%	2%	2%	2%	1%	-10.9%	-8.7%	-7.1%
Transportation Aide		G145	$ 2,179.61	$ 12.57	4%	8%	7%	1%	0%	-25.5%	-20.4%	-16.6%
Transportation Aide/Custodian		G150	$ 2,290.81	$ 13.21	4%	8%	7%	1%	0%	-25.5%	-20.4%	-16.6%
Transportation Coordinator		G155	$ 2,407.68	$ 13.89	4%	8%	7%	1%	0%	-25.5%	-20.4%	-16.6%
Vehicle Abatement Officer		G162	$ 2,581.37	$ 14.89	2%	2%	2%	2%	0%	-12.0%	-9.6%	-7.8%
Victim Witness Coordinator		G187	$ 3,310.46	$ 19.09	3%	4%	4%	4%	4%	-29.9%	-23.9%	-19.4%
Victim Witness Advocate	I	G167	$ 2,713.04	$ 15.65	3%	4%	4%	4%	4%	-29.9%	-23.9%	-19.4%
Victim Witness Advocate	II	G177	$ 2,996.88	$ 17.28	3%	4%	4%	4%	4%	-29.9%	-23.9%	-19.4%
Vocational Assistant		G148	$ 2,245.67	$ 12.95	11%	7%	7%	0%	0%	-10.6%	-8.5%	-6.9%
Vocational Trainee		G138	$ 2,032.96	$ 11.72	11%	7%	7%	0%	0%	-10.6%	-8.5%	-6.9%
WIC Nutrition Assistant	I	G154	$ 2,383.85	$ 13.75	2%	2%	2%	2%	3%	-16.3%	-13.0%	-10.6%
WIC Nutrition Assistant	II	G164	$ 2,633.24	$ 15.19	2%	2%	2%	2%	3%	-16.3%	-13.0%	-10.6%
WIC Program Coordinator		G196	$ 3,620.60	$ 20.88	2%	2%	2%	2%	3%	-16.3%	-13.04%	-10.6%
Work Crew Leader		G164	$ 2,633.24	$ 15.19	2%	2%	3%	3%	3%	-16.0%	-12.80%	-10.4%

Side Letter of Agreement

County of Trinity
and
Trinity County General Unit, UPEC Local 792

June 21, 2022

The General Unit MOU adopted by the Board of Supervisors on November 19, 2019, contained an Attachment A, which detailed the salary raises from 7-1-2019 through 7-1-2024.

After discovering a true compaction issue between the listed classifications in this agreement, Attachment A is hereby revised as agreed to by the County of Trinity and the Trinity County General Unit, UPEC Local 792. This side letter details a salary adjustment as of July 1, 2022 for the classifications of Maintenance Worker/Custodian and Building & Maintenance Worker I within the General Unit.

Maintenance Worker/Custodian shall be placed at the salary range of G168 until such time as a new MOU or other appropriate adjustments are negotiated.

Buildings & Maintenance Worker I shall be placed at the salary range of G172 until such time as a new MOU or other appropriate adjustments are negotiated.

The County of Trinity (County) and Trinity County General Unit (Union) enter into this Side Letter of Agreement and hereby agree to the following: **In order to address General Unit Attachment A, the adjustments referenced above shall be incorporated into the current General Unit MOU by this side letter. These raises shall be effective upon ratification of the MOU, and shall be effective July 1, 2022.**

TRINITY COUNTY GENERAL UNIT, UPEC LOCAL 792:

Ron Copeland, Date
Labor Relations Representative
General Unit Negotiator

COUNTY OF TRINITY:

Sophia R. Meyer, Date
Assistant County Counsel
County Negotiator

Ryan Roe, Date
Interim HR Director/Risk Manager

ADOPTED:

DAN FRASIER, CHAIR Date
of the Board of Supervisors,
County of Trinity, State of California

ATTEST:

XXXX, Deputy Clerk of Date
the Board of Supervisors of the
County of Trinity, State of California

APPROVED AS TO FORM:

MARGARET E. LONG, Date
County Counsel, County of Trinity

TRINITY COUNTY
Item Report 4.3

Meeting Date: 7/5/2022

Department:	Contact:	Phone:
Human Resources	Ryan Roe	(530) 623-1325

5.3 Above A Step: Sheriff's Office Administrative Coordinator II Extra Help

Requested Action:

Pursuant to Trinity County Code Section 2.60.410(A) authorize hiring Candidate / Employee No. 03033 as an Administrative Coordinator II, Extra Help at Range G200 Step D in the Trinity County Sheriff's Office, retroactively effective to July 1, 2022.

