

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

**MEETING AGENDA**

**August 17, 2021**

**Chairman**

**Supervisor Jeremy Brown - District 4**

**Vice-Chairman**

**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**

**Supervisor Jill Cox - District 2**

**Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**

**Margaret E. Long - County Counsel**

**Emma Purvis - Deputy Clerk of the Board**

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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](http://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](mailto: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](mailto:clerkoftheboard@trinitycounty.org).

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## **ZOOM INFORMATION**

Join Zoom Meeting

<https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJIRmhacmJjUT09>

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>

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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 IN OPEN SESSION**

### **PLEDGE OF ALLEGIANCE**

### **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.*

## **Presentations**

### **Clerk of the Board**

**1.1** Receive a presentation from Trinity River Restoration Program Executive Director Mike Dixon regarding their projects on the Trinity River.

**No fiscal impact.**

**1.2** Receive an update on recent wildfires in Trinity County.

**No fiscal impact.**



## 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**

- 2.1** Approve amendment number six to the agreement with Ray Morgan Company modifying the rate schedule to allow increases not to exceed 10% per year to provide maintenance to copiers in the Copier Trust.

**No impact to the General Fund.**

### **Behavioral Health Services**

- 2.2** Approve an agreement with EA Family Services to provide Mental Health Treatment Services for seriously emotionally disturbed (SED) children and youth.

**No impact to the General Fund; up to \$50,000 from Mental Health Funding.**

### **Clerk of the Board**

- 2.3** Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the 2020 wildfires.

**No fiscal impact.**

- 2.4** Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**No fiscal impact.**

- 2.5** Approve the regular meeting minutes of July 20, 2021 and August 3, 2021 and the special meeting minutes of July 12, 2021 and July 30, 2021.

**No fiscal impact.**

### **County Administrative Office**

- 2.6** Award to FLO Analytics the contract to provide redistricting services to Trinity County.

**Up to \$75,000 from Administration's budget.**

### **General Services**

- 2.7** Approve an agreement with Velocity Communication, Inc to lease space at the county owned cell tower at Pickett Peak.

**Revenue in the amount of \$200 per month.**

- 2.8** Approve an agreement with 101NetLink to lease space at the county owned cell tower at Pickett Peak.

**Revenue in the amount of \$200 per month.**

- 2.9** Approve amendment number one to the agreement with Mike's Heating & Air Inc., increasing the maximum cost by \$25,000 per fiscal year to provide as needed

services to HVAC, low pressure steam boilers, and condensing chiller services to Trinity County.

**Up to \$50,000 per fiscal year from requesting department.**

### **Health and Human Services**

- 2.10** Approve amendment number four to the agreement with the Personal Telephone Service updating services offered, increasing the maximum cost by \$13,000, and extending the term to December 31, 2021 to provide telephone and messaging services for after-hours, weekend, and holiday calls to Child Welfare Services and Adult Protective Services.

**No impact to the General Fund; \$13,000 per fiscal year from Child Welfare Services allocation.**

- 2.11** Approve amendment number one to the agreement with Aurrera Health Group, LLC extending the term to December 31, 2021 and adding Appendices D, E and F, to provide funding for the execution of the Adverse Childhood Experiences Aware Provider Engagement Grant.

**No impact to the General Fund; \$54,110 in revenue for Public Health.**

- 2.12** Approve amendment number six to the agreement with the Human Response Network, extending the term to June 30, 2024 and updating Exhibit A to provide visitation services for families engaged in Child Welfare Services.

**No impact to the General Fund; \$306,000 from Child Welfare Services.**

### **Planning and Zoning**

- 2.13** Approve an agreement with Velocity Communications, Inc. to provide and install Dark Fiber Services for Trinity County Planning Department and Cannabis Division.

**Up to \$12,010 for installation and \$68 per month for Dark Fiber lease.**

### **Sheriff**

- 2.14** Approve amendment number one to the agreement with Miller Excavation, increasing the maximum cost by \$20,000 per fiscal year to provide transportation and destruction of contraband.

**\$60,000 per fiscal year from the CEP budget.**

### **Reports/Announcements**

- 3.1** I. Report from Department Heads  
II. Report from County Administrative Officer  
III. Report from Members of the Board of Supervisors

### **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.*

### **Grants**

- 4.1 Approve an agreement with Mid Valley Title and Escrow to provide foreclosure proceedings on behalf of the County to resolve defaulted housing rehabilitation loans.

**No impact to the General Fund; \$200,000 from Grant's Department.**

### **Human Resources**

- 4.2 Take the following actions regarding the Administrative Coordinator I (ACI), Administrative Coordinator II (ACII) and Accounting Technician I (ATI) classifications:
1. Ratify County's Lead Negotiator Sophia Meyer's signature on a side letter agreement with the General Unit modifying spreadsheet A of the MOU regarding the ACI, ACII and ATI classifications;
  2. Modify spreadsheet A attached to Resolution 2020-007 – Non Represented General Classifications Salary and Benefits regarding the ACI and ACII classifications; and
  3. Authorize the Director of Human Resources to modify the alphabetical listing of classifications changing the ranges for ACI to G190, ACI – Non Rep to N190, ACII to G200, ACII – Non Rep to N200, and ATI to G175 retroactively effective July 1, 2021.

**Approximate cost in salary and benefits is \$150,010 for Fiscal Year 21-22; \$80,496 to general fund departments and \$69,514 to non general fund departments.**

### **Sheriff**

- 4.3 Approve a budget adjustment for FY 20/21 for Sheriff - Dept. 2200 decreasing revenues by \$124,520, Salaries & Benefits by \$4,415, Other Charges by \$50, and Fixed Assets by \$22,000 and increaseing Services and Supplies by \$13,000, Interfund Expenses by \$66,679 and Intra-Fund Expenses by \$32,328; approve a budget adjustment for FY 20/21 for Jail - Dept. 2300 decreasing revenues by \$69,321, Salaries and Benefits by \$267,956, Interfund Expenses by \$4,200, Other Charges by \$6,479 and Fixed Assets by \$5,288 and increasing Services and Supplies by \$34,192 and Transfers Out by \$18; approve a budget adjustment for FY 20/21 for National Forest Eradication (NFE) - Dept. 2290 increasing Transfers in and Interfund Expenses by \$18; and approve a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$29,670.

**Increase in General Fund Appropriations in the amount of \$29,670; current Contingency balance is \$123,504.**

### **Closed Session**

- 5.1 Government Code Section 54954.5(e) - Threat to Public Services or Facilities  
Consultation with: Trinity County Sheriff Tim Saxon
- 5.2 Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation  
No. of Cases: 1  
Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

**Adjourn**

## TRINITY COUNTY

### Item Report

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:

Phone:

Zoom Information

#### **Requested Action:**

Join Zoom Meeting

<https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJIRmhacmJjUT09>

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

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**TRINITY COUNTY**  
Item Report 1.1

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:

Phone:

1.1 Presentation: Trinity River Restoration Program

**Requested Action:**

Receive a presentation from Trinity River Restoration Program Executive Director Mike Dixon regarding their projects on the Trinity River.

**Fiscal Impact:**

No fiscal impact.

**TRINITY COUNTY**  
Item Report 1.2

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:  
Richard Kuhns

Phone:  
530 623 1382

1.2 Update: Wildfires

**Requested Action:**

Receive an update on recent wildfires in Trinity County.

**Fiscal Impact:**

No fiscal impact.

## TRINITY COUNTY

### Item Report 2.1

Meeting Date: 8/17/2021

Department:  
Auditor/Controller

Contact:  
Angela Bickle

Phone:  
530-623-1317

2.1 Amendment 6: Ray Morgan (14-115)

#### **Requested Action:**

Approve amendment number six to the agreement with Ray Morgan Company modifying the rate schedule to allow increases not to exceed 10% per year to provide maintenance to copiers in the Copier Trust.

#### **Fiscal Impact:**

No impact to the General Fund.

#### **Summary:**

Working Capital Copier Trust Fund, purchases, maintains and replaces many copiers located in the County offices. The invoices and purchases of copiers are paid out of copier trust fund.

#### **Discussion:**

The Ray Morgan Company services various copiers within the County and update the copy rates yearly. Should the board approve the amendment, the yearly rate updates will not exceed a 10% increase, and any rates that exceed a 10% increase will require an amendment to the contract.

#### **Alternatives Including Financial Implications:**

Deny amendment and advise staff.

#### **Departmental Recommendation:**

Staff recommends the board approve amendment 6 as written.

#### **ATTACHMENTS:**

Description

Agreement and all Previous Amendments (14-115)

Amendment 6 (14-115)



**AMENDMENT NO. 5  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
(NO. 14-115)  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
RAY MORGAN COMPANY**

**RECEIVED**

APR 28 2021

AUDITOR-CONTROLLER

WHEREAS, a Contract was entered into the 5<sup>TH</sup> day of June, 2014, amended on the 7<sup>TH</sup> day of June, 2016, amended on the 16<sup>th</sup> day of May, 2017, amended on the 3<sup>rd</sup> day of January, 2020 by and between the COUNTY OF TRINITY, and RAY MORGAN COMPANY, to provide service maintenance; and

WHEREAS, the agreement automatically renews; and

WHEREAS, the parties wish to:

1. Update Attachment A

WHEREAS, the Contract provides for amendments;

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


1. Update the current maintenance contract attachment A to include new rates, and the new copiers, Image Runner Advance IR C5760I, Equipment ID 176565, Serial Number 3AC02167; and Image Runner Advance IR 6765I, Equipment ID 176580, Serial Number 27E01493.

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

[signature page to follow]

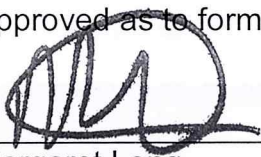
IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 5 to be executed on this 16th day of April, 2021.

**COUNTY OF TRINITY:**

By:   
Richard Kuhns, Psy.D  
County Administrative Officer

Date: 4.19.21

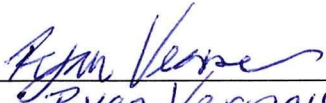
Approved as to form:

  
Margaret Long  
County Counsel

Risk Management Approval:

By:   
Shelly Nelson, Director  
Human Resources/Risk Management

**CONTRACTOR:**

By:   
Name: Ryan Vernau  
Title: Aftermarket Contacts Supervisor

Date: 04/23/2021



February 24, 2021

Attn: Christine Gaffney  
Trinity County Auditor  
PO Box 1230  
Weaverville, CA 96093-1230

Re : 18405-09 , All Inclusive

**NEW PURCHASE ORDER REQUIRED**

As a reminder, your maintenance agreement is in need of a new purchase order for Contract # 18405-09, running 02/01/2021 through 06/30/2021. For reference, the current purchase order # is 14-115-2 CAO.

Thank you for your loyalty as a Ray Morgan Company customer. To assist in preparation of your new purchase order, below please find your covered copies, volume and rate table. Your base rate and copies included are represented as per month. The actual billing cycle is listed under "Base Type". For example: If the contract base type is quarterly, the base rate will be billed 3x the monthly base rate and include 3x the copies included in the table. Sales tax is calculated with 34% of the agreement being taxed at your current sales tax rate. All other terms and conditions of the original agreement (or subsequent agreement if applicable) will remain in effect.

Item	Equip ID	Serial Number	Ship To Name	Location Info	Base Type	Monthly Base Rate	Overage Type	BW Group Name	Monthly BW Copies Included	BW Group Rate	CLR Group Name	Monthly CLR Copies Included	CLR Rate
SCX-5935NX	93510	Z59HBJC80003SA	Trinity County District Attorney				Monthly	BW Pool 2		\$0.0204			
SCX-5935NX	93512	Z59HBJC80003PD	Trinity County Personnel				Monthly	BW Pool 2		\$0.0204			
SCX-6555N	103266	9D61BJED50000HE	Trinity County HHS Admin Fiscal	front office			Monthly	BW Pool 3		\$0.0134			
SL-X7500GX	131756	082SB1DGB0003BZ	Trinity County Gen Serv	copier room			Monthly	BW Pool 4		\$0.0120	CLR Pool 1		\$0.0917
SL-K7500GX	131752	082VB1DGC0001NA	Trinity County HHS Admin Fiscal				Monthly	BW Pool 4		\$0.0120			
SL-K7600GX	131753	082XB1DGC00011Z	Trinity County HHS Admin Fiscal				Monthly	BW Pool 5		\$0.0119			
SL-K7600GX	131755	082XB1DGC00002D	Trinity County Sheriff	Copy Room in admin section			Monthly	BW Pool 5		\$0.0119			
IR C7565I	170864	2KT02884	Trinity County Auditor	2nd Floor Hallway			Monthly	BW Pool 6		\$0.0064	CLR Pool 2		\$0.0638
IR 6765I	176580	27E01493	Trinity County Tax Collector				Monthly	BW Pool 7		\$0.0070			
IR C5760I	176565	3AC02167	Trinity County Planning				Monthly	BW Pool 7		\$0.0070	CLR Pool 3		\$0.0590

Please contact me if you would like to make any volume changes to your contract, otherwise, please submit your new purchase order referencing your maintenance agreement # 18405-09 by:

Scan to email to [contracts@raymorgan.com](mailto:contracts@raymorgan.com)

Faxing 530-781-1008

US Mail Attn: Ryan Vernau, Ray Morgan Company, 3131 Esplanade, Chico CA 95973.

At the Ray Morgan Company we are constantly looking for ways to decrease clients overall costs while streamlining associated billing. Please take a moment to review the enclosed brochure on our Managed Print Services (MPS) program. If you have not already taken advantage of this valuable service, I would greatly appreciate the opportunity to discuss how an implementation, consolidated with your current agreement, may benefit Trinity County Auditor.

Thank you again for your continued business.

Sincerely,

**Ryan Vernau**

*Aftermarket Contract Supervisor*  
*Corporate Headquarters - Chico CA*  
Direct 530-230-4898  
Fax 530-781-1008  
[rvernaul@raymorgan.com](mailto:rvernaul@raymorgan.com)

**P.S. We always try to notify the right person about agreement renewals, but sometimes things change. If you have received this letter in error, we would appreciate your forwarding it to the correct person or contact us at the number provided so that we may update our records.**

3131 Esplanade, Chico CA 95973 | 800.640.6065 ph | 530.343.9470 fx TECHNOLOGY SOLUTIONS YOU CAN TRUST SINCE 1956 [www.raymorgan.com](http://www.raymorgan.com)



**AMENDMENT NO. 4  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
(NO. 14-115)  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
RAY MORGAN COMPANY**

WHEREAS, a Contract was entered into the 5<sup>TH</sup> day of June, 2014, amended on the 7<sup>TH</sup> day of June, 2016, amended on the 16<sup>th</sup> day of May, 2017, amended on the 3<sup>rd</sup> day of January, 2020 by and between the COUNTY OF TRINITY, and RAY MORGAN COMPANY, to provide service maintenance; and

WHEREAS, the agreement automatically renews; and

WHEREAS, the parties wish to:

1. Update the maintenance agreement for County copiers that fall under this agreement. Rates are adjusted yearly, this adjustment is for the period of 07/01/2020 through 06/30/2021.

WHEREAS, the Contract provides for amendments;

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

1. Update the maintenance agreement ATTACHMENT A increasing rates for the period of 07/01/2020 through 06/30/2021, this is adjusted yearly; and

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

**RECEIVED**


OCT 07 2020

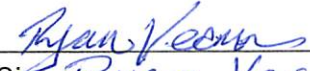
**AUDITOR-CONTROLLER**

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 1st day of July, 2020.

COUNTY OF TRINITY:

CONTRACTOR:

By   
Richard Kuhns, Psy.D  
County Administrative Officer

By   
Name: Ryan Vernon  
Title: Aftermarket Contracts

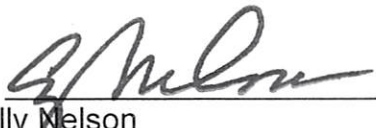
Date: 10-7-20

Date: 10-19-2020

Approved as to form:

  
MARGARET E LONG  
County Counsel

Risk Management Approval:

By:   
Shelly Nelson  
Human Resources/Risk Management  
Director

## Attachment A



TECHNOLOGY SOLUTIONS YOU CAN TRUST

CUSTOMER EXCELLENCE SINCE 1956

08/19/2020

Attn: Deanna Cottone  
Trinity County Auditor  
PO Box 1230  
Weaverville, CA 96093-1230

Re : 18405-09 , All Inclusive

**NEW PURCHASE ORDER REQUIRED**

As a reminder, your maintenance agreement is in need of a new purchase order for Contract # 18405-09, running 07/01/2020 through 06/30/2021. For reference, the current purchase order # is 14-115-2 CAO, set to expire on 7/1/2020.

Thank you for your loyalty as a Ray Morgan Company customer. To assist in preparation of your new purchase order, below please find your covered copies, volume and rate table. Your base rate and copies included are represented as per month. The actual billing cycle is listed under "Base Type". For example: If the contract base type is quarterly, the base rate will be billed 3x the monthly base rate and include 3x the copies included in the table. For PO Purposes, please encumber \$16,553.00 + Tax. Sales tax is calculated with 34% of the agreement being taxed at your current sales tax rate. All other terms and conditions of the original agreement (or subsequent agreement if applicable) will remain in effect.