Fiscal Impact:

Approximate cost in salary and benefits per month for a Part-Time Extra Help Administrative Coordinator II at A step is $2,678 and at D step is $3,093.

Summary:

The Trinity County Sheriff's Office recently recruited for an Extra Help Administrative Coordinator I/II. The recruitment is to fill a need in the Jail Administration. Currently the Jail Commander is without any administrative assistance; with moving into the new facility, the expansion of the Division with an increase in employee numbers, as well as the increase in the size of the facility, and the additional incarcerated persons that will be housed there, it is crucial that assistance is approved. Funds are available in the current budget, no additional general fund revenue will be requested.

During the recruitment process, we had a very qualified applicant that has 10 years of experience in a similar role. This individual possesses the necessary and desired skill set to perform the duties required in the Trinity County Sheriff's Office Jail Administration. This individual has worked in a similar field for 10 years and meets more than the minimum qualifications of an Administrative Coordinator II. The department is requesting approval from the Board of Supervisors pursuant to County Code Section 2.60.410(A) to hire this individual at D step.

Should the Board not approve the above A step hire, this individual may not accept the position and decide to remain in their current position. The Trinity County Sheriff's Office would then be required to hire someone with less experience, this would leave the Jail Administration with no one to fill this role, and this would likely require either the Jail Commander, Sheriff Administrative or Records staff to be pulled from their duties to assist the Jail Administration with their tasks. This will greatly impact the function of the Department.

Alternatives Including Financial Implications:

Do not approve and direct staff.

Departmental Recommendation:

It is the department's recommendation that the Board authorize hiring Candidate / Employee No. 03033 as an Administrative Coordinator II, Extra Help at Range G200 Step D in the Trinity County Sheriff's Office, retroactively effective to July 1, 2022.

ATTACHMENTS:

Description

County Code 2.60.410

Department Organization Chart

Salary and Benefits Worksheet

2.60.410 - Appointments.

A. Advance steps for new hires and voluntary reappointments to permanent full-time and permanent part-time positions may be requested under the following provisions and conditions:

1. There is a demonstrated inability to recruit applicants at the entry level step as certified by the personnel officer.
2. Prior to the appointment of a new employee to a class or of a present employee seeking a voluntary reappointment, the department head shall make a written request to the personnel officer to establish compensation at a rate of Step B through E in the range assigned to the class when a candidate has training and/or experience beyond the minimum qualifications which is of the same type and level as that involved in the full and satisfactory performance in the class to which the candidate is being appointed. Such request shall follow prescribed procedures and provide sufficient documentation to enable the personnel officer to determine the eligibility for advanced steps.
3. This information shall be presented to the board of supervisors by the personnel officer, and when appropriate, the respective department head or a representative of the department shall be present. The board of supervisors, by majority vote, shall authorize appointment at a level above the entrance step of the appropriate range.

B. Upon reinstatement of a previous permanent employee separated due to a reduction in force, or otherwise terminated in good standing, the compensation rate may be established at any step in the range for the class, upon approval of the personnel officer, provided that it shall not exceed the step occupied at the time of leaving county service and the class specifications for the classification have not changed. In cases involving reinstated employees separated due to a reduction in force, reinstatement shall be at the same step occupied at the time of leaving county service and the anniversary date of the employee shall remain the same less the period of time while on layoff.

C. Upon request of the department head, an extra help employee may be hired above Step A of the appropriate range, if such employee has had prior service in a permanent position in the same classification within the same department or if the individual is currently employed in a permanent position in the same classification

in another county department. Such requests shall be made in writing to the personnel officer who will approve, disapprove, or modify the request based on the individual's training and/or experience and the needs of the county.

D. The compensation for an employee receiving a promotional appointment to a permanent full-time or permanent part-time position shall be at the entrance step of the promoted class, or within five dollars of a five percent increase in the monthly salary, whichever is the greater. However, in no case shall the salary exceed the maximum step assigned to the promoted class.

E. Prior to promotion, a department head may request approval to establish a compensation rate for a promotional candidate at a higher step in the range than that provided in subsection D of this section of this chapter. The provisions and conditions established in subsection A of this section of this chapter shall govern such requests.

F. A new anniversary date shall be established upon the promotion date of an employee.

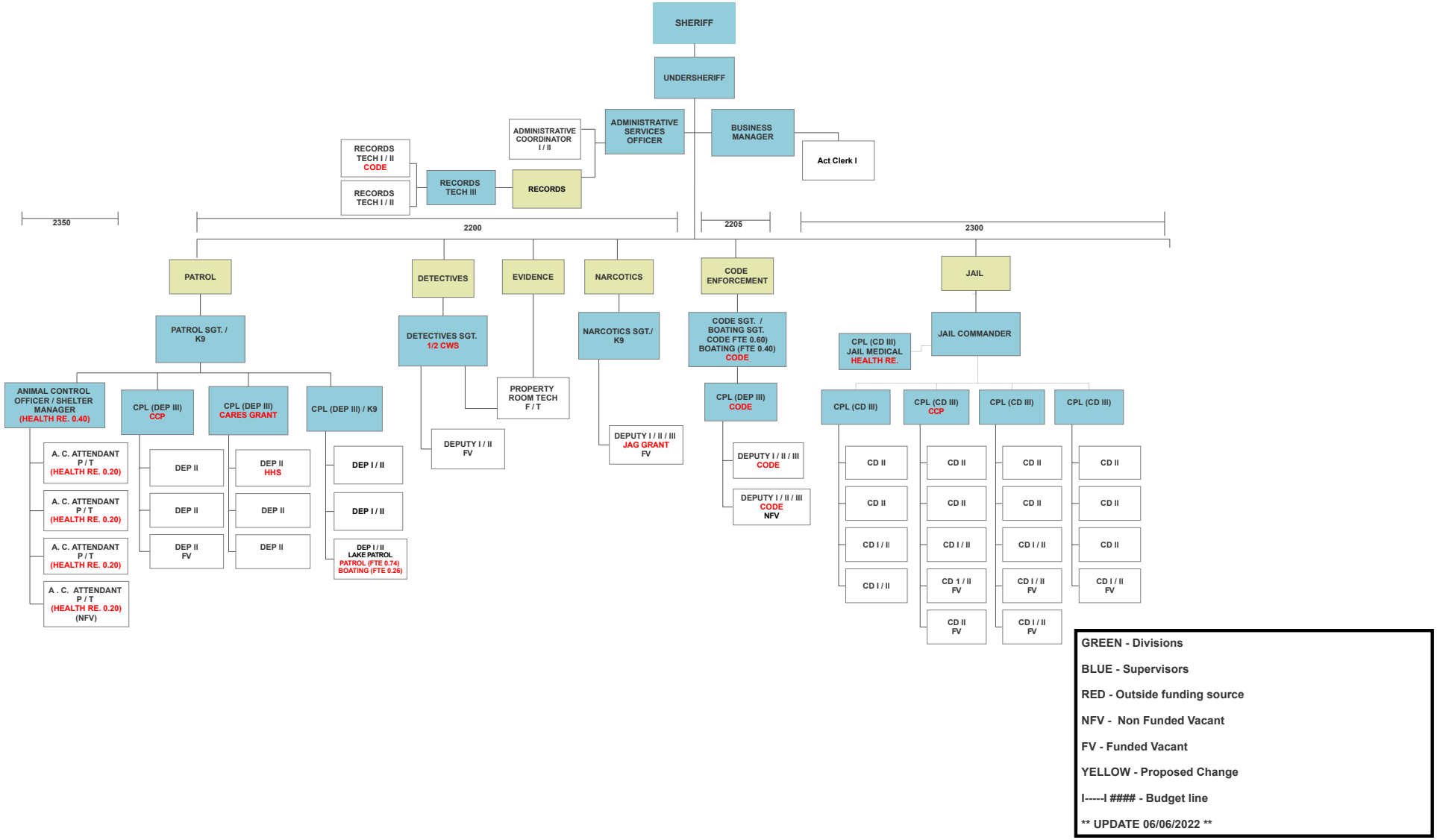
G. Disciplinary demotions shall be handled under the guidelines and procedures established under Article X of the the county personnel ordinance. Upon disciplinary demotion, an employee shall be assigned to any step in the lower classification range which is at least five percent less than the salary received in the previous class. The employee shall lose all seniority rights in the previous class and the time served in the previous class shall be credited to the new class for the purpose of establishing seniority lists. All disciplinary demotions require approval by the department head. The personnel officer shall insure that disciplinary demotions are handled according to proper procedures. A new anniversary date shall be established upon the effective date of demotion.

H. If an employee transfers to a different position in the same class, or to a different classification with the same salary range, no pay adjustments shall be made and the individual's anniversary date shall remain the same.