Item	Equip ID	Serial Number	Ship To Name	Location Info	Base Type	Monthly Base Rate	Overage Type	BW Group Name	Monthly BW Copies Included	BW Group Rate	CLR Group Name	Monthly CLR Copies Included	CLR Rate
IR 3235	64538	DFW06067	Trinity County Assessors Office	assessor office			Monthly	BW Pool 1		\$0.0243			
IR 5055 V2	67201	CXT01713	Trinity County Tax Collector	Basement Tax collector office			Monthly	BW Pool 2		\$0.01353			
IR C5035B	66166	GNW11988	Trinity County Planning	Planning Department Office			Monthly	BW Pool 3		\$0.01518	CLR Pool 1		\$0.1441
SCX-5935NX	93510	Z59HBJC80003SA	Trinity County District Attorney				Monthly	BW Pool 4		\$0.02035			
SCX-5935NX	93512	Z59HBJC80003PD	Trinity County Personnel				Monthly	BW Pool 4		\$0.02035			
SCX-6555N	103266	9D61BJED50000HE	Trinity County HHS Admin Fiscal	front office			Monthly	BW Pool 5		\$0.01342			
SL-K7500GX	131752	082VB1DGC0001NA	Trinity County HHS Admin Fiscal				Monthly	BW Pool 6		\$0.01199			
SL-X7500GX	131756	082SB1DGB0003BZ	Trinity County Gen Serv	copier room			Monthly	BW Pool 6		\$0.01199	CLR Pool 2		\$0.09174
SL-K7600GX	131753	082XB1DGC00011Z	Trinity County HHS Admin Fiscal				Monthly	BW Pool 7		\$0.01188			
SL-K7600GX	131755	082XB1DGC0000ZD	Trinity County Sheriff	Copy Room in admin section			Monthly	BW Pool 7		\$0.01188			
IR C7565I	170884	2KT02884	Trinity County Auditor	2nd Floor Hallway			Monthly	BW Pool 8		\$0.00638	CLR Pool 3		\$0.0638

Please contact me if you would like to make any volume changes to your contract, otherwise, please submit your new purchase order referencing your maintenance agreement # 18405-09 by:

Scan to email to [contracts@raymorgan.com](mailto:contracts@raymorgan.com)

Faxing 530-781-1008

US Mail Attn: Ryan Vernau, Ray Morgan Company, 3131 Esplanade, Chico CA 95973.

At the Ray Morgan Company we are constantly looking for ways to decrease clients overall costs while streamlining associated billing. Please take a moment to review the enclosed brochure on our Managed Print Services (MPS) program. If you have not already taken advantage of this valuable service, I would greatly appreciate the opportunity to discuss how an implementation, consolidated with your current agreement, may benefit Trinity County Auditor.

Thank you again for your continued business.

Sincerely,

**Ryan Vernau**

*Aftermarket Contract Supervisor*

*Corporate Headquarters - Chico CA*

Direct 530-230-4898

Fax 530-781-1008

[rverna@raymorgan.com](mailto:rverna@raymorgan.com)

[www.raymorgan.com](http://www.raymorgan.com)

P.S. We always try to notify the right person about agreement renewals, but sometimes things change. If you have received this letter in error, we would appreciate your forwarding it to the correct person or contact us at the number provided so that we may update our records.

Customer Signature X\_\_\_\_\_



CONTRACT NUMBER 14-115.3	AUD
COUNTY ORIGINAL	

AMENDMENT NO.3  
TO CONTRACT NO. 14-115 BETWEEN  
THE COUNTY OF TRINITY  
AND  
RAY MORGAN COMPANY

WHEREAS, an agreement was entered into the 5<sup>th</sup> day of June, 2014, amended on the 7<sup>th</sup> day of June, 2016, amended on the 16<sup>th</sup> day of May, 2017 by and between the COUNTY OF TRINITY, and RAY MORGAN COMPANY, to provide copier maintenance services; and

WHEREAS, the agreement is an auto-renew; and

WHEREAS, the parties wish to remove one copier and add one copier from the maintenance agreement; and

WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to replace the Multiple Equipment Maintenance Supplement with Attachment A, and include the new copier in Attachment B.

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 3<sup>rd</sup>, day of January, 2019. 20

COUNTY OF TRINITY:


By   
Richard Kuhns, Psy.D  
County Administrative Officer

Date: 1-3-20

Approved as to form:

  
MARGARET E LONG  
County Counsel

CONTRACTOR:

By   
Name: Nate Gray  
Title: Branch Manager

Date: 1-5-2020

RISK MANAGEMENT APPROVAL

By:   
Shelly Nelson  
Human Resources/Risk Management Director

**Ray Morgan Company**  
**Copier Maintenance Service Agreement**  
**Contract 14-115 Attachment A**

<b># of Copiers</b>	<b>Model</b>	<b>Machine ID</b>	<b>Serial #</b>
1	IR5055	67201	CXT01713
2	IR 5570	28491	KHT00023
3	IR C7565I	170864	2KT02884
4	IR3235	64538	DFW06067
5	IR5055	67201	CXT01713
6	iR-ADV C5035	66166	GNW11988
7	Samsung SCX-5935NX	93510	Z59HBJIC80003SA
8	Samsung SL X7500GX	22655/131756	082SB1DGB0003BZ
9	SCX-5935NX	93512	Z59HBJIC80003PD
10	SCX6555N	103266	9D61BJED50000HE
11	SL-K7500GX	131752	082VBIDGC0001NA
12	SL-K7600	131755	082XB1DGC0000ZD
13	SL-K7600GX	131753	082XBIDGC00011Z



# Ray Morgan Company

3131 Esplanade, Chico, CA 95973

PH: (530) 343-6065

FAX: (530) 343-9470

## MAINTENANCE AGREEMENT

Purchase Order#

(Include hard copy if PO is required)

Date:

9/27/2019

Contract #

RMC Account Rep:

Bob Allen

### BILL TO:

Company Name:	Trinity County Auditor		
Department:			
Address:	PO Box 1613		
City:	Weaverville	County:	0
State:	CA	Zip:	96093
Phone #:	(530) 623-8339		
Contact:	0		
Email Address:	0		

### SHIP TO: 0

Company Name:	Trinity County Auditor		
Department:			
Address:	Po Box 1613		
City:	Weaverville	County:	
State:	CA	Zip:	96093
Phone #:	(530) 623-8339	Fax:	(530) 623-1323
Contact:	0		
Email Address:	0		

### Meter Contact Information:(for those not pulling electronically)

Contact Name:	0
Phone Number:	0
Email Address:	0
Primary Service Tech:	

### AGREEMENT START DATE:

This maintenance plan is effective for 60 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears

### COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- ☐ STANDARD (GF) (Includes all parts & labor; Excludes ALL consumables.) ☐ Excludes Drum (GP)
- ☒ BUNDLED (AI) (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- ☐ Wide Format "Plus" (AIP) (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- ☐ NON-STANDARD (TO) (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

### COVERED EQUIPMENT

COVERED EQUIPMENT	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	MINIMUM VOLUME CHARGE PER MONTH	MINIMUM CHARGE PER MONTH	OVERAGE/PER COPY CHARGE
imageRUNNER ADVANCE C7565i III				\$ -	
Black Images			0	\$ -	0.00580
Color Images			0	\$ -	0.05800

### QUANTITY OF TONER INCLUDED IN AGREEMENT:

Minimum Total Per MONTH

\$0.00

In the case of supply inclusive agreements, RMC will supply to the Customer toner free of charge according to the Manufacturer's Published Yield per Container. At RMC's discretion, RMC may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

(Plus Applicable Taxes)

RENEWAL: YES ☐ NO ☐

### BILLING CYCLE - Bases

### BILLING CYCLE - Meters

- ☒ Monthly ☐ Annual ☐ Monthly ☐ Annual
- ☐ Quarterly ☐ Semi-Annual ☒ Quarterly ☐ Semi-Annual
- ☐ No base billing

### SPECIAL INSTRUCTIONS

For managed print agreements (Printers), you agree that if you retire, replace and/or add new equipment, you grant the Ray Morgan Company the ability to reflect these additions or deletions of said equipment and your payment under this agreement may adjust accordingly.

For agreements without a base billing, the above stated pricing is based upon the guaranteed number of images listed under "Estimated annual volume". All images will be billed per the billing in arrears for actual usage.

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of RAY MORGAN COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X

*Christine Gaffney*  
 CUSTOMER SIGNATURE  
 Christine Gaffney  
 Print Name

*Assistant Auditor*  
 TITLE

*1/13/2020*  
 DATE

X

RMC APPROVAL

TITLE

DATE

v 8.0 02/26/2016

Page 1 of 2



## RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the Ray Morgan Company (RMC) will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitation conditions listed in the front page of this document. The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12 month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without RMC's prior written consent. RMC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any overage copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, RMC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that RMC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. RMC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by RMC staff during its regular business hours (8:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
  - a) repairs resulting from causes other than normal use, Customer's willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems, accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
  - b) repairs made necessary by service performed by personnel other than an RMC representative, or
  - c) work which the customer requests to be performed outside regular business hours, or
  - d) reconditioning or modification to the equipment except those specified by RMC's Technical Service Department to assure greater performance of the equipment.All of the foregoing shall be invoiced in accordance with RMC's established per call rates and part charges then in effect. Additionally, RMC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by RMC shall become the property of RMC. RMC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise RMC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by RMC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as cleaning the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of RMC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by RMC. If correct meter readings are not provided timely, RMC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. RMC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. In addition, RMC may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data to be used for servicing the equipment, billing meters, supply replenishment or product improvement purposes. Automatic transmitted data may include, but is not limited to, product registration, meter reads, supply level, equipment settings, and problem/fault code data. All such data shall be transmitted in a secure manner specified by RMC.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by RMC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, RMC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to RMC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the Ray Morgan Company the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
  - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
  - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overages average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
  - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overages average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to RMC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. RMC shall have 30 days to correct the problem. If RMC has not corrected the problem within 30 days, Customer may notify RMC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by RMC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the Ray Morgan Company until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the Ray Morgan Company all unused supplies provided under this agreement including toner and photoconductor.
- 12 RMC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall RMC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to RMC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to RMC unpaid. Upon default of any payment or any other aspect of this Agreement, RMC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon RMC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by RMC's General Manager.

Customer Initials

CONTRACT NUMBER	
14-115.2	A/C
COUNTY ORIGINAL	

AMENDMENT NO. 2  
TO CONTRACT NO. 14-115 BETWEEN  
THE COUNTY OF TRINITY  
AND  
RAY MORGAN COMPANY

WHEREAS, an agreement was entered into the 5<sup>TH</sup> day of June, 2017 by and between the COUNTY OF TRINITY, and RAY MORGAN COMPANY, to provide copier maintenance services; and

WHEREAS, the parties wish to remove four copiers from the maintenance agreement; and

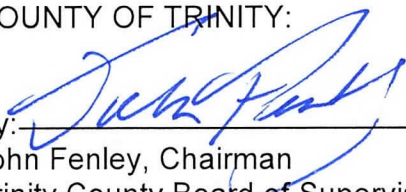
WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to replace the MULTIPLE EQUIPMENT MAINTENANCE SUPPLEMENT with ATTACHMENT A.

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

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 16<sup>th</sup> day of May, 2017.

COUNTY OF TRINITY:

By:   
John Fenley, Chairman  
Trinity County Board of Supervisors

CONTRACTOR:

By: 

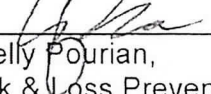
Date: 05/16/2017

Date: 6/23/17

Approved as to Form:

By: approved electronically  
Angela Bickle, Auditor/Controller

Date: 5/3/17

By:   
Shelly Pourian,  
Risk & Loss Prevention Manager

Date: 5/5/17

By: approved electronically  
Margaret Long, County Counsel

Date: 5/10/17



Ray Morgan Company  
Copier Maintenance Service Agreement  
Attachment A

Model #	Serial #	Machine ID #	BW Start Meter	CLR Start Meter	Estimated Annual Volume	Minimum Volume Per Billing Cycle	Minimum Charge Per Billing Cycle	Pool	BW Overage Per Copy Charge	CLR Overage Per Copy Charge
SCX-6555N	9D61BJEDS0000H	103266	2,956		18,000	per image	per image	BW Pool 15	\$ 0.009200	\$
SL-K7500	082VB1DGC0001NA	131752			16,812	per image	per image		\$ 0.009200	\$
SL-K7600	082XB1DGC00011Z	131753			96,564	per image	per image		\$ 0.009200	\$
SL-K7600	082XB1DGC0000ZD	131755			61,680	per image	per image		\$ 0.008200	\$
SL-X7500	082SB1DGB0003BZ	131756			58,680	per image	per image		\$ 0.008300	\$ 0.063000
IR 5570	KHT00023	28491			70,548	per image	per image	BW Pool 2	\$ 0.012079	\$
IR 3235	DFW06067	64538			24,276	per image	per image	BW Pool 11	\$ 0.016700	\$
IR C5035	GNW11988	66166			37,908 BLK 35,412 CLR	per image	per image	BW Pool 14	\$ 0.010469	\$ 0.099000
IR 5055	CXT01713	67201			16,716	per image	per image	BW Pool 13	\$ 0.009300	\$
IR 7095	SHX13996	68462			122,544	per image	per image	BW Pool 5	\$ 0.007853	\$
SCX-5935	Z59HBJIC80003SA	93510			22,800	per image	per image	BW Pool 16	\$ 0.014000	\$
SCX-5935	Z59HBJIC80003PD	93512			12,000	per image	per image	BW Pool 16	\$ 0.014000	\$



TECHNOLOGY SOLUTIONS YOU CAN TRUST

CUSTOMER EXCELLENCE SINCE 1956

03/16/2017

Attn: Mike Martin  
 Trinity County Auditor  
 PO Box 1230  
 Weaverville, CA 96093-1230

Re : 18405-05 , All Inclusive

**NEW PURCHASE ORDER REQUIRED**

As a reminder, your maintenance agreement is in need of a new purchase order for Contract # 18405-05, running 07/01/2017 through 06/30/2018. For reference, the current purchase order # is 14-115-1 CAO, set to expire on 7/1/2017.

Thank you for your loyalty as a Ray Morgan Company customer. To assist in preparation of your new purchase order, below please find your covered copies, volume and rate table. Your base rate and copies included are represented as per month. The actual billing cycle is listed under "Base Type". For example: If the contract base type is quarterly, the base rate will be billed 3x the monthly base rate and include 3x the copies included in the table. For PO purposes only, please encumber \$10,711.04 + tax. Sales tax is calculated with 34% of the agreement being taxed at your current sales tax rate. All other terms and conditions of the original agreement (or subsequent agreement if applicable) will remain in effect.

Item	Equip ID	Serial Number	Ship To Name	Location Info	Base Type	Monthly Base Rate	Overage Type	BW Group Name	Monthly BW Copies Included	BW Group Rate	CLR Group Name	Monthly CLR Copies Included	CLR Rate
IR 2800	23839	MPJ17806	Trinity County Family Supp	Child Support Services			Monthly	BW Pool 1		\$0.0256			
SCX-5935NX	93510	Z59HBJIC80003SA	Trinity County District Attorney				Monthly	BW Pool 10		\$0.0161			
SCX-5935NX	93512	Z59HBJIC80003PD	Trinity County Personnel				Monthly	BW Pool 10					
SCX-6555N	103266	9D61BJED50000HE	Trinity County HHS Admin Fiscal				Monthly	BW Pool 11		\$0.0106			
SL-K7500GX	131752	082VB1DGC0001NA	Trinity County HHS Admin Fiscal				Monthly	BW Pool 12		\$0.0095			
SL-X7500GX	131756	082SB1DGB0003BZ	Trinity County Gen Serv				Monthly	BW Pool 12			CLR Pool 3		\$0.0725
SL-K7600GX	131753	082XB1DGC00011Z	Trinity County HHS Admin Fiscal				Monthly	BW Pool 13		\$0.0094			
SL-K7600GX	131755	082XB1DGC0000ZD	Trinity County Sheriff				Monthly	BW Pool 13					
IR 5570	28491	KHT00023	Trinity County District Attorney				Monthly	BW Pool 2		\$0.0139			
IR 5070	29354	SXP19511	Trinity County BHS	Behavior Health Services			Monthly	BW Pool 3		\$0.0144			
IR 7095	68462	SHX13996	Trinity County				Monthly	BW Pool 4		\$0.0090			
IR 5000	140526	MPL70650	Trinity County Probation	Probation Dept			Monthly	BW Pool 5		\$0.0173			
IR 3235	64538	DFW06067	Trinity County Assessors Office				Monthly	BW Pool 6		\$0.0192			
IR C3200 PRINTER	76714	MSL90348	Trinity County Admin	CAO			Monthly	BW Pool 7		\$0.0474	CLR Pool 1		\$0.1369
IR 5055 V2	67201	CXT01713	Trinity County Tax Collector				Monthly	BW Pool 8		\$0.0107			
IR C5035B	66166	GNW11988	Trinity County Planning				Monthly	BW Pool 9		\$0.0120	CLR Pool 2		\$0.1139

Please contact me if you would like to make any volume changes to your contract, otherwise, please submit your new purchase order referencing your maintenance agreement # 18405-05 by:

Scan to email to [contracts@raymorgan.com](mailto:contracts@raymorgan.com)

Faxing 530-781-1008

US Mail Attn: Tina Peters, Ray Morgan Company, 3131 Esplanade, Chico CA 95973.

At the Ray Morgan Company we are constantly looking for ways to decrease clients overall costs while streamlining associated billing. Please take a moment to review the enclosed brochure on our Managed Print Services (MPS) program. If you have not already taken advantage of this valuable service, I would greatly appreciate the opportunity to discuss how an implementation, consolidated with your



current agreement, may benefit Trinity County Auditor.

Thank you again for your continued business.

Sincerely,

Tina Peters  
Contract/Aftermarket Manager  
530-230-4827 Direct  
800-640-6065 x 4827 Toll free  
530-781-1008 Fax  
[tpeters@raymorgan.com](mailto:tpeters@raymorgan.com)

P.S. We always try to notify the right person about agreement renewals, but sometimes things change. If you have received this letter in error, we would appreciate your forwarding it to the correct person or contact us at the number provided so that we may update our records.

DocuSigned by:

*Mike Martin*

Customer Signature X \_\_\_\_\_

D757237D0C9349F...

AMENDMENT NO. 1  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
RAY MORGAN COMPANY

CONTRACT NUMBER <b>14-115.1</b>	<b>A/C</b>
<b>COUNTY ORIGINAL</b>	

WHEREAS, a Contract was entered into the 5th day of June, 2014 by and between the COUNTY OF TRINITY, and Ray Morgan Company, to provide copier maintenance services; and

WHEREAS, the contract covers multiple copiers; and

WHEREAS, the parties wish to change the list of covered copiers; and

WHEREAS, the Contract provides for amendments;

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

1. Remove from MULTIPLE EQUIPMENT MAINTENANCE SUPPLEMENT

MODEL #	SERIAL #	Machine ID#	BW Start Meter	CLR Start Meter	ESTIMATED ANNUAL VOLUME	MINIMUM VOLUME PER BILLING CYCLE	MINIMUM CHARGE PER BILLING CYCLE	POOL (If app.)	BW OVERAGE/ PER COPY CHARGE	CLR OVERAGE/ PER COPY CHARGE
IR 5020I SET	JCM00578	2212			37,332	per image	per image	BW Pool 10	\$ 0.010890	\$ -
IR 600	NLE24022	23452			61,860	per image	per image	BW Pool 3	\$ 0.017555	\$ -
IR 5000	MPL74891	22655			95,196	per image	per image	BW Pool 7	\$ 0.015054	\$ -
IR 7095 V2	CBS13281	60364			220,356	per image	per image	BW Pool 9	\$ 0.007139	\$ -

2. Add to MULTIPLE EQUIPMENT MAINTENANCE SUPPLEMENT

MODEL #	SERIAL #	Machine ID#	BW Start Meter	CLR Start Meter	ESTIMATED ANNUAL VOLUME	MINIMUM VOLUME PER BILLING CYCLE	MINIMUM CHARGE PER BILLING CYCLE	POOL (If app.)	BW OVERAGE/ PER COPY CHARGE	CLR OVERAGE/ PER COPY CHARGE
Samsung SL-X7500GX	TBD	TBD			95,196	per image	per image	TBD	\$ 0.008300	\$ 0.063000
Samsung SL-K7600GX	TBD	TBD			61,800	per image	per image	TBD	\$ 0.008200	\$ -
Samsung SL-K7600GX	TBD	TBD			84,000	per image	per image	TBD	\$ 0.008200	\$ -
Samsung SL-K7500GX	TBD	TBD			37,200	per image	per image	TBD	\$ 0.008300	\$ -

3. Ray Morgan Company will provide an updated MULTIPLE EQUIPMENT MAINTENANCE SUPPLEMENT upon assignment of new equipment.

4. **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** insurance policy 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. The Certificate Holder and Additional Insured should read as follows:

Trinity County  
P O Box 1613  
Weaverville, CA 96093

- b. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial **automobile** liability coverage including non-owned and hired automobile liability in the amount of \$300,000 per accident for bodily injury and property damage

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage. 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.

5. **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 shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.
6. **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 A, which is hereby incorporated by reference.
7. 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 7<sup>th</sup> day of June, 2016.

COUNTY OF TRINITY

By: 

L. Karl Fisher, Chairman  
Board of Supervisors

CONTRACTOR

By:  6/10/16

MIKE DRAKULIC VP SALES - NORTH

Approved as to Form:

By: [Signature]  
Angela Bickle, Auditor/Controller

Date: 5/23/16

By: attached  
Shelly Pourian,  
Risk & Loss Prevention Manager

Date: \_\_\_\_\_

By: attached  
Margaret Long, County Counsel


Date: \_\_\_\_\_



Approved as to Form:

By: attached  
Angela Bickle, Auditor/Controller

Date: \_\_\_\_\_

By:   
Shelly Pourian,  
Risk & Loss Prevention Manager

Date: 5-25-16

By: attached  
Margaret Long, County Counsel

Date: \_\_\_\_\_

Approved as to Form:

By: attached  
Angela Bickle, Auditor/Controller

Date: \_\_\_\_\_

By: attached  
Shelly Pourian,  
Risk & Loss Prevention Manager

Date: \_\_\_\_\_

By: [Signature]  
Margaret Long, County Counsel

Date: 5/24/16

EXHIBIT "A"

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.

*Rmc***Ray Morgan Company****Canon**

3131 Esplanade, Chico, CA 95973

PH: (530) 343-6065

FAX: (530) 343-9470

**MAINTENANCE AGREEMENT**

Date: 6/5/2014

Purchase Order#

Contract #

18405

RMC Account Rep:

Tina Peters

(Include hard copy if PO is required)

BILL TO: 6231300

SHIP TO: 6231300

Company Name: Trinity County Auditor  
 Department:  
 Address: Po Box 1613  
 City: Trinity County:   
 State: CA Zip: 96093  
 Phone #: 530-623-1382 Fax:   
 Contact: Rachel Sanger  
 Email Address: rsanger@trinitycounty.org

Company Name: Same  
 Department: Various Sites  
 Address:   
 City: County:   
 State: Zip:   
 Phone #: Fax:   
 Contact:   
 Email Address:

AGREEMENT START DATE: 2/1/2014-6/30/2015

This maintenance plan is effective for 17 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears.

Meter Contact Information: (for those not pulling electronically)

Contact Name:   
 Phone Number:   
 Email Address:   
 Primary Service Tech:

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- ☐ STANDARD (GF) (Includes all parts & labor; Excludes ALL consumables.) ☐ Excludes Drum (GP)
- ☒ BUNDLED (AI) - including KIP Wide Format w/ paper (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- ☐ Wide Format "Plus" (AIP) (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- ☐ NON-STANDARD (TO) (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

## COVERED EQUIPMENT

COVERED EQUIPMENT	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	MINIMUM VOLUME CHARGE PER MONTH	MINIMUM CHARGE PER MONTH	OVERAGE/PER COPY CHARGE
Please see supplement for inventory list & rates			per image	per image	

QUANTITY OF TONER INCLUDED IN AGREEMENT: per mfg specs  
 In the case of supply inclusive agreements, RMC will supply to the Customer toner free of charge according to the Manufacturer's Published Yield per Container. At RMC's discretion, RMC may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

RENEWAL: YES ☒ NO ☐

BILLING CYCLE - Bases

BILLING CYCLE - Meters

- ☐ Monthly ☐ Annual  
☐ Quarterly ☐ Semi-Annual  
☒ No base billing

- ☒ Monthly ☐ Annual  
☐ Quarterly ☐ Semi-Annual

Minimum Total Per MONTH

per image

(Plus Applicable Taxes)

## SPECIAL INSTRUCTIONS

This contract supercedes/replaces all other contracts with the county. As new machines are acquired they will be automatically added to this contract to this Master Agreement. Agreement will automatically renew for 12 successive months provided there are no changes to the rates, terms or conditions. In the event there are changes a new agreement will be required.

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of RAY MORGAN COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course or dealing or other conduct of custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X  CUSTOMER SIGNATURE

Wendy G. Tyler, County Administrative Officer

TITLE

DATE

X  RMC APPROVAL

Contract Mgr.

TITLE

DATE

APPROVED		
AS TO FORM	INITIAL	DATE
CC		
AUD		
CAO		

attached  
 WT 6/11/14

Page 1 of 2  
v. 7.3 5/25/13





# Ray Morgan Company

Canon

3131 Esplanade, Chico, CA 95973 PH: (530) 343-6065 FAX: (530) 343-9470

## MAINTENANCE AGREEMENT

Date: 6/5/2014

Purchase Order#

(Include hard copy if PO is required)

Contract #

18405

RMC Account Rep:

Tina Peters

BILL TO: 6231300

Company Name: Trinity County Auditor  
Department:  
Address: Po Box 1613  
City: Trinity County:  
State: CA Zip: 96093  
Phone #: 530-623-1382 Fax:  
Contact: Rachel Sanger  
Email Address: rsanger@trinitycounty.org

SHIP TO: 6231300

Company Name: Same  
Department: Various Sites  
Address:  
City: County:  
State: Zip:  
Phone #: Fax:  
Contact:  
Email Address:

Meter Contact Information: (for those not pulling electronically)

Contact Name:  
Phone Number:  
Email Address:  
Primary Service Tech:

AGREEMENT START DATE: 2/1/2014-6/30/2015

This maintenance plan is effective for 17 months from the agreement start date (not a date if applicable). Base charges are payable in advance with overages billed in arrears.

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- ☐ STANDARD (GF) (Includes all parts & labor; Excludes ALL consumables.) ☐ Excludes Drum (GP)
- ☒ BUNDLED (AI) - including KIP Wide Format w/o paper (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- ☐ Wide Format "Plus" (AIP) (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- ☐ NON-STANDARD (TO) (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

### COVERED EQUIPMENT

COVERED EQUIPMENT	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	MINIMUM VOLUME CHARGE PER MONTH	MINIMUM CHARGE PER MONTH	OVERAGE/PER COPY CHARGE
Please see supplement for inventory list & rates			per image	per image	

Minimum Total Per MONTH  
(Plus Applicable Taxes) per image

QUANTITY OF TONER INCLUDED IN AGREEMENT per mfg specs  
In the case of supply inclusive agreements, RMC will supply to the Customer toner free of charge according to the Manufacturer's Published Yield per Container. At RMC's discretion, RMC may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

RENEWAL: YES ☒ NO ☐

### BILLING CYCLE - Bases

- ☐ Monthly ☐ Annual  
☐ Quarterly ☐ Semi-Annual  
☒ No base billing

### BILLING CYCLE - Meters

- ☒ Monthly ☐ Annual  
☐ Quarterly ☐ Semi-Annual

### SPECIAL INSTRUCTIONS

This contract supercedes/replaces all other contracts with the county. As new machines are acquired they will be automatically added to this contract to this Master Agreement. Agreement will automatically renew for 12 successive months provided there are no changes to the rates, terms or conditions. In the event, there are changes a new agreement will be required.

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. The terms and conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of RAY MORGAN COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course of dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X

CUSTOMER SIGNATURE

TITLE

DATE

X

Print Name

RMC APPROVAL

TITLE

DATE

APPROVED	INITIAL	DATE
ASTO FORM		
CC		6/13
AUD	QB	7/1/14
CAO		

Page 1 of 2  
7/3/2013

14-15 CAO  
COUNTY ORIGINAL



## RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the Ray Morgan Company (RMC) will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitation conditions listed in the front page of this document. The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12 month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without RMC's prior written consent. RMC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any overage copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, RMC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that RMC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. RMC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by RMC staff during its regular business hours (8:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
  - a) repairs resulting from causes other than normal use; Customer's willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
  - b) repairs made necessary by service performed by personnel other than an RMC representative, or
  - c) work which the customer requests to be performed outside regular business hours, or
  - d) reconditioning or modification to the equipment except those specified by RMC's Technical Service Department to assure greater performance of the equipment

All of the foregoing shall be invoiced in accordance with RMC's established per call rates and part charges then in effect. Additionally, RMC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by RMC shall become the property of RMC. RMC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise RMC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by RMC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as clearing the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of RMC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by RMC. If correct meter readings are not provided timely, RMC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. RMC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. In addition, RMC may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data to be used for servicing the equipment, billing meters, supply replenishment or product improvement purposes. Automatic transmitted data may include, but is not limited to, product registration, meter reads, supply level, equipment settings, and problem/fault code data. All such data shall be transmitted in a secure manner specified by RMC.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by RMC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, RMC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to RMC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the Ray Morgan Company the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
  - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
  - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
  - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to RMC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. RMC shall have 30 days to correct the problem. If RMC has not corrected the problem within 30 days, Customer may notify RMC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by RMC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the Ray Morgan Company until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the Ray Morgan Company all unused supplies provided under this agreement including toner and photoconductor.
- 12 RMC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall RMC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to RMC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to RMC unpaid. Upon default of any payment or any other aspect of this Agreement, RMC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon RMC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by RMC's General Manager

Customer Initials

Page 2 of 2  
v 7.3 6/25/16



**Ray Morgan Company****Canon****MULTIPLE EQUIPMENT MAINTENANCE SUPPLEMENT**

Date: 6/5/2014

Sales Representative: Tina Peters

BILL TO: 6231300

Notes:

Company Name: Trinity County Auditor

Department:

Address: Po Box 1613

City: Trinity

State: CA Zip 96093

Phone #: 530-623-1382 Fax

Contact: Rachel Sanger

SHIP TO: 6231300

Samsung 6555 is being newly added with the meter provided. All others have existing billing and meters. The meters will pick up from the last billed meter.

**COVERED EQUIPMENT**

MODEL #	SERIAL #	Machine ID #	BW Start Meter	CLR Start Meter	ESTIMATED ANNUAL VOLUME	MINIMUM VOLUME PER BILLING CYCLE	MINIMUM CHARGE PER BILLING CYCLE	POOL (If app.)	BW OVERAGE/ PER COPY CHARGE	CLR OVERAGE/ PER COPY CHARGE
IR 2800	MPJ17806	23839			44,448	per image	per image	BW Pool 1	\$ 0.022226	\$ -
IR 5020I SET	JCM00578	2212			37,332	per image	per image	BW Pool 10	\$ 0.010890	\$ -
IR 3235	DFW06067	64538			24,276	per image	per image	BW Pool 11	\$ 0.016700	\$ -
IR C3200 PRINTER	MSL00348	76714			5025 BLK 4452 CLR	per image	per image	BW Pool 12	\$ 0.014900	\$ 0.119
IR 5055 V2	CXT01713	67201			16,716	per image	per image	BW Pool 13	\$ 0.009300	\$ -
IR C5035B	GNW11988	66166			37,908 BLK 35,412 CLR	per image	per image	BW Pool 14	\$ 0.010469	\$ 0.099
IR 5570	KHT00023	28491			70,548	per image	per image	BW Pool 2	\$ 0.012079	\$ -
IR 600	NLE24022	23452			61,860	per image	per image	BW Pool 3	\$ 0.017555	\$ -
IR 5070	SXP19511	29354			102,720	per image	per image	BW Pool 4	\$ 0.012548	\$ -
IR 7095	SHX13996	68462			122,544	per image	per image	BW Pool 5	\$ 0.007853	\$ -
IR 5000	MPL61862	24058			29,268	per image	per image	BW Pool 6	\$ 0.015054	\$ -
IR 5000	MPL74891	22655			95,196	per image	per image	BW Pool 7	\$ 0.015054	\$ -
IR 5000	MPL70659	22330			68,640	per image	per image	BW Pool 8	\$ 0.015054	\$ -
IR 7095 V2	CBS13281	60364			220,356	per image	per image	BW Pool 9	\$ 0.007139	\$ -
Samsung cx6555	9D618JED50000HE	103266	2,956		18,000	per image	per image	BW Pool 15	\$ 0.009200	\$ -
Samsung 5935	Z59HBJC80003SA	93510			22,800	per image	per image	BW Pool 16	\$ 0.014000	\$ -
Samsung 5935	Z59HBJC80003PD	93512			12,000	per image	per image	BW Pool 16	\$ 0.014000	\$ -
Minimum Total Per Billing Cycle (Plus Applicable Taxes)						-	\$ -			





**NBA**  
**ROUTING FORM**  
COUNTY ADMINISTRATIVE OFFICE

**DATE:** 6/11/14

**PREPARED BY:** Rachel Sanger

**DEPARTMENT:** Administration

**RECEIVED**  
JUN 11 2014

Trinity County  
Administrator's Office

---

**NAME OF CONTRACTOR:** Ray Morgan Company

**DISCUSSION:** This maintenance agreement supersedes existing Ray Morgan maintenance contracts and places all county machines included in the Working Copier Trust under one contract instead of several contracts. It also allows us to add any future machines to this contract instead of having multiple contracts which is less efficient and difficult to track.

**FISCAL IMPACT:** None

**SOURCE OF FUNDING:** N/A

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**CLERKS USE ONLY:**

CONTRACT/AMEND NO: 14-115

6/12 DP (DP)

**AMENDMENT NO. 6  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
(NO. 14-115)  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
RAY MORGAN COMPANY**

WHEREAS, a Contract was entered into the 5<sup>TH</sup> day of June, 2014, amended on the 7<sup>TH</sup> day of June, 2016, amended on the 16<sup>th</sup> day of May, 2017, amended on the 3<sup>rd</sup> day of January, 2020, amended on the 16<sup>th</sup> day of April, 2021 by and between the COUNTY OF TRINITY, and RAY MORGAN COMPANY, to provide service maintenance; and

WHEREAS, the agreement automatically renews; and

WHEREAS, the parties wish to:

1. Add to the terms of the automatic renewal of the contract

WHEREAS, the Contract provides for amendments;

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

1. This agreement will automatically renew each year with rates for copy charges provided by the contractor not to exceed 10% change each year. The contractor will provide the new rates to the Auditor Controller's office via email to confirm invoice charges are correct according to the current rates for the applicable year. Should Contractor need to increase any given rate by a factor larger than 10%, such change will require written approval in the form of amendment signed by the COUNTY OF TRINITY.

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

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 6 to be executed on this 3rd day of August, 2021.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By \_\_\_\_\_  
Richard Kuhns, Psy.D  
County Administrative Officer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Margaret Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson, Director  
Human Resources/Risk Management

## TRINITY COUNTY

### Item Report 2.2

Meeting Date: 8/17/2021

Department:  
Behavioral Health Services

Contact:  
Connie Cessna Smith

Phone:  
530-623-1362

2.2 Agreement: Environmental Alternatives Family Services dba EA Family Services (21-092)

#### **Requested Action:**

Approve an agreement with EA Family Services to provide Mental Health Treatment Services for seriously emotionally disturbed (SED) children and youth.

#### **Fiscal Impact:**

No impact to the General Fund; up to \$50,000 from Mental Health Funding.

#### **Summary:**

Trinity County Behavioral Health is required by DHCS to provide Mental Health Treatment to Trinity County Youth within the foster care system. A Trinity County Youth has been placed in this facility, and a contract is required to allow payment for services. Denial of this agreement would leave TCBHS out of compliance with DHCS regulations.

#### **Alternatives Including Financial Implications:**

Deny the agreement and provide direction to staff.

#### **Departmental Recommendation:**

Approve the Agreement as requested.

#### **ATTACHMENTS:**

Description

Agreement - EA Family Services

**STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
ENVIRONMENTAL ALTERNATIVES FAMILY SERVICES, dba EA FAMILY  
SERVICES**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 1<sup>st</sup> day of June 2021, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **ENVIRONMENTAL ALTERNATIVES FAMILY SERVICES, dba EA FAMILY SERVICES**, a youth social services organization. ("Contractor").

**RECITALS**

WHEREAS, County desires to retain a person or firm to provide the following services: Mental Health Treatment Services for Seriously Emotionally Disturbed (SED) children and youth, including eligible Trinity County Medi-Cal beneficiaries; and

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

**AGREEMENT**

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

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
  - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
  - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. **COUNTY FURNISHED SERVICES:** The County agrees to:
  - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

- B. Make available to Contractor those services, supplies, equipment, and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
- C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on April 1<sup>st</sup>, 2021 and shall terminate on June 30<sup>th</sup>, 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 June 30<sup>th</sup>, 2022. 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 \$50,000, 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 and malpractice coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.]

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

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

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

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

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

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000



per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XIII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

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

- XVII. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVIII. **TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XIX. **TERMINATION:**
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
  - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.
  - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
  - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and

employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

- XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.
- XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. SEVERABILITY: If any provision of this 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
Exhibit C	Health Insurance Portability and Accountability Act Supplement
Exhibit D	Ownership Disclosure
Exhibit E	Medi-Cal Requirements

- 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:

**ENVIRONMENTAL ALTERNATIVES  
DbA EA Family Services  
P.O. BOX 3940  
QUINCY, CA 95971**

[signature page to follow]

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

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY CONTRACTOR**

#### **SCOPE OF WORK**

Environmental Alternatives Family Services (EA), hereafter referred to as EA or Contractor, will provide Mental Health Treatment Services for seriously emotionally disturbed (SED) children and youth, including eligible Trinity County Medi-Cal beneficiaries, placed in EA's Diamond Peak Short-Term Residential Therapeutic Program (STRTP) located in Susanville, CA, as defined by Title 22 regulations.

The highly structured program is designed to manage the severe emotional and behavioral disturbances of the children requiring more restrictive services. The program will be designed to treat children and youth who have experienced multiple placement failures and who are the most resistive to treatment.

All Children and youth who meet medical and necessity criteria according to Title 9, Chapter 11; Medi-Cal Specialty Mental Health Services shall receive the following services: Mental Health Services as defined in **Section 10.227 of Title 9 of the CA Code of Regulations**, medication support services as defined in **Section 1810.209 of Title 9 of the CA Code of Regulations**, Targeted Case Management as defined in **Section 1810.249 of the CA Code of Regulations**.

The intensities of the psychological and social disorders of the children and youth necessitate the need for intensive specialty mental health services. Each child will receive the certified Medi-Cal services in the category and amount appropriate for that child's individual need. The EA STRTP will maintain the Medi-Cal certification through Trinity County Behavioral Health (TCBHS). Documentation of services fulfills all Medi-Cal criteria and PCBH documentation standards.

#### ***EA will provide services to children and youth enrolled in the STRTP as follows:***

1. **Mental Health Assessment:** within five (5) Calendar days of arrival at the facility, every child/youth in a STRTP shall have a completed and signed mental health assessment in a manner consistent with Medi-Cal and STRTP regulations.
  - a. The STRTP may use a prior mental health assessment provided the assessment was performed within the 60-day period preceding the date of the child/youth arriving at the STRTP.
  - i. The mental health assessment must have been conducted or certified by an interagency placement committee in compliance with the **Welfare and Institutions Code Section 4096**, a licensed mental health professional, or an otherwise recognized provider of mental health services within their scope of practice.

- ii. A licensed mental health professional must review the prior assessment within five (5) days of the child/youth being admitted to the STRTP and shall determine whether to sign and accept the prior assessment or whether conducting a more current mental health assessment is clinically appropriate; and
    - iii. As part of the review referenced in paragraph (II) of this subdivision, the licensed mental health professional must determine whether the prior clinical assessment contains all of the applicable information required in subdivision (b) or whether it is necessary to supplement the previous assessment before signing and accepting it.
  - b. A mental health assessment meeting the requirements of this section shall satisfy the assessment documentation requirements for Medi-Cal beneficiaries.
  - c. In the case of an emergency placement pursuant to **Welfare and Institutions Code section 11462.01(h)(3)**, a licensed mental health professional shall make a written determination whether or not the child requires the level of services and supervision provided at the STRTP to meet their behavioral and mental health services needs. The determination shall occur as soon as possible after the child arrives at the STRTP, but no later than 72 hours from the time the child arrives at the facility. Until a licensed mental health professional determines the child shall have one-on-one observation at all times or be physically separated from other children in the program. During this time, the child shall receive all serviced and programming required in these regulations.
2. **Admission Statement:** The contractor's Head of Service or acting Head of Service shall sign an admission statement within five days of each admission to the STRTP. In the statement, the Head of Service shall affirm he or she has read the mental health assessment, has considered the needs and safety of the child/youth and of the children/youth already admitted to the STRTP, and based on these considerations, affirms that admitting the child/youth is appropriate. The admission statement shall affirm the child meets the criteria for admission established in **CA Welfare and Institutions Code section 11462.01(b)**.

3. **Treatment Plan:** Each child/youth admitted to a STRTP shall have a treatment plan reviewed and signed by a licensed mental health professional, waived/registered professional, or the Head of Services within ten (10) calendar days of the arrival at the STRTP. The treatment plan shall include all required items per the Version II Interim STRTP Regulations. The treatment plan will be reviewed by a member of the STRTP mental health program staff at least every thirty (30) days. The member of the STRTP mental health program staff that completes the review shall document the review in the client record and include whether it is necessary to make changes to the treatment plan. The STRTP shall provide a copy of the treatment plan to the child/youth's placing agency with ten (10) calendar days of the request of the placing agency and in compliance with applicable privacy laws.
4. **Child and Family Team Meetings:** Contractor will attend all Child and Family Team meetings for children/youth residing at their facility. Although CFT's are the responsibility of the Placing Agency, it is the responsibility of the Contractor to ensure a CFT Meeting is conducted every ninety (90) days when ICC services are provided.
5. **Progress Notes:** for each child, the STRTP shall ensure that there is a minimum of one (1) written daily mental health progress note. In addition to the daily mental health progress note, the STRTP mental health program staff shall write a progress note whenever there is a significant change in condition or behavior, or a significant event involving the child/youth. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall be maintained in the child/youth's client record. Within 72 hours of providing the services, progress notes shall be signed (or electronic equivalent) and dated by the mental health program staff member(s) who provided the services. Data entry will be scanned and emailed to PCB H for processing into EHR.
6. **Medication Control and Monitoring:** A prescribing physician shall examine each child/youth prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications contributing to the child's mental health condition. This examination shall be noted in the child/youth client record.



- a. As clinically appropriate, the prescribing physician shall sign a written medication review for each child prescribed psychotropic medication at the time the medication is prescribed and at least every forty-five (45) days thereafter as long as the child/youth is on the medication. The medication review shall include the items listed in the STRTP regulations for Medication Control and Monitoring. This review may be prepared by a mental health program staff member acting within the scope of his or her practice and shall be included in the client record.
- b. At least every ninety(90) days, and as clinically appropriate, a psychiatrist shall review the course of treatment for all children/youth who are not on psychotropic medication. Review results will be included in a progress note signed by the psychiatrist at the completion of the review.
- c. Psychotropic medications for a child/youth placed in a STRTP shall be administered in accordance with all applicable state and federal laws, including but not limited to laws related to authorization, administering and dispensing medication, psychotropic medication, storage and disposal, informed consent, documentation of informed consent, and **CA Welfare and Institutions Code Sections 369.5 and 739.5**.
- d. A member of the mental health program staff shall document the following in each client record: the date and time the child/youth has ingested any prescribed or non-prescribed medication and any side-effects the child/youth has experienced either reported by the child/youth or as observed by the mental health program staff member.
- e. The mental health program shall comply with **CA Code Regulations, Title 22, Section 80075**.

7. **Mental Health Treatment Services:** The Contractor shall make available for each child/youth, structured mental health treatment services in the day and evening, seven days per week, in accordance with the needs and services plan. The STRTP admitting Medi-Cal beneficiaries shall ensure the following minimum mental health treatment services are available to all clients in the mental health program.

- a. **Mental Health Services:** All children/youth living in the STRTP shall receive mental health services such as individual therapy (with out without family present), group therapy, rehabilitation services, collateral

services , intensive care coordination (ICC) services, intensive home based mental health services (IHBS), and therapeutic behavioral services (TBS).

- b. **Medication Support Services:** A prescribing physician shall examine each child/youth placed in a STRTP prior to prescribing any psychotropic medication. The exam will include a screening to determine whether there are potential medical complications that may contribute to the mental health condition.
- c. **Crisis Intervention Services:** Children/youth living in a STRTP may also receive crisis intervention services as needed. As the planned treatment progresses, it is expected the need for crisis intervention services will diminish and may eventually not be needed.
- d. **Targeted Case Management:** Children/youth living in a STRTP may also receive targeted case management services to help them reach their mental health goals, provide education on mental health issues, and link them to services such as substance abuse services, special education services, and other community-based service organizations.

*A mental health program admitting Medi-Cal Beneficiaries shall ensure Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Supplemental Specialty Mental Health Services as defined in **Section 1810.215 of Title 9 of the California Code of Regulations** are available to all Medi-Cal beneficiaries in the program.*

- 8. **Clinical Review Report & Transition Determination:** A licensed mental health professional shall perform a clinical review of the status and progress in treatment every ninety (90) days to determine whether the child/youth should remain in the program or be transitioned to a different level of care. The licensed mental health professional shall make the determination in consultation with the placing agency or agencies, if applicable. A report documenting this clinical review shall be maintained in the client record. The clinical review report shall include:
  - a. A summary of the types and frequency of services provided and the impact of these services on the child/youth's achievement of the goals outlined in the treatment plan.
  - b. Justification for the decision for continues stay or transition of the child/youth based on the client record and licensed mental health professionals' s clinical opinion.

- c. A transition determination plan shall be developed, completed, and signed by a member of the EA STRTP staff prior to the date of the child/youth transitions out of the STRTP. A copy shall be provided, as applicable, to the parent, guardian conservator, or person identified by the courts to participate in the decision to place the child in the STRTP.

The STRTP mental health program staff shall meet at least once every ninety (90) days, or more often if needed to discuss the diagnosis, mental health progress, treatment planning and transition planning for the child/youth. Prior to or during each meeting, the STRTP mental health program staff shall obtain information from direct care staff about their observation, if any for the child/youth. The Head of Services or a licensed mental health professional or waiver/registered professional shall attend each meeting along with other mental health professional staff that provide mental health services to the child/youth. The meetings should include the most active and informed members of the mental health program staff responsible for the mental health treatment.

Contractor staff will adhere to all federal, state and county regulations and guidelines for the provision and documentation of services, so that the County may receive the appropriate maximum Medi-Cal reimbursement. Disallowances will be subtracted from total units of service.

9. **Reimbursable Services:** All state legislative training requirements for employees will be met and all Medi-Cal regulation will be followed. Contractor staff will adhere to all federal, state, and county regulations and guidelines for the provision and documentation of services, so that the County may receive the appropriate maximum Medi-Cal reimbursement. PCBH reserves the right to recover payment for disallowances and unbilled services.
10. **Cultural Competency:** TCBHS has committed to the recognition and appreciation of cultural diversity among service delivery staff, clients and community partners. Contractors are expected to make every effort to provide services in a primary preferred language. Forms, documents, and brochures will be available in the preferred language. Contractors will provide services to children, youth and their family in a culturally competent manner. Upon request, Contractor will present evidence of cultural sensitivity training provided to their staff.

**11. Measurement of Individual Outcomes:**

- a. The child and adult needs and strengths assessment (CANSA) is an all- ages assessment tool used to support client care planning and level of care decision making, and to monitor client progress and outcomes. Contractor will assess each child/youth serviced with the CANSA at intake, every six (6) months, and at the end of treatment. Contractor will comply with all client level data requests in a format to be specified by TCBHS.
- b. The Pediatric Symptom checklist (PSC-35) is a parent/caregiver checklist designed to facilitate the recognition of cognitive, emotional, and behavioral problems so interventions can be initiated as early as possible. Contractor will administer the parent/caregiver version of the PSC-35 at intake, every six (6) months and at the end of treatment.

**12. Client Satisfaction Survey:** A survey will be conducted by the Contractor on an annual basis to measure client satisfaction and the quality of therapeutic alliances.

**13. Note Deletion:** If a note deletion is needed, the request must be sent to the TCBHS Deputy Director of Clinical Services and Compliance Manager for review.

**14. Program Staffing & Productivity:**

- a. The staffing pattern shall meet all State licensing and regulatory requirements set forth in **Title IX, Division 1, Article 3.5, Section 531 of the CA Code of Regulations**. The Head of Service shall meet the regulations in **Title IX, Sections 622-630**. There shall be an appropriate level of supervisory staff as required by regulation or statute. All staff positions which require state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the appropriate state licensing or certification board. The Contractor will maintain job description consistent with Scope of Practices for each position. In accordance with State law, the following services will only be provided by a licensed professional of the Healing Arts (LPHA) or licensed waived staff:

- Assessments and behavioral analyses
- Treatment and safety planning
- Individual and Family Therapy.

An LPHA will also be responsible for ensuring the safety of children, youth, and families in the program. The State of California defines LPHA as a Licensed Clinical Social Worker (LCSE), a Licensed Marriage & Family Therapist (LMFT), a Licensed Professional Clinical Counselor (LPCC), an Associate Clinical Social Worker (AS W), an Associate Marriage & Family Therapist (AMFT), or an Associate Professional Clinical Counselor (APCC).

Targeted case management and mental health services may be provided directly by the PLHA or by the LPHA-supervised support counselor or rehabilitation counselor. These services will provide behavioral support to children, youth and families by:

- Assisting children, youth, and families in developing new coping skills.
  - Structuring and maintaining a safe environment.
  - Connecting children, youth and families with services, and resources.
- b. Clinical Staff will maintain a minimum expected productivity rate (as measured by billable minutes of service) for all scheduled work hours.
  - c. In addition to the specific reporting requirements included within this agreement, Contractor will report:
    - Average full time equivalent (FTE) for all staff directly charged to the program. Average should be provided for each month individually within the reporting quarter.
    - Statement of actual program expenses.

#### **15. Additional Reporting Requirements:**

- a. Length of stay per individual and reported in number of days.
- b. Number of ICC services provided or delivered.
- c. Number of CFTs provided or delivered.
- d. Date of any Interagency Placement Committee (IPC) approval.
- e. Number of clients who AWOL including date of AWOL.

16. **Project Goals and Objectives:** The primary objective is for each child/youth to reach his/her optimal level of functioning and return to a less restrictive setting in the community. The goals are as follows:
- a. Achieve compliance with STRTP regulations.
    - i. All children/youth will have a signed admissions statement within five calendar days of arrival at the STRTP.
    - ii. Reduce children and youth admissions to inpatient psychiatric facilities and crisis emergency services.
    - iii. No more than 7% of children/youth will require psychiatric hospitalization while in treatment with Contractor.
    - iv. No more than 7% of children/youth will receive crisis emergency services at a county mental health crisis department.
  - b. Reduce arrests among children/youth.
    - i. No more than 7% of children/youth will be arrested or detained in a county juvenile justice center while in treatment with Contractor.
  - c. Improve the outcomes of children and youth as measured by a standardized assessment and/or checklist.
    - i. At least 70% of discharged children and youth will demonstrate a reduction in the number of CANSA score items that are scored 2 or 3.
    - ii. At least 70% of children and youth will have a reduction in symptomology on the Pediatric Symptom Checklist (PSC-3 5) at discharge.

17. **Timeliness Data Requirements:**

- a. Potential clients will be offered an initial face to face clinical assessment within 5 days of arrival at the Contractor's facility.
- b. Clients requesting psychiatric services will be offered an initial psychiatric evaluation appointment within 15 days of determination of necessity.
- c. Report each unserved client's initial request to initiate therapy or psychiatric services.
  - Date of initial request for therapy or psychiatry services.
  - Date of first offered assessment appointment to initiate therapy or psychiatry services.
  - Date of first kept assessment appointment that initiates therapy or psychiatry services.



- Date assessment is complete.
  - Date of first offered treatment appointment.
  - Date of first treatment appointment.
  - Date client is closed to services.
- d. Report average number of days between initial request for services and date services were offered.
  - e. Timeliness data will be submitted through the BHS timeliness application within 3 business days of initial request for service.
18. **Report each Notice of Adverse Benefit Determination (NOABD) Delivery System Notice of Adverse Benefit Determination (NOABD) Requirement:** Report each Notice of Adverse Benefit Determination Delivery System Notification sent to unserved beneficiaries who were not offered a face-to-face assessment with the designated business day timeframes. In these instances, NOABD's must be sent to beneficiaries within 2 business days of the initial request for service.
  19. **Network Adequacy Capacity Tool (NACT) Reporting Requirements:**
    - a. Network Adequacy Capacity Tool reporting requirements are:
      - i. Staff name, license, and job title
      - ii. Languages services are provided
      - iii. Current caseload
      - iv. Staff program assignment
  20. **Additional Training Requirements:** Child and Elder Abuse Reporting Training, Annual Recertification of CANSA and maintenance of a trained CANSA Supervisor, Child and Family Team (CFT) facilitation training (once per staff member conducting CFT's) and all trainings as outlined in the Interim STRTP Regulations (Version II).
  21. **Program Evaluation:** The effectiveness of the STRTP will be evaluated on the Contractor's achievements towards the program goals and objectives as listed about. The evaluation process will consist of progress reports to be submitted by the Contractor and Program Audits to be conducted by TCBHS. As part of program evaluation, Contractor will assist with the administration of consumer and family member satisfaction surveys as requested by TCBHS. Contractor will submit quarterly and annual data reports in a format specified by TCBHS.

**EXHIBIT B**  
**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**EA Family Services Medi Cal Mental Health Services Rates (Rural Areas)**

Medication Support	\$5.13 per minute
Mental Health Services	\$2.78 per minute
Case Management	\$2.16 per minute
Crisis Intervention	\$4.13 per minute
Targeted Case Management	\$2.16 per minute

All invoices shall be detailed, and must include:

- Clients Name
- Servers Name and ID #
- Type of Service
- Cost per minute of service
- Total Time of service
- Total Cost of Service

County can provide an example of an invoice upon request of Contractor.

## 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**  
**PROVIDER'S DISCLOSURE OF OWNERSHIP**

**CONTRACTOR** will provide the ownership disclosure statement referenced herein as "Attachment "A", Information Regarding Officers, Owners and Stockholders" prior to the Effective Date of this agreement and on an annual basis, upon any change in information, and upon request, if required by law or by Trinity County Behavioral Health Services. Legal requirements include but are not limited to Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106.

- A. Pursuant to 42 C.F.R. § 455.104, all County subcontractors/network providers must disclose ownership information set forth in subsection B(1).
- B. The County's Provider must be required to submit updated disclosures to the County upon submitting the provider application, before entering into or renewing contracts, and within 35 days after any change in the Provider's ownership or upon request of the County.
  - a. Disclosures to be Provided:
    - i. The name and address of any person (individual or corporation) with an ownership or control interest in the Provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
    - ii. Date of birth and Social Security Number (in the case of an individual);
    - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the Provider, of five percent [5%] or more interest);
    - iv. Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the same or any other Provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider has a five percent [5%] or more interest is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling ;
    - v. The name of any other disclosing entity in which the Provider or subcontractor has an ownership or control interest; and
    - vi. The name, address, date of birth, and Social Security Number of any managing employee of the Provider.

## Information Regarding Officers, Owners and Stockholders

List the names of the officers, owners, stockholders or any relatives owning more than five percent (5%) of the stock issued by Contractor, and/or major creditors holding more than five percent (5%) of the debt of the Contractor. (Title 22, CCR, Section 53250).

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*I certify that all persons employed by this company and who own more than five percent (5%) of this company or own more than five percent (5%) of the stock issued by this company, are listed above. I further certify that all creditors holding more than five percent (5%) of the debt of this company are listed above.*

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Signature

Title

Date

## **EXHIBIT E**

### **MEDI-CAL REQUIREMENTS**

#### **A. PROVIDER CERTIFICATION**

- a. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division I, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.
- b. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential prerequisite of this Agreement. Contractor represents and warrants that it is currently certified to participate in the Medi-Cal program, and that it will be and remain certified to participate in the Medi-Cal program throughout the term of this Agreement. Should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.
- c. Contractor is subject to DMH Letter No. 10-05 dated 9-3-10 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:
  - i. MHP must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.
  - ii. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

- iii. MHPs shall also provide notice regarding the authority of the California Department of Health Care Services ("DHCS") to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

## **B. BENEFICIARY ELIGIBILITY**

Contractor shall maintain and implement policies and procedures to ensure a client is a Trinity County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the beneficiary name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims.

Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

## **C. PATIENT RIGHTS**

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

- a. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CPR), Chapter IV, Subchapter C, Part 438, Subpart F, "Beneficiary Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.
- b. Contractor's beneficiary problem resolution processes shall also comply with the State Contracts.
- c. Informal complaints by beneficiaries with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by the County's or Contractor's Patients' Rights Advocate or Quality Improvement Program.
- d. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake:
  - i. State DMH Beneficiary Handbook titled "Guide to Medi-Cal Mental Health Services" describing services, beneficiary rights,

- grievance/appeal process, advance directives, and general access related information.
- ii. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department Mental Health (DMH) Letter number O1-07.
- iii. Therapeutic Behavioral Services (TBS) notification to all eligible members of the class as required by the State Department of Mental Health (DMH) Letter number 01-07.
- iv. County Mental Health Plan Directory. This may be accessed at <https://www.trinitycounty.org/Behavioral-Health>.
- e. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.
- f. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.
- g. Contractor shall keep a log of all grievances and appeals, which shall contain:
  - i. Beneficiary's name
  - ii. Grievant or Appellant's Name, if different from Beneficiary
  - iii. Date of receipt of grievance or appeal
  - iv. Nature of the problem
  - v. Final disposition of the problem or documented reason why there is not a final disposition of the problem
  - vi. The date the decision was given to the Beneficiary and to grievant or appellant, if difference from Beneficiary
 Contractor shall forward the above information regarding any grievance to the County as it occurs.
- h. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

#### **D. MEDICAL NECESSITY CRITERIA**

For clients to be served by Contractor, they must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information is in the Clinical Documentation Guide. Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, services to the client must be terminated. Further, any services provided to individuals determined to not meet medical necessity will be



denied. The following documentation is recommended for submission with all Treatment Authorization Requests (TARs) to substantiate medical necessity:

- a. Psychiatric Admission History
  - i. Must be completed within 24 hours of admission.
  - ii. Must include reason for hospitalization and an included inpatient mental health diagnosis.
  - iii. Other components may include: History of Present Illness, Social History, Past Psychiatric History, Review of Systems, Mental Status Exam, and Assessment/Plan.
- b. History and Physical
  - i. Should be completed prior to or at time of admission for medical clearance/stability.
  - ii. Components may include: Reason for review, review of systems, vitals, physical exam, labs and diagnostics, assessment/plan, and if patient is cleared for psychiatric unit admission.
- c. Treatment Plan
  - i. Must be completed within 72 hours of admission; if a hospital stay is less than 72 hours, a treatment plan is not required.
  - ii. Must include a covered inpatient mental health diagnosis.
  - iii. Must include interventions and frequencies.
  - iv. Must be signed by all participants, including the patient.
- d. Progress Notes
  - i. Each note must meet medical necessity on its own.
  - ii. It is recommended that a physician's progress note be completed for each day of service; however, if no physician note is submitted, or does not independently meet medical necessity, it is necessary to review nursing and/or other staff notes to establish necessity.
- e. Discharge Summary
  - i. Must include a covered inpatient mental health diagnosis; the diagnosis on the discharge summary is used to establish medical necessity throughout the chart.
  - ii. If the diagnosis changes at any point during a hospitalization, the date(s) on which the change occurs should be documented with supporting clinical information.

## **E. PROGRAM INTEGRITY**

### **a. Compliance Program**

The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

- i. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
- ii. Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to

ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).

- iii. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
- iv. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
- v. Effective lines of communication between the CO and the organization's employees.
- vi. Enforcement of standards through well-publicized disciplinary guidelines.
- vii. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a)(I).)

**b. Fraud Reporting Requirements**

The Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County about the following:

- i. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
- ii. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
- iii. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a)(3).)
- iv. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a)(4).)

If the Contractor identifies an issue or receives notification of a compliant concerning an incident of potential fraud, waste or abuse, in addition to notifying the County, the Contractor shall conduct an internal investigation to determine the validity of the issue/compliant, and develop and implement corrective action, if needed.

The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about the rights of employees to be protected as whistleblowers. (42 CFR 438.608(a)(6).)

The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider where there is a credible allegation of fraud.

**c. Service Verification**

Pursuant to 42 CFR 438.605(a)(5), the Contractor shall implement and maintain arrangements or procedures to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. Upon request, Contractor shall make this method and sample work available to the Director or his/her designee.

**d. Required Disclosures**

As delineated in Exhibit D of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents and individual providers, information regarding five percent (5%) or more ownership interest, persons convicted of crimes and/or business transactions.

## TRINITY COUNTY

### Item Report 2.3

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:  
Liz Hamilton

Phone:  
530-623-1265

2.3 Resolution: Confirming Local Health Emergency - Debris and Air Quality

#### **Requested Action:**

Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the 2020 wildfires.

#### **Fiscal Impact:**

No fiscal impact.

#### **Summary:**

On September 23, 2020, the Local Health Officer declared a local health emergency due to the wildfires in Trinity County and on September 29th, 2020 the Board confirmed the existence and declaration of a local health emergency.

Section 101080 of the California Health and Safety Code requires the Board to review and confirm the need for continuing a local health emergency every thirty (30) days.

It is time to review the need for the continuance of the emergency proclamation.

By confirming the continuance of the local health emergency due to the wildfires that occurred in Trinity County, the County is reinforcing the severity of our situation and will be opening the door to possible State and Federal assistance.

#### **ATTACHMENTS:**

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process

Resolution

Exhibit A

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. 2021-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 No. 2020-082, 2020-089, 2020-097, 2021-003, 2021-009, 2021-019, 2021-027, 2021-033, 2021-048, 2021-054 2021-062, 2021-069, and 2021-074 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 17<sup>th</sup> day of August 2021 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

---

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

## **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

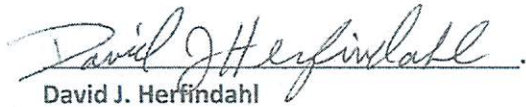
WHEREAS, Section 101080 of the California Health and Safety Code empowers the Local Health Officer to proclaim the existence or threatened existence of local health emergency when the Local Health Officer reasonably determines that the waste is a hazardous waste or medical waste, or that it may become 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 29<sup>th</sup> day of September 2020, by the Board of Supervisors 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

**TRINITY COUNTY**  
Item Report 2.4

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:  
Richard Kuhns

Phone:  
530-623-1382

2.4 Resolution: Confirming Local Health Emergency - COVID-19 (Coronavirus)

**Requested Action:**

Adopt a resolution which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Fiscal Impact:**

No fiscal impact.

**Summary:**

On March 13, 2020, the Local Health Officer declared a local health emergency due to the COVID-19 Pandemic (Coronavirus) and on March 17, 2020 the Board confirmed the existence and declaration of a local health emergency.

Section 101080 of the California Health and Safety Code requires the Board to review and confirm the need for continuing a local health emergency every thirty (30) days.

It is time to review the need for the continuance of the emergency proclamation.

By confirming the continuance of the local health emergency due to the COVID-19 Pandemic (Coronavirus), the County is reinforcing the severity of our situation and will be opening the door to possible State and Federal assistance.

**Alternatives Including Financial Implications:**

Deny the request and advise staff.

**Departmental Recommendation:**

Denial of this resolution would result in the local health emergency proclamation expiring and Trinity County not receiving assistance with the COVID-19 pandemic (Coronavirus). It is staff's recommendation that the Board adopt the resolution which confirms the continuance of and amends the local health emergency in Trinity County due to the COVID-19 pandemic.

**ATTACHMENTS:**

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process  
Resolution  
Exhibits

## 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. 2021-XXX**

**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, and 2021-075 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 17<sup>th</sup> day of August 2021, 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

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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

**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 believes 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.

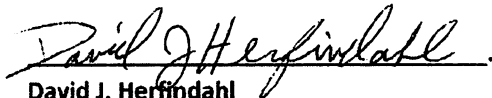
WHEREAS, the Board of Supervisors of the County of Trinity is not in session (and cannot immediately be called into session); and

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.

  
David J. Herfindahl

Health Officer, County of Trinity

Date: 13 March 2020

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:

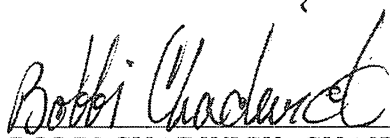
AYES: Supervisors Morris, Groves, Fenley, Brown and Chadwick

NOES: None

ABSENT: None

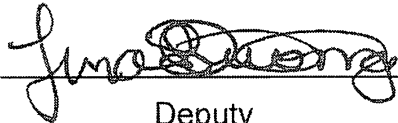
ABSTAIN: None

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*  
 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-notice.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

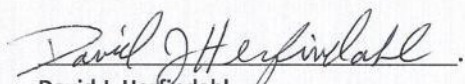
Marcie Jo Cudziol RN, PHN, MPA  
 PHN Director

## AMENDMENT ORDER OF THE LOCAL HEALTH OFFICER

On the 30<sup>th</sup> 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

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) 623-6628



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.

Adult Services/IHSS  
Public Guardian  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-1265  
Fax: (530) 623-6628  
☐

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

Child Welfare  
Services  
PO Box 1378  
Weaverville,  
CA96093  
(530) 623-1314  
Fax: (530) 623-1488  
☐

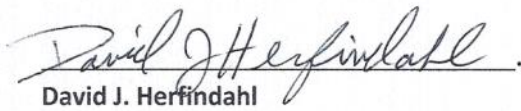
OES  
PO Box 399  
61 Airport Road  
Weaverville,  
CA96093  
(530) 623-1116  
Fax: (530) 623-5094  
☐

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

VSO  
PO Box 31  
51 Memorial Drive  
Weaverville,  
CA96093  
(530) 623-3975  
☐

WIC  
PO Box 1470  
Weaverville,  
CA96093  
(530) 623-3238  
Fax: (530) 623-4072  
☐

- 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

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

**TRINITY COUNTY**  
Item Report 2.5

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:  
Richard Kuhns

Phone:  
530 623 1382

2.5 Minutes: 7/12/2021, 7/20/2021, 7/30/2021, 8/3/2021

**Requested Action:**

Approve the regular meeting minutes of July 20, 2021 and August 3, 2021 and the special meeting minutes of July 12, 2021 and July 30, 2021.

**Fiscal Impact:**

No fiscal impact.

**ATTACHMENTS:**

Description

Minutes 07122021

Minutes 07202021

Minutes 07302021

Minutes 08032021

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

**SPECIAL MEETING AGENDA**  
July 12, 2021

**Chairman**  
**Supervisor Jeremy Brown - District 4**

**Vice-Chairman**  
**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**  
**Supervisor Jill Cox - District 2**  
**Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**  
**Margaret E. Long - County Counsel**  
**Emma Purvis - Deputy Clerk of the Board**

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## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

## **Meeting called to order in open session at 9:00 AM**

## **Pledge of Allegiance**

Pledge led by Supervisor Cox.

## **Closed Session**

- 1.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation  
No. of Cases: 1  
Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

**Recused:** Brown

No reportable action taken.

## **Adjourn**

## **TRINITY COUNTY BOARD OF SUPERVISORS**

---

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

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

**MEETING MINUTES**

**July 20, 2021**

**Chairman**

**Supervisor Jeremy Brown - District 4 - Absent**

**Vice-Chairman**

**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**

**Supervisor Jill Cox - District 2**

**Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**

**Margaret E. Long - County Counsel**

**Emma Purvis - Deputy Clerk of the Board**

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---

## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

## **Meeting called to order in open session at 9:00 AM**

### **Pledge of Allegiance**

Pledge led by Supervisor Keith Groves.

### **Public Comment**

Received public comments from Adrien Keys, Tom Stokely, and Everett Harvey.

## **Presentations**

### **Probation**

- 1.1** Presented a proclamation recognizing July 18-24, 2021 as Probation Services Week.

Received comments from Chief Probation Officer Ruby Fierro.

## **Consent Calendar**

### **Behavioral Health Services**

- 2.1** Adopted Resolution No. 2021-073 which authorizes the Director of Behavioral Health Services, or his/her designee, to sign the State Department of Health Care Services performance contract and all subsequent amendments or updates.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

- 2.2** Approved amendment number one to the agreement with Southern Trinity Joint Unified School District increasing the maximum cost by \$10,000 for FY 21/22, to provide mental health services act prevention and early intervention services.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

### **Board of Supervisors**



- 2.3** Authorized the Chairman to sign a letter authorizing the Trinity County Resource Conservation District to apply for the 2021 California Fire Safe Council County Coordinators Grant Project on behalf of Trinity County.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

**Clerk of the Board**

- 2.4** Adopted Resolution No. 2021-074 which confirms the continuance of a Local Health Emergency in the County of Trinity due to debris and air quality concerns created by the wildfires.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

- 2.5** Adopted Resolution No. 2021-075 which confirms the continuance of a Local Health Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

- 2.6** Adopted Resolution No. 2021-076 supporting the Trinity County Fair Parade.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

- 2.7** Appointed Ed Johnson to the Ruth Lake Community Service District for the Board of Directors, to serve the remainder of a four-year term commencing on Jul 20, 2021 and expiring on December 31, 2021.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

- 2.8** Approved the Board of Equalization meeting minutes of April 23, 2021; regular meeting minutes of June 2, 2021, June 15, 2021, and July 7 2021; and the special meeting minutes of June 4, 2021, June 24, 2021, and July 1, 2021 as submitted by the Deputy Clerk.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Cox, Frasier, Gogan, Groves  
Absent: Brown

### **Probation**

- 2.9** Approved an agreement with Tehama County for the housing of delinquent minors in the Tehama County Juvenile Hall.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Cox, Frasier, Gogan, Groves  
Absent: Brown

### **Transportation**

- 2.10** Accepted a grant offering in the amount of \$9,000 for Trinity Center Airport and ratified the Director of Transportation's signature, executing the documentation necessary to receive the grant.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Cox, Frasier, Gogan, Groves  
Absent: Brown

### **Trinity County Transportation Commission**

- 2.11** Adopted Resolution No. 2021-077 that finds that there are no unmet transit needs in Trinity County that are reasonable to meet.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Cox, Frasier, Gogan, Groves  
Absent: Brown

## **10:00 AM Public Hearings**

### **Planning and Zoning**

- 3.1** Did not conduct a public hearing to consider the extension of Urgency Ordinance 315-850 enacted on June 15, 2021, imposing a temporary moratorium on the issuance of new Commercial Cannabis Cultivation Licenses in, and the transfer of existing into, the Lewiston community area for 10 months and 15 days.

## **Reports/Announcements**

- 4.1 I. Received a report from Sheriff Tim Saxon.  
II. Received a report from County Administrative Officer Richard Kuhns.  
III. Received reports from Members of the Board of Supervisors.

## County Matters

### Auditor/Controller

- 5.1 Approved a budget adjustment for Contributions to Other Funds - Dept. 1990 increasing Transfers Out by \$53,888 approved a budget adjustment for Public Guardian - Dept 5105 increasing Transfers In by \$53,888; and approved a budget adjustment for General Fund Contingency decreasing appropriations by \$53,888.

Received comments from Senior Financial Analyst Suzie Hawkins.

**Motion:** Liam Gogan **Second:** Keith Groves **Carried**  
Ayes: Cox, Frasier, Gogan, Groves  
Absent: Brown

### County Administrative Office

- 5.2 Adopted Resolution 2021-078 establishing salaries and benefits for Department Heads.

Received comments from County Administrative Office Richard Kuhns.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Cox, Frasier, Gogan, Groves  
Absent: Brown

### Human Resources

- 5.3 Modified the departmental allocation list for the Clerk/Recorder/Assessor's Office to read: Two (2) Account Clerk I/II, or Accounting Technician I/II /Senior, or Accountant I/II or Program Manager, effective July 20, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Jill Cox **Second:** Keith Groves **Carried**  
Ayes: Cox, Frasier, Gogan, Groves  
Absent: Brown

- 5.4** Pursuant to Trinity County Code Section 2.60.410(A) authorized hiring Candidate No. 111394 as a Staff Services Manager at Range M241 Step E in Health & Human Services - Fiscal, effective July 20, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Jill Cox **Second:** Keith Groves **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

### **Planning and Zoning**

- 5.5** Held an appeal hearing and upheld the Planning Commission's decision to grant an appeal of the Planning Director's decision to deny an extension under Urgency Ordinance 1355 for Commercial Cannabis License #397 to Jessica Smith/Pirate Farms, LLC on Assessor's Parcel Number 020-410-11-00. (Project Applicant: Jessica Smith/Pirate Farms; Appellant: Planning Director Kim Hunter)

Received comments from Director of Building and Planning Kim Hunter, Anna Wright, Lisa Wright, Tom Ballanco, and Jake Grossman-Crist.

**Motion:** Liam Gogan **Second:** Keith Groves **Carried**

Ayes: Cox, Frasier, Gogan, Groves

Absent: Brown

- 5.6** Held an appeal hearing to consider upholding, modifying or overturning the Planning Commission's decision to make a determination for a Mitigated Negative Declaration in accordance with the California Environmental Quality Act, and approve a Conditional Use Permit for Trinity Equipment & Materials, LLC on Assessor's Parcel Number 024-220-56-00. (Project Applicant: Thomas Ballanco; Appellant: Citizens for Proper Community Planning)

Received comments from Director of Building and Planning Kim Hunter, Appellant Representative Jim Underwood, Applicant Tom Ballanco, Dee Potter, Chris Molden, Ana Wright, Jennifer Hill, Lisa Wright, Brian Muir, Jake Grossman-Crist, Paul Hauser, Catherine Sidman, John Brower, Sally Barrow, Patrick Kahan, Chriss Williams, Laurie Wills, Kristel Bell, and Adrien Keys.

Returned appeal to Planning Commission due to new documentation.

**Motion:** Jill Cox **Second:** Keith Groves **Failed due to passing of a subsequent motion**

Absent: Brown

Referred item to County Counsel for review, to be brought back at July 30, 2021

Special Meeting.

**Motion:** Keith Groves **Second:** Jill Cox **Carried**

Ayes: Cox, Gogan, Groves

Nays: Frasier

Absent: Brown

### **Treasurer/Tax Collector**

- 5.7** Adopted Resolution No. 2021-079 ordering the Discharge of Accountability for delinquent taxes on Unsecured property.

Received comments from Treasurer/Tax Collector Terri McBrayer and Dero Forslund.

**Motion:** Jill Cox **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Closed Session**

- 6.1** Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation

No. of Cases: 1

Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)

Received comments from Adrien Keys, Rhoda Cain, Karla Avila, Catherine Sidman, and John Brower.

Direction was given to staff.

- 6.2** Government Code Section 54954.5(e) - Public Employee Evaluation: County Administrative Officer

Evaluation was held.

### **Adjourn**

## TRINITY COUNTY BOARD OF SUPERVISORS

---

Dan Frasier, Vice 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  
BOARD OF SUPERVISORS**  
Trinity County Library  
Conference Room  
351 Main Street  
Weaverville, CA

**SPECIAL MEETING AGENDA**

**July 30, 2021**

**Chairman**

**Supervisor Jeremy Brown - District 4**

**Vice-Chairman**

**Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1**

**Supervisor Jill Cox - District 2**

**Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board**

**Margaret E. Long - County Counsel**

**Suzie Hawkins - Deputy Clerk of the Board**

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---

## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

### **Meeting called to order in open session at 10:00 AM**

#### **Pledge of Allegiance**

Pledge led by Chairman Jeremy Brown.

## **10:00 AM Public Hearings**

### **Planning and Zoning**

- 1.1** Conducted a public hearing and introduced, waived the reading of and extended Urgency Ordinance (UO) 315-850 enacted on June 15, 2021, imposing a temporary moratorium on the issuance of new Commercial Cannabis Cultivation Licenses (CCCL) in, the transfer of existing CCCLs into, or the issuance of cannabis manufacturing licenses in, the Lewiston community area for 10 months and 15 days, clarification was provided that current CCCL in the opt-out area are prohibited from expanding their currently licensed cultivation site under this UO.

Received comments from Director of Building and Planning Kim Hunter, County Counsel Margaret Long, Paul Hauser, Tony Miller, Andy Walafield, Gale Ward, Kristel Bell, Jake Grossman-Crist, Lisa Wright, Tom Ballanco, Joan Carr, Ana Wright, Nancy Anderson, Laurie Wills, Daniel Cucchi, Candyce Thao, Heidi Miller, and Chriss Williams.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## **County Matters**

### **Planning and Zoning**



- 2.1** Continued from July 20, 2021 the appeal hearing and modified the Planning Commission's decision to make a determination for a Mitigated Negative Declaration in accordance with the California Environmental Quality Act, approved a Conditional Use Permit for Trinity Equipment & Materials, LLC on Assessor's Parcel Number 024-220-56-00, and required the applicant indemnify the County from any grant funding requirements. (Project Applicant: Thomas Ballanco; Appellant: Citizens for Proper Community Planning).

Received comments from Director of Building and Planning Kim Hunter, County Counsel Margaret Long, Dana Ryan, Ana Wright, TOm Ballanco, Dick Morris, Dero Forslund, Tony Miller, Jake Grossman-Crist, Jenn Hill, John Brower, Chriss Williamson, Paul Hauser, Andy Johnson, and Jim Underwood.

**Motion:** Liam Gogan **Second:** Keith Groves **Carried**  
**Ayes:** Frasier, Gogan, Groves  
**Nays:** Cox  
**Recused:** Brown

Deny the Planning Commission's decision to make a determination for a Mitigated Negative Declaration in accordance with the California Environmental Quality Act, and approve a Conditional Use Permit for Trinity Equipment & Materials, LLC on Assessor's Parcel Number 024-220-56-00 continued from July 20, 2021. (Project Applicant: Thomas Ballanco; Appellant: Citizens for Proper Community Planning).

**Motion:** Jill Cox **Second:** **Failed due to lack of a second**

## Adjourn

### TRINITY COUNTY BOARD OF SUPERVISORS

---

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

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

**MEETING MINUTES**

**August 3, 2021**

**Chairman  
Supervisor Jeremy Brown - District 4**

**Vice-Chairman  
Supervisor Dan Frasier - District 5**

**Supervisor Keith Groves - District 1  
Supervisor Jill Cox - District 2  
Supervisor Liam Gogan - District 3**

**Richard Kuhns, Psy.D - County Administrative Officer / Clerk of the Board  
Margaret E. Long - County Counsel  
Emma Purvis - Deputy Clerk of the Board**

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---

## **ZOOM INFORMATION**

This meeting used Zoom due to the coronavirus (COVID-19).

### **Meeting called to order in open session at 9:00 AM**

#### **Pledge of Allegiance**

Pledge led by Supervisor Keith Groves.

#### **Public Comment**

Received comments from US Forest Service District Ranger Terra Jones, Everett Harvey, Terry Mines, Director of Transportation Rick Tippet, Larry Winter, and US Forest Service District Ranger Chris Losi.

## **Presentations**

### **Board of Supervisors**

- 1.1 Received a presentation from California State Association of Counties (CSAC) Executive Director Graham Knaus regarding the state budget and what's new in the legislative session.

### **Clerk of the Board**

- 1.2 Did not receive a presentation from the Trinity River Restoration Project (TRRP) group regarding their projects on the Trinity River.

## **Consent Calendar**

### **Agriculture**

- 2.1 Approved a budget adjustment for FY 20/21 for Agriculture - Dept. 2490 decreasing revenues and Services & Supplies by \$7,779.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.2 Approved amendment number 3 to the agreement with the United States Department of Agriculture, Animal and Plant Health Inspection Service and Wildlife Services adding the financial plan for FY 2021/2022 to provide wildlife program activities within Trinity County.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Auditor/Controller**

- 2.3** Approved establishing a new Special Revenue Fund - Fund 417 - Juvenile Justice Realignment Block Grant (JJRBG).

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Behavioral Health Services**

- 2.4** Approved a budget adjustment for FY 20/21 for MHSA Other Funding - Dept. 8577 decreasing Transfers Out by \$42,285; and approved a budget adjustment for FY 20/21 for MHSA Prudent Reserve - Dept. 8578 increasing Transfers Out by \$42,285.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Clerk of the Board**

- 2.5** Adopted Resolution No. 2021-080 which confirms the continuance of a Local Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.6** Adopted Resolution No. 2021-081 which confirms the continuance of a Local Emergency in the County of Trinity due to wildfires.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.7** Authorized the Chairman to sign a letter to Senator Mike McGuire expressing significant concerns regarding SB 12 - Local Government: planning and zoning: wildfires.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **General Services**

- 2.8** Approved a budget adjustment for FY 20/21 for Motor Pool - Dept. 8803 decreasing revenues by \$52,000 and increasing Services & Supplies by \$6,000.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Grants**

- 2.9** Approved an agreement with Humboldt State University, Sponsored Programs Foundation to conduct a cannabis equity assessment.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Health and Human Services**

- 2.10** Approved a budget adjustment for FY 20/21 for Health Department - Dept. 4402 increasing Prior Year Revenue and decreasing Inter-fund revenue by \$350, decreasing Services & Supplies by \$137,703, increasing Other Charges by \$6,000, Fixed Assets by \$7,570, and Transfer out by \$124,133; approved a budget adjustment for FY 20/21 for Animal Control - Dept. 2350 decreasing Intra-Fund Revenue and increasing Transfer In by \$120,000; approved a budget adjustment for FY 20/21 for Tobacco Program - Dept. 4100 decreasing revenues by \$52,843, Services and Supplies by \$54,286 and Inter-fund expenses by \$1,557; and approved a budget adjustment for FY 20/21 for Indigent Burial - Dept. 5080 increasing Revenues and Other Charges by \$2,690.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.11** Approved an agreement with the California Department of Social Services to provide Resource Family Approval program services.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Human Resources**

- 2.12** Adopted Resolution No. 2021-082 approving a revised Alphabetical Listing of Classifications for Trinity County employees retroactively effective July 1, 2021.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Probation**

- 2.13** Approved a budget adjustment for FY 20/21 for Probation - Dept. 2400 increasing Transfers In Intrafund Expenses by \$25,000; and approved a budget adjustment for FY 20/21 for Community Corrections Realignment - Dept. 8499 increasing Transfers Out by \$25,000.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.14** Approved an agreement with Lexipol to provide policy manual maintenance and training bulletins.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Sheriff**

- 2.15** Approved a budget adjustment for FY 20/21 for Inmate Welfare Fund - Dept. 8556 increasing revenues and Services & Supplies by \$385.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 2.16** Approved an agreement with Center for Evaluation and Research, LLC to develop and provide training on a data collection system, develop Local Evaluation Plan and final Local Evaluation Report and monitor data in data collection system as it pertains to the BSCC Prop 64 Grant local evaluation plan.

**Motion:** Dan Frasier **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## **10:00 AM Public Hearings**

### **Grants**

- 3.1** Conducted a public hearing to gather input on CDBG Program Income applications for an ADA upgrade to a public facility in Hayfork and facility improvements at a public facility in Weaverville; and adopted Resolution No. 2021-083 authorizing the County Administrative Officer (CAO) or the Grants Coordinator to submit two program income grant application(s) under the 2020-2021 State CDBG funding program and sign any grant agreements, amendments or any other documents necessary, if awarded.

Received comments from Grants Coordinator Suzi Kochems, Everett Harvey, and Veronica Kelly-Albiez.

**Motion:** Keith Groves **Second:** Jill Cox **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Solid Waste**

- 3.2** Conducted a public hearing to hear any objections or protest to the 2021/2022 Delinquent List for the Solid Waste Parcel Fee and adopted Resolution No. 2021-084 which confirms the list.

Received comments from Deputy Director of Solid Waste Diane Raider.

**Motion:** Jeremy Brown **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## **Reports/Announcements**

- 4.1** I. Received reports from Director of Health and Human Services Liz Hamilton, Public Health Branch Director Marcie Cudziol, Director of Human Resources Shelly Nelson, Director of Building and Planning Kim Hunter, and Director of Transportation Rick Tippet.  
II. Received a report from County Administrative Officer Richard Kuhns.  
III. Received reports from Members of the Board of Supervisors.

## **County Matters**

### **Health and Human Services**

- 5.1** Ratified the Director of Emergency Services proclamation and confirmed the existence of a local emergency in Trinity County pertaining to drought conditions.

Received comments from Environmental Health Director Kristy Anderson, Grants Coordinator Suzi Kochems, and John Brower.

**Motion:** Keith Groves **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Human Resources**

- 5.2** Modified the departmental allocation list for Administration - Grants Division to read: Two (2) Program Manager or Grants Coordinator I/II effective August 3, 2021.

Received comments from Director of Human Resources Shelly Nelson, County Administrative Officer Richard Kuhns, Grants Coordinator Suzi Kochems, and Director of Building and Planning Kim Hunter.

**Motion:** Jill Cox **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

- 5.3** Modified the departmental allocation list for Health & Human Services - Public Health Division to read: Three (3) Public Health Nurse I/II, or Community Health Nurse I/II, or Public Health Nursing Supervisor and Three (3) Health Education Specialist I/II, or Community Health Worker I/II effective August 3, 2021.

Received comments from Director of Human Resources Shelly Nelson.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### **Planning and Zoning**

- 5.4** Held an appeal hearing and upheld the Planning Commission's decision to grant an appeal of the Planning Director's decision to not issue Commercial Cannabis License #672 under Urgency Ordinance 1355. Assessor's Parcel Number 017-450-020-000. (CCL Applicant: Damon Libolt; Appellant: Planning Director Kim Hunter.)

Received comments from Director of Planning and Building Kim Hunter, Anna Wright, Jennifer Hill, Tom Ballanco, Chriss Williams, Deidre Brower, Veronica Kelly-Albeiz, and Lisa Wright.

**Motion:** Liam Gogan **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Gogan, Groves

**Recused:** Brown

- 5.5** Received an update on the Commercial Cannabis Program from Director of Building & Planning Kim Hunter.

Received comments from Anna Wright.

### **Sheriff**

- 5.6** Approved a budget adjustment for FY 20/21 for Animal Control - Dept. 2350 decreasing revenues by \$7,897, Salary & Benefits by \$1,144 and Other Charges by \$80 and increasing Services & Supplies by \$837, Inter-fund Expenses by 1,346 and Intra-Fund Expenses by \$1,944; and approved a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$10,800.

Received comments from Business Manager Mary Treece.

**Motion:** Keith Groves **Second:** Jeremy Brown **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves



- 5.7 Approved a budget adjustment for FY 20/21 for Coroner - Dept. 2110 increasing Services & Supplies by \$5,000; and approved a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$5,000.

Received comments from Business Manger Mary Treece.

**Motion:** Jill Cox **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 5.8 Considered a budget adjustment for FY 20/21 for Jail Health - Dept. 2301 decreasing revenues by \$127,640, and Services & Supplies by \$49,681, and increasing Salary & Benefits by \$1,041, and Inter-fund Expenses by \$4,000; and considered a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$83,000.

Received comments from Business Manager Mary Treece.

Approve a budget adjustment for FY 20/21 for Jail Health - Dept. 2301 decreasing revenues by \$127,640, and Services & Supplies by \$49,681, and increasing Salary & Benefits by \$1,041, and Inter-fund Expenses by \$4,000; and approve a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$83,000.

**Motion:** Jeremy Brown **Second:** Keith Groves **Failed due to passing of a subsequent motion**

Approved a budget adjustment for FY 20/21 for Jail Health - Dept. 2301 decreasing revenues by \$127,640, and Services & Supplies by \$49,681, and increasing Salary & Benefits by \$1,041, and Inter-fund Expenses by \$4,000; and approved a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$83,000, with direction to review allowable uses of American Rescue Plan Funds in place of General Plan Contingency Fund.

**Motion:** Jill Cox **Second:** Dan Frasier **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 5.9 Approved a budget adjustment for FY 20/21 for Search & Rescue - Dept. 2270 increasing Services & Supplies by \$3,380; and approved a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$3,380.

Received comments from Business Manger Mary Treece.

**Motion:** Keith Groves **Second:** Jill Cox **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## Closed Session

### 6.1 Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation

No. of Cases: Two

Terry Mines v. Trinity County (Trinity County Superior Court Case No. 20CV082); and  
Terry Mines v. Trinity County (Trinity County Superior Court Case No. 20CV036)

No reportable action taken.

**Recused:** Brown

## SUBSEQUENT

### 7.1 Moved to discuss and took action to add a letter regarding a moratorium on the removal of beavers and beaver dams in Trinity County, and found that the need to take immediate action came to the attention of the Board subsequent to the agenda being posted. The urgency is the letter must be submitted by August 5th for consideration.

**Motion:** Liam Gogan **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

Authorized the Chairman to sign a letter to the California Department of Fish and Wildlife Director regarding a requested moratorium on the California Department of Fish and Wildlife removal of beavers and beaver dams on private property in Trinity County.

Received comments from Lisa Wright and John Brower.

**Motion:** Liam Gogan **Second:** Keith Groves **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

### 7.2 Moved to discuss and took action to add a letter regarding drought assistance in Trinity County, and found that the need to take immediate action came to the attention of the Board subsequent to the agenda being posted. The urgency is the drought conditions are worsening daily and residents are in need of aid.

**Motion:** Liam Gogan **Second:** Dan Frasier **Carried**

Ayes: Brown, Cox, Frasier, Gogan, Groves

Authorized the Chairman sign a letter regarding the Whiskeytown Drought Action EA.

Received comments from Deputy Clerk of the Board Emma Purvis and Diedre Brower.

**Motion:** Keith Groves **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

- 7.3** Moved to discuss and took action to ratify the Director of Emergency Services' proclamation and confirm the existence of a local emergency, and found that the need to take immediate action came to the attention of the Board subsequent to the agenda being posted. The urgency is that without confirmation, the proclamation will expire and the conditions are likely to continue.

**Motion:** Jill Cox **Second:** Keith Groves **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

Ratified the Director of Emergency Services' proclamation and confirmed the existence of a local emergency in the County of Trinity pertaining to the extreme peril to the safety of person and property caused by local fires.

Received comments from Director of Health and Human Services Liz Hamilton.

**Motion:** Jill Cox **Second:** Liam Gogan **Carried**  
Ayes: Brown, Cox, Frasier, Gogan, Groves

## Adjourn

### TRINITY COUNTY BOARD OF SUPERVISORS

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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

**TRINITY COUNTY**  
Item Report 2.6

Meeting Date: 8/17/2021

Department:  
County Administrative Office

Contact:  
Richard Kuhns, Psy.D.

Phone:  
530-623-1382

2.6 Agreement: FLO Analytics - Redistricting Consultant (21-057)

**Requested Action:**

Award to FLO Analytics the contract to provide redistricting services to Trinity County.

**Fiscal Impact:**

Up to \$75,000 from Administration's budget.

**Summary:**

Every ten years a census is done to gather information regarding population and demographics. Following the completion of the census, jurisdictions are required to review that data and perform redistricting to ensure that boundary lines still meet state and federal requirements. Since last year was a census year, that makes this year a redistricting year. The census data from 2020 is currently being compiled with an anticipated data release date of September 30, 2021. Once this data is released, the state will review and then release to the local agencies, this will take approximately 30 days. Trinity County will need to look at our Supervisorial District boundaries and have new maps drawn. Once new boundaries are drawn, we will need to review our precinct lines as well to make sure there are no changes needed to those. The Redistricting process must be completed with final maps adopted by the governing body no later than December 15, 2021.

County Administration released an RFP seeking qualified individuals, firms and consultants to oversee this process for us. We received four proposals and after careful review and consideration felt that FLO Analytics was the best option for services to meet our needs. The other three who submitted proposals were: Redistricting Insights, Trinity County Resources Conservation District and Bear Demographics and Research. Final scoring for all four proposals was:

1. FLO Analytics with a total score of 264;
2. Redistricting Insights with a total score of 258;
3. Bear Demographics and Research with a total score of 247; and
4. Trinity County Resources Conservation District with a total score of 221

**ATTACHMENTS:**

Description

Original RFP

Agreement: FLO Analytics



# TRINITY COUNTY

## Office of the County Administrator

Richard Kuhns, Psy.D., County Administrative Officer  
P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613  
PHONE (530) 623-1382 FAX (530) 623-8365

May 11, 2021

Dear Prospective Consultant,

RE: Request for Proposals for Professional Redistricting Consultant Services

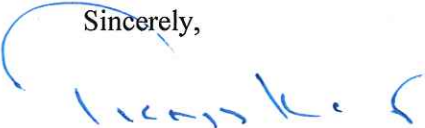
We would like to invite you to submit a proposal to provide redistricting services to Trinity County. With the completion of the 2020 United State Census, we are required to evaluate the population data and revise our district boundaries to ensure compliance with state and federal laws.

We are seeking to hire a firm, individual or consultant to take lead on the entire redistricting process, including but not limited to public outreach, conducting required meetings, presenting draft maps to our local Board of Supervisors, creation, maintenance and potentially hosting of the required website.

Trinity County is a roughly 3,200 square mile area located in northwestern California on State Highway 299 between Redding and Eureka with a population of approximately 13,000. Our county seat is in Weaverville which is approximately a 1-hour drive west of Redding.

If you are qualified to and interested in taking the lead on our redistricting process, please submit a proposal to the attached request no later 4:00 PM on Thursday, May 27, 2021. Proposals shall be submitted to myself in hard copy at 11 Court Street, Room 230, PO Box 1613, Weaverville, CA 96093, and electronically at [rkuhns@trinitycounty.org](mailto:rkuhns@trinitycounty.org).

Sincerely,

  
Richard Kuhns, Psy.D.  
County Administrative Officer

**COUNTY OF TRINITY**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**PROFESSIONAL REDISTRICTING CONSULTANT SERVICES**

RFP Submittals Due by:  
May 27, 2021

at 4:00 PM.

Office of the County Administrator  
Richard Kuhns, Psy.D.  
11 Court Street, Room 230  
PO Box 1613  
Weaverville, CA 96093  
[rkuhns@trinitycounty.org](mailto:rkuhns@trinitycounty.org)  
(530) 623-1382

## **INTRODUCTION**

This Request for Proposals ("RFP") is to seek qualified firms, individuals or consultants for the County of Trinity ("County") to evaluate the County's district boundaries following completion of the 2020 United States Census to ensure the minimum requirements of law, including the Federal and California Civil Rights Acts, are met and assist the County in developing new district and precinct boundaries.

The redistricting consultant will take the lead in assisting the County in the entire redistricting process including providing an open hearing process for public input and deliberation, including public notices, minutes and notes tracking, and an extensive outreach program to solicit broad public participation in the redistricting public review process. The process will include hearings required by law to receive public input before the drawing of any maps and hearings following the drawing and display of any proposed maps. In addition, hearings will be supplemented with other activities as appropriate to further increase opportunities for the public to observe and participate in the review process. The redistricting consultant will be responsible for the development and updating of the required webpage for the redistricting process.

## **BACKGROUND**

One of the original 27 counties in California (est. 1850), Trinity County encompasses an area of roughly 3,200 square miles in northwestern California. It is a land of great scenic beauty, with many rugged peaks, wooded mountains, lakes and rivers. With a population of approximately 13,000 citizens we are one of the more sparsely populated counties in the state.

The county seat is Weaverville and is located on State Highway 299 approximately a 1-hour drive west of Redding, CA. For a rural California town, Weaverville has quite a few amenities, including our historic Joss House Temple and Museum. Bordered on the north by Trinity Lake and the communities of Coffee Creek and Trinity Center, on the south by Ruth Lake and Mad River with the Trinity River making its way west through the County, Trinity is a hidden jewel in Northern California, providing a myriad of recreational opportunities.

## **SCOPE OF WORK**

The County of Trinity seeks qualified firms, individuals or contractors that have expertise in and services for:

- Local jurisdiction electoral redistricting, primarily involving counties;
- The Federal Voting Rights Act;
- The California Voting Rights Act;
- Mapping and balancing electoral districts;
- Explaining complex topics to others who may be unfamiliar in the subject matter;
- Presenting information in a public setting such as public hearings and Board of Supervisor meetings;
- Analyzing statistical, demographic, and census data, to support County staff;

- Assist in outlining and/or drawing district and precinct boundaries.

Tasks and responsibilities of the selected consultant may include:

- Develop a calendar for hearings.
- Help engage the public through websites, live-feed public meetings and hearings, mapping input, development of press releases and presentations, and other opportunities as required.
- Log public outreach documents and maintain records according to legal requirements and best practices.
- Develop draft maps based on census data and County and public input based on the federal Voting Rights Act, California Voting Rights Act and other applicable election laws.
- Evaluate any draft maps prepared by the public to determine whether they are population balanced and satisfy the requirements of the Voting Rights Acts.
- Provide trainings and digital interface in an objective, non-partisan informational manner, and not attempt to persuade the participants in anyway.
- Conduct and/or actively participate in all meetings and public hearings that address the redistricting process. Meetings may be scheduled both virtually and in-person, as permitted by public health officials.
- Upon receipt of the 2020 United States Census data, provide data summary files to the County Board of Supervisors, the County team, and make available to the public, updating any digital interface previously used for demonstration and informational purposes.
- Analyze whether the 2020 Census data requires modifications to the County Supervisorial districts.
- If so, propose new district boundaries to the County team based on public input and prioritized criteria for redistricting and satisfy the requirements of the Voting Rights Acts.
- Make modifications to the draft district boundary maps based on input from the County team and public input.
- Be receptive to feedback and work effectively with the County team and public input.
- Assist the County team as may be required in all facets of developing, adopting and implementing the final district boundary map.
- Other tasks requested by the County team that relate to the redistricting process, such as facilitating requests for additional demographic data or advising on the Voting Rights Acts.



## REQUIRED PROPOSAL INFORMATION

### Technical Proposal

1. **Cover Letter:** This letter should introduce your firm and team and should be limited to two (2) pages.
2. **Statement of Qualifications:** Include a statement of your firm's qualifications to perform the work associated with redistricting and applicable elections laws. The statement should include information describing three (3) completed projects of a similar size and complexity finished within the past five (5) years. Provide client contact personnel, email and telephone numbers for each project. Similar material should be provided for each sub-consultant participating in the project. This material should be limited to three (3) pages.
3. **Organization and Staffing:** Include an organizational chart showing your firm's project management team and their organizational relationship. Provide resumes for the project team, including a resume for the Project Manager and for each proposed sub-consultant, if applicable. Each resume should be as brief as possible, ideally no more than one (1) page in length.
4. **Scope of Work:** Provide a scope of work that describes task-by-task how you plan to accomplish the required work. Effort should be made to keep the length of this section to under three (3) pages.
5. **Person Hours by Task:** Provide a table that shows your planned person hours by classification and task for all work you plan to perform.
6. **Project Schedule:** Provide a timeline that shows the planned starting time and duration of each task in your scope of work.

**Cost Proposal:** To be provided in a separate sealed envelope and separate email attachment.

1. **Cover Letter:** This letter should point out any conditions which could affect your firm's costs.
2. **Cost of Services:** Provide a table that shows your firm's estimated cost for the services, listed by task.
3. **Hourly Rates by Classification:** Provide a listing of your firm's hourly rates by classification, as well as any other cost factors which you would need to price extra work. If a flat rate is proposed, please indicate the amount.

## PROPOSAL EVALUATION CRITERIA

The County of Trinity intends to evaluate and rank the technical proposals received by utilizing the following criteria:

<b><u>Criteria</u></b>	<b><u>Points</u></b>
<b>Qualifications of the Firm:</b> Based on experience and projects similar to this project	15
<b>References:</b> Based on quality of references	10
<b>Staffing:</b> Based on background and experience of proposed staffing on similar projects with the proposing firm	15
<b>Schedule:</b> Based on thoroughness and reasonableness of the proposed schedule	20
<b>Scope of Work:</b> Based on the understanding of work, approach, methods, procedures, etc.	40

The proposal submitted by each firm will be ranked by County staff using the evaluation method described above. The highest ranked firm(s) will be interviewed by an evaluation team consisting of the County team, in full or in part. The technical ranking may be adjusted subsequent to the completion of the interview(s).

The final evaluation and ranking of the proposals will consider the scores from the technical review and interviews, with the final selection being based upon qualification, experience, resources, understanding of the County's requirements, approach, methods and procedures, and schedule. The highest ranked firm will be selected to negotiate an Agreement utilizing the submitted cost proposal as a starting point.

The County is not bound to select any of the firms submitting proposals, may waive any irregularities in proposals and their submittal which may be advantageous to the County, and is not liable for any costs of preparation and submittal of proposals, including any presentations made to the County.

## GENERAL INFORMATION

- Interested respondents may obtain a copy of this solicitation by contacting the County Administrator (see contact info on cover page)
- The County reserves the right to reject any and all submittals.
- The Consultant shall provide the County with any exceptions, additions, or suggestions that will aide in the selection process.
- The proposal and this RFP shall jointly become part of the Agreement for Professional Services for this project when said agreement is fully executed by the Consultant and County.
- Consultant is obligated to provide evidence of insurance.
- Subcontractors/subconsultants (subcontractors): The Proposer may utilize the services

of subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Unless a specific subcontractor is listed by the Proposer, Proposer is representing to County that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder.

- After submission of the proposal, the Proposer shall not award work to any unlisted subcontractor without prior written approval of the County. The proposer shall be fully responsible to the County for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.
- Nothing contained herein shall create any contractual relation between any subcontractor and the County.
- A term of the Agreement will be that the individual directly responsible for Consultant's overall performance of the work will be so designated in the Agreement and that person will serve as principal liaison between County and Consultant, and attend all community meetings and all Board of Supervisors' meetings related to the redistricting process. This person shall be identified ahead of time and designated in the Agreement, and no other individual may be substituted without the prior written approval of the County Administrator or the County Administrator's designee.

## **SUBMITTAL**

**Four (4) printed copies and one (1) emailed digital copy of each technical and cost proposal must be received by 4:00 p.m. on May 27 at:**

County of Trinity Office of the County Administrator  
Attn: Richard Kuhns  
11 Court Street, Room 230  
PO Box 1613  
Weaverville, CA 96093  
[rkuhns@trinitycounty.org](mailto:rkuhns@trinitycounty.org)

Please clearly mark the envelope and email subject line as follows:

**RFP - Professional Redistricting & Demographic Consultant Services**

The consultant's cost proposal shall be submitted in a separate sealed envelope from the submittal documents and clearly marked "COST PROPOSAL". This shall be submitted digitally via email as a separate attachment with the above title.

## COUNTY CONTRACT TEMPLATE

### STANDARD FORM PERSONAL SERVICES CONTRACT BETWEEN THE COUNTY OF TRINITY AND [CONTRACTOR]

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and **[NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation]** ("Contractor").

#### RECITALS

WHEREAS, County desires to retain a person or firm to provide redistricting services to the County based on the 2020 Census Data; 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 \_\_\_\_\_ and shall terminate on \_\_\_\_\_, 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 \_\_\_\_\_. 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 \$\_\_\_\_\_, 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 1613  
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 1613  
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:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
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 Administration***  
***11 Court Street, Room 230***

**PO Box 1613**  
**Weaverville, CA 96093**  
**(530) 623-1382**  
**[shawkins@trinitycounty.org](mailto:shawkins@trinitycounty.org)**

If to Contractor:

**[CONTACT NAME]**  
**[NAME OF BUSINESS/CONTRACTOR]**  
**[ADDRESS]**  
**[ADDRESS]**  
**[PHONE AND/OR EMAIL]**

- 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.

**STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
FLO ANALYTICS**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 17<sup>th</sup> day of August, 2021, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and **FLO ANALYTICS** ("Contractor").

**RECITALS**

WHEREAS, County desires to retain a person or firm to provide redistricting services to the County based on the 2020 Census Data; 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 August 17, 2021 and shall continue until the Redistricting Process is complete, unless sooner terminated in accordance with the terms hereunder.
- 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 \$75,000 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.

[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.

- 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.

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Trinity County  
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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).

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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.

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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.

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- 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:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
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 Administration**  
**11 Court Street, Room 230**  
**PO Box 1613**  
**Weaverville, CA 96093**  
**(530) 623-1382**  
**[shawkins@trinitycounty.org](mailto:shawkins@trinitycounty.org)**

If to Contractor:

**FLO Analytics**  
**Jerry Oelerich**  
**3140 NE Broadway Street,**  
**Portland, Oregon 97232**  
**(503) 501-5241**  
**[joelerich@flo-analytics.com](mailto:joelerich@flo-analytics.com)**

[signature page to follow]

COUNTY OF TRINITY:

CONTRACTOR:

By \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Risk Management Approval

\_\_\_\_\_  
Margaret E. Long  
County Counsel

By: \_\_\_\_\_  
Shelly Nelson, Director  
Human Resources/Risk Management

## EXHIBIT A - SCOPE OF WORK

Oversee and Manage the Redistricting Process for Trinity County by:

- Developing a calendar for hearings.
- Engaging the public through websites, live-feed public meetings and hearings, mapping input, development of press releases and presentations, and other opportunities as required.
- Logging public outreach documents and maintain records according to legal requirements and best practices.
- Developing draft maps based on census data and County and public input based on the federal Voting Rights Act, California Voting Rights Act and other applicable election laws.
- Evaluating any draft maps prepared by the public to determine whether they are population balanced and satisfy the requirements of the Voting Rights Acts.
- Providing trainings and digital interface in an objective, non-partisan informational manner, and not attempt to persuade the participants in anyway.
- Conducting and/or actively participating in all meetings and public hearings that address the redistricting process. Meetings may be scheduled both virtually and in-person, as permitted by public health officials.
- Upon receipt of the 2020 United States Census data, providing data summary files to the County Board of Supervisors, the County team, and make available to the public, updating any digital interface previously used for demonstration and informational purposes.
- Analyzing whether the 2020 Census data requires modifications to the County Supervisorial districts.
- If so, proposing new district boundaries to the County team based on public input and prioritized criteria for redistricting and satisfy the requirements of the Voting Rights Acts.
- Making modifications to the draft district boundary maps based on input from the County team and public input.
- Being receptive to feedback and working effectively with the County team and public input.
- Assisting the County team as may be required in all facets of developing, adopting and implementing the final district boundary map.
- Once District Maps have been drawn, providing recommended precinct boundary modifications, if necessary.
- Other tasks requested by the County team that relate to the redistricting process, such as facilitating requests for additional demographic data or advising on the Voting Rights Acts.

## **EXHIBIT B – FEES**

Fees are to be charged at the current or actual costs unless listed below:

District Scenario Modeler Fee - \$2,000

Redistricting Engagement Portal Fee - \$2,000

FLO Principal - \$190 to \$250 per hour

FLO Senior - \$140 to \$190 per hour

FLO Analyst - \$120 to \$150 per hour

RPLG Legal Advisor/Associate - \$30 to \$425 per hour

## TRINITY COUNTY

### Item Report 2.7

Meeting Date: 8/17/2021

Department:  
County Administrative Office

Contact:  
Richard Kuhns, Psy.D.

Phone:  
530-623-1382

2.7 Agreement: Velocity - Pickett Peak (21-115)

#### **Requested Action:**

Approve an agreement with Velocity Communication, Inc to lease space at the county owned cell tower at Pickett Peak.

#### **Fiscal Impact:**

Revenue in the amount of \$200 per month.

#### **Summary:**

A while back, the County was approached by Velocity Communications, inquiring about leasing space on the cell tower at Pickett Peak. After review of their request and vetting it through Verizon Wireless, per our agreement with Verizon, it was determine that the project would be beneficial to the residents of Trinity County and would not require power consumption above the County's allotment at Pickett Peak.

If this agreement is approved, Velocity will install between three and six sector-style antennas which will allow them to provide broadband internet service to Trinity Pines, Forest Glen, and Ruth. Velocity will also install up to three microwave dishes which will allow links to future sites that will provide service to Mad River, Kettenpom and Zenia.

#### **ATTACHMENTS:**

Description

Agreement: Velocity Communications - Pickett Peak Lease

**AGREEMENT TO LEASE COMMUNICATIONS SITE  
PICKETT PEAK**

This agreement is made and entered into this 17<sup>th</sup> day of August 2021, between the COUNTY OF TRINITY, hereinafter referred to as "County", and VELOCITY COMMUNICATIONS, INC., hereinafter referred to as "Lessee."

RECITALS:

WHEREAS, County owns certain real property in the County of Trinity, State of California, described as the Pickett Peak communications site, located at Horse Ridge Lookout Road, Zenia, California 95595; and

WHEREAS, it is in the best interest of the County that it lease said communications site for the purpose of obtaining income from the lease thereof and extending telecommunications coverage to southern Trinity County; and

WHEREAS, County desires to lease said real property to Lessee and Lessee desires to lease the real property from County.

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

1. County leases to Lessee and Lessee hereby leases from County those certain premises located at the Pickett Peak communications vault site located on Horse Ridge Lookout Road, Zenia, California 95595.
2. Lessee is entitled to non-exclusive use of the premises, as described in **Exhibit A** attached hereto, and shall use the premises only for the purpose of installing, maintaining, and operating equipment and uses incidental thereto for providing radio and wireless telecommunication services which Lessee is legally authorized to provide to the public. County shall allow Lessee to construct, operate, maintain, repair and remove structures and equipment necessary for Lessee's operation of telecommunications equipment at the premises. Such activities shall be done in a workmanlike manner and shall not interfere with the activities of the County or other lessees on the premises. Lessee is responsible to provide maximum power consumption data if using or drawing from existing power at the site. All wires, equipment, and other personal property of Lessee shall remain the property of Lessee, and shall be removed and the property shall promptly be returned to its prior condition by Lessee upon the termination of this agreement; however, with written consent of County, Lessee may abandon in place any or all wires, equipment and personal property, whereupon, as abandoned, title to said improvements will vest in County. Lessee will promptly provide County model numbers and detailed descriptions of Lessee's equipment including footprint of equipment and location of antennas or other attachments. No installation of equipment

inside vaults or attachments to the tower or poles will be allowed without prior written approval by the County and the County's contracted communications consultant Six Rivers Communications.

3. This agreement and lease shall commence on August 17, 2021 and shall remain in effect until June 30, 2024. This agreement shall automatically renew for additional successive 3 year terms on the same terms and conditions as hereinabove and hereinafter indicate below unless otherwise terminated.
4. It is agreed by the parties that the rent for lease of space at the cell tower site will be \$200 per month commencing September 1, 2021. Monthly rent shall increase by 3% at the beginning of each renewal period with the first increase being effective July 1, 2024.
5. County reserves the right to enter and inspect the premises at reasonable times, with the prior consent of Lessee, which shall not be unreasonably withheld. Lessee shall have the right of ingress and egress to and from the premises over other lands owned by County.
6. The installation and maintenance of wires, equipment and other personal property by Lessee shall be performed in a neat and workmanlike manner, and shall conform in all respects to the fire and safety standards applicable to such installation and maintenance.
7. If Lessee remains an occupant of the premises after the expiration of the lease term, or any extension thereof, this agreement shall be extended on a month-to-month basis, subject to thirty-day notice of termination by County or Lessee.
8. Rent payable for any period of time of less than one month shall be determined by prorating the monthly rent, based on a thirty-day month, and on the actual number of days Lessee occupies the premises. Rent shall be paid to the County at the address specified in paragraph 23 of this agreement.
9. The parties agree that Lessee's use of the premises is dependent upon Lessee obtaining and maintaining all of the certificates, permits, licenses, and other approvals that may be required for Lessee's use of the premises. County will cooperate with Lessee, at no expense to County, with Lessee's effort to obtain such approvals.
10. Lessee shall not assign this lease agreement or sublet any part of the premises to other users without prior written consent of the County. An assignment without written consent of the County is void and will immediately terminate the agreement at the option of the County. This agreement may be amended or modified only by a writing signed by both parties hereto.



11. Upon termination or expiration of this agreement, Lessee shall peaceably and quietly leave and surrender to County the premises in good order and condition, reasonable use and wear thereof and damage by acts of nature excepted. Lessee shall remove any and all hazardous materials it has caused to be on the premises (such as batteries and items included on Proposition 65's list that is effective at the time of termination or expiration of the agreement) and in doing so shall comply with all laws, whether Federal, State or local. Upon termination, a qualified representative of County shall inspect the premises to determine that said premises were left in accordance with the terms specified.
12. In the event that Lessee's tenancy has resulted in damage to the premises, Lessee shall assume liability for the cost to restore the premises to its prior condition. Lessee recognizes that it is Lessee's sole responsibility to provide for the security of Lessee's equipment.
13. County shall perform weed abatement on the premises to meet State and local standards, and comply with the generally recommended fire prevention practices.
14. 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

15. County agrees at its own expense, during the entire term of this lease, to maintain fire insurance with extended coverage on all improvements on the leased premises for their full insurable value. The County's fire insurance will not cover or replace Lessee's personal property. In the event of the loss or damage by fire or other cause, County shall apply the proceeds from said insurance to repair or reconstruct the improvements on the leased premises, provided such repairs can be made within ninety (90) days, but County shall not be required to expend more than proceeds from any such insurance for the repair or reconstruction of said improvements. If such repairs cannot be made within ninety (90) days, then the county at its option may terminate this lease and both parties shall be released from the obligations hereof dating from such damage or destruction and proceeds of such insurance shall be paid to County.
16. County maintains a policy of All-Risk insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by the County. The County's All-Risk insurance policy will not cover the Lessee's personal property. The County utilizes Self-insurance and excess liability insurance with regard to any liability it may incur for personal injury or property damage arising out of its ownership or maintenance of the Premises.
17. This agreement 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.
18. Lessee 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 Lessee or its officers, agents, or employees in the performance of this agreement and use of the premises; excluding, however, such liabilities, claims, losses, damages, or expenses arising from the County's sole negligence or willful acts.

19. County agrees to indemnify, defend at its own expense, and hold Lessee 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 the County or its officers, agents, or employees in the performance of this agreement; excluding, however, such liabilities, claims, losses, damages, or expenses arising from the Lessee's sole negligence or willful acts.
20. 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 thereto reimbursement for all attorney's 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.
21. If any provision or provisions of this agreement are deemed in a court of law to be illegal or otherwise unenforceable, such provision or provisions shall be modified, wherever possible, to provide binding force and effect. If modification is not possible, the elimination of such provision or provisions shall not serve to invalidate the agreement and all remaining provisions of this agreement shall remain valid and enforceable.
22. The failure of either party to enforce at any time, or for a period of time, any of the provisions of this agreement, shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.
23. Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:  
Trinity County General Services  
P.O. Box 2700  
Weaverville, CA 96093

Notices shall be given to Lessee at the following address:  
Velocity Communications, Inc.,  
Attn: Travis Finch  
214 Unit D, Washington Street  
P.O. Box 246  
Weaverville, CA 96093

Telephone: 530-524-7875

24. A failure by Lessee to comply with or perform any provision of this agreement, where such failure continues for thirty (30) days after written notice thereof by County, shall constitute a default under this agreement. If a default occurs under this agreement by Lessee, County may terminate this agreement and may exercise any and all rights at law and equity.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement on the date above first written.

COUNTY OF TRINITY

LESSEE, VELOCITY  
COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Jeremy Browns, Chairman  
Trinity County Board of Supervisors

By: \_\_\_\_\_  
Travis Finch

## TRINITY COUNTY

### Item Report 2.8

Meeting Date: 8/17/2021

Department:  
County Administrative Office

Contact:  
Richard Kuhns, Psy.D.

Phone:  
530-623-1382

2.8 Agreement: 101Netlink - Pickett Peak (21-116)

#### **Requested Action:**

Approve an agreement with 101NetLink to lease space at the county owned cell tower at Pickett Peak.

#### **Fiscal Impact:**

Revenue in the amount of \$200 per month.

#### **Summary:**

A while back, the County was approached by 101Netlink, inquiring about leasing space on the cell tower at Pickett Peak. After review of their request and vetting it through Verizon Wireless, per our agreement with Verizon, it was determine that the project would be beneficial to the residents of Trinity County and would not require power consumption above the County's allotment at Pickett Peak.

Below is a brief description of who 101Netlink is and what they plan to do if this lease agreement is approved.

101Netlink is a family owned/operated Wireless Internet Service Provider business, based in Humboldt county with services offered in Southern Trinity, Humboldt and Northern Mendocino counties. We are proud and pleased to provide both Internet and Phone services to the rural and urban communities we serve plus interconnections for local schools, such as the Southern Trinity High School in Mad River and Hoaglin-Zenia schools with connections back to Humboldt County Office of Education in Eureka. We utilize small microwave radios to create connections from our customers to our access points located on towers and buildings. We do this by installing radios on towers such as Trinity County's Pickett Peak tower that broadcast a signal towards our desired customer base. We currently serve areas in Southern Trinity such as Dinsmore and Mad River, including the Ruth Lake Community Service campground and offices. Our interest to be on Pickett Peak is to expand our coverage area and to provide Internet and phone services to the southern parts of Ruth Lake, Ruth and the Flying Double A Ranch and the areas surrounding these communities. We offer these services to residences, business and government agencies. We are often involved with emergency installations for critical communications for first responders such as Cal Fire and National Forest fire fighter camps. We think our services from Pickett Peak will be critical to keeping people and agencies connected in the beautiful yet remote areas around Pickett Peak. We provide in house support with techs and customer service representatives that have knowledge of the rural and rugged areas we serve and live in. We look forward to serving the

greater Ruth Lake and Ruth areas!

**ATTACHMENTS:**

Description

Agreement: 101Netlink

## **2021 Trinity County Pickett Peak-101Netlink License Agreement**

THIS LICENSE AGREEMENT (this "License") is by and between 101Netlink, ("Licensee") and the County of Trinity ("Licensor").

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### **ARTICLE I - PREMISES**

#### **Premises**

Section 1.01. Licensor hereby gives permission to Licensee to utilize space on the Pickett Peak Communication Site property as described in Exhibit B at Pickett Peak, in Trinity County as described in Exhibit A, subject to the terms and conditions hereinafter set forth. It is agreed that this License Agreement does not constitute a lease, but constitutes a mere license, and Licensee is limited to the use of the Premises as specifically described in Article II of this License Agreement.

#### **Subordination**

Section 1.02. This License Agreement shall be subordinate and subject at all times to any existing mortgage or deed of trust covering the Property and Premises, or which at any time hereafter shall be made, and to all advances made, or hereafter to be made upon the security hereof, provided that as to future mortgages or deeds of trust covering the Premises, Licensor shall obtain from the mortgagee or holder of the deed of trust a non-disturbance agreement recognizing the terms of this License Agreement with mortgagee agreeing not to disturb the rights of Licensee under this License Agreement.

### **ARTICLE II - PERMITTED USE**

#### **Licensee's Non-exclusive License to Use Premises**

Section 2.01. Licensor hereby grants to Licensee a non-exclusive license to use the Premises for the purpose of permitting Licensee to transmit and receive communications and signals in any and all frequencies allowed by law related to the operation of its wireless communication service and the frequencies authorized for that service by the FCC, and for the construction and operation of necessary facilities, antennas, and buildings associated therewith; provided, however, that such use shall be subordinate to the uses described in Section 2.03, and to the procedures relating to interference described in this Article II. Licensor reserves for himself any use not granted to Licensee hereunder. This License shall be irrevocable except as provided herein.

#### **Obligation of the Parties To Work Together; Priority of Uses**

Section 2.02 (a). Licensee recognizes the exclusive right of Licensor to license or lease other space within and upon the Property owned by Licensor for communications or similar receiving and transmitting equipment. Any such use by other new licensees or lessees shall not unreasonably interfere with Licensee's operations or communications facilities (including the transmission or reception of any signals utilized by Licensee). For a period not to exceed two weeks ("Cooperation Period"), the parties

shall work together, cooperate with each other and employ their best efforts to ensure that communications facilities installed by a new licensee or lessee licensed or leased by Licensor shall not unreasonably interfere with the communication facilities and operations of Licensee. This cooperation shall include the right of the new licensee or lessee to transmit or receive signals for short periods of time not to exceed two hours per day during non-peak periods for a period of at least ten (10) days for testing purposes to determine if interference exists and if it has been cured. Licensee agrees that any sublicense granted by Licensee under the terms of this License Agreement shall contain a provision obligating such sublicensee to comply with the terms of this provision. For purposes of this clause, best efforts shall require the immediate and continuous attention to the interference issues by Licensee's personnel qualified to deal with such issues.

#### Definition of Interference

Section 2.03. As used herein and throughout the License, interference with a signal shall mean (a) a condition existing which constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and/or the rules and regulations of the Federal Communications Commission (FCC) then in effect, if applicable or (b) there is a impairment or degradation of the quality or reliability of the reception or transmission of signals as compared with that which would exist if no others were conducting any transmission or reception activities on Licensor's Property.

#### Right of Egress and Ingress

Section 2.04. Subject to Section 2.06, Licensee shall have the right of ingress and egress to the Premises at all times during the term of this License for the limited purpose of carrying on the use as set out in Section 2.01 so long as Licensee is not in default under this License as herein defined in Article XII. Licensee's right to ingress and egress shall be strictly limited in connection with the purposes set out in Section 2.01, and shall not include the right to pause, view, picnic, camp, hunt or use the right of way for any other purpose, nor to extend an invitation to anyone else to use the same. Licensee herein understands, and Licensee herein agrees, that the rights and restrictions of this License, at all times, applies to employees and/or agents of Licensee. Licensee and Licensee's associates will give full consideration to safe vehicle operation while on Licensor's Property.

#### Trimming/Removal of trees/foliage causing Interference

Section 2.05. Before the execution of this License, Licensee and Licensor will jointly determine which trees require removal or trimming to avoid radio signal interference as described in Section 2.03. At any time during the term of the License and any extension thereof, Licensee shall have the right to trim/remove trees to the same condition of the Property when the first License was granted to Licensee from Licensor. Any additional tree trimming/removal additional to the original condition of the Property at the time this License was granted to Licensee from Licensor will be considered on an individual case basis between Licensee and Licensor. All labor and costs associated with the removal/trimming of interfering trees will be the responsibility of the Licensee.

#### Location of Access Road; Assumption of Risk of Use of Access Road

Section 2.6. Except as hereafter set forth, Licensee agrees that Licensor shall not have any obligation to repair or maintain the road to the Property which is not owned by Licensor (the access road not owned by Licensor is hereafter referred to as "the Road"), or any portion of the Property owned by



Licensor which Licensee uses to access the Premises. The right to ingress and egress shall be restricted to the existing road to the Premises; provided, however, that if said road is changed, altered, or relocated at any time, then Licensee shall use the road as so changed, altered, or relocated. Licensee, Licensee's employees, agents and invitees traveling the road, agree to do so at their own risk with the understanding that the Licensor assumes no liability as result of Licensee's use of this road to the Premises. Licensee agrees to indemnify and hold Licensor harmless from any liability arising from the use of the road by Licensee, its employees, agents and invitees, or any alternate route or road utilized by Licensee to access the Property.

#### Compliance With Law

Section 2.7. Licensee shall comply with and conform to all laws and regulations, county, state and federal, and any and all requirements and order of any county, state or federal board authority, present or future, in any way relating to the condition, use, or occupancy of the Premises throughout the entire Term of this License Agreement.

#### Restrictions on Licensee's Use

Section 2.8. Licensee agrees, in using the Premises:

##### Waste

(a) Not to commit any waste or suffer any waste to be committed upon the Premises, or adjoining area;

##### Nuisance

(b) Not to commit any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any other tenant or licensee of Licensor or user of the Property or any occupant of nearby property;

##### Insurance Risks

(c) Not keep, use, or sell on the Premises any article, or conduct any activity thereon, which may be prohibited by the standard form of fire insurance policy