I. Upon involuntary reappointment, the employee shall continue to receive the same rate of pay if that rate corresponds with a step in the new range. If the employee's rate of pay does not correspond with a step in the range for the new class, then the employee's rate of pay shall be reduced to the nearest dollar amount in the new range. If the employee's pay, prior to the involuntary reappointment is above the maximum step in the new range, pay shall be established at the maximum step

in the new class. Under no circumstances shall an employee receive a salary increase upon an involuntary reappointment. The anniversary date of an employee shall remain the same upon an involuntary reappointment.

(Ord. 1087 §1(part), 1986)


SHERIFF
UNDERSHERIFF
ADMINISTRATIVE COORDINATOR I / II
ADMINISTRATIVE SERVICES OFFICER
BUSINESS MANAGER
Act Clerk I
RECORDS TECH I / II CODE
RECORDS TECH I / II
RECORDS TECH III
RECORDS
2350
2200
2205
2300
PATROL
DETECTIVES
EVIDENCE
NARCOTICS
CODE ENFORCEMENT
JAIL
PATROL SGT. / K9
DETECTIVES SGT. 1/2 CWS
NARCOTICS SGT./ K9
CODE SGT. / BOATING SGT. CODE FTE 0.60) BOATING (FTE 0.40) CODE
JAIL COMMANDER
CPL (CD III) JAIL MEDICAL HEALTH RE.
ANIMAL CONTROL OFFICER / SHELTER MANAGER (HEALTH RE. 0.40)
CPL (DEP III) CCP
CPL (DEP III) CARES GRANT
CPL (DEP III) / K9
PROPERTY ROOM TECH F / T
DEPUTY I / II FV
DEPUTY I / II / III JAG GRANT FV
CPL (DEP III) CODE
DEPUTY I / II / III CODE
DEPUTY I / II / III CODE NFV
CPL (CD III)
CPL (CD III) CCP
CPL (CD III)
CPL (CD III)
A. C. ATTENDANT P / T (HEALTH RE. 0.20)
A. C. ATTENDANT P / T (HEALTH RE. 0.20)
A. C. ATTENDANT P / T (HEALTH RE. 0.20)
A . C. ATTENDANT P / T (HEALTH RE. 0.20) (NFV)
DEP II
DEP II
DEP II FV
DEP II HHS
DEP II
DEP II
DEP I / II
DEP I / II
DEP I / II LAKE PATROL PATROL (FTE 0.74) BOATING (FTE 0.26)
CD II
CD II
CD I / II
CD I / II
CD 1 / II FV
CD II FV
CD II
CD II
CD I / II
CD I / II FV
CD I / II FV
CD II
CD II
CD II
CD II
CD II
CD II
CD I / II
CD I / II FV
GREEN - Divisions
BLUE - Supervisors
RED - Outside funding source
NFV - Non Funded Vacant
FV - Funded Vacant
YELLOW - Proposed Change
I-----I #### - Budget line
** UPDATE 06/06/2022 **

Payroll Rates - Refer to Budget Forecasting Sheet for Additional Information and Calculations							
All	7.65%	42.25%	$ 0.13	$ 863.26		7.00%	
Miscellaneous General & Other Unit; Board of Supervisors; Department Heads - Prior to and After AB340		42.600%					
Safety - Prior to AB340		78.120%					
Safety - After AB340		13.690%					
General			$ 0.13	$ 862.87			
Management			$ 1.12	$ 868.31	3.00%		
Skilled Trades			$ 1.21	$ 862.87			
Deptuy Sherffi's Association			$ 0.91	$ 870.87			
Probation Peace Officer - Management			$ 0.87	$ 868.31	3.00%		
Probation Peace Officer - General			$ 0.13	$ 862.87			
Board of Supervisors				$ 1,349.14			
County Administrative Officer				$ 1,671.03			
Department Head				$ 1,140.87			

EE ID	Salary Range	Salary Step	Position Title & Vacancy Type Funded Vacancy (FV), Non-Funded Vacancy (NFV), New Allocation (NA)	FTE	Hours	Base Monthly Salary Rate	Additional Monthly Incentive Pay	# of Mo.	# 1010 Regular Salary	# 1100 FICA	# 1200 County PERS	# 1210 LIUNA	# 1300 Benefits	# 1300 Deferred Comp	# 1400 UI	Total
	G200	A	Admin Coordinator II Extra Help	0.46	173.33	3,823.93		1	1,759	135	743.18				41	$ 2,678
	G200	D	Admin Coordinator II Extra Help	0.46	173.33	4,426.68		1	2,036	156	860.33				41	$ 3,093
Totals			**Total Difference**						**$ 277**	**$ 21**	**$ 117**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 416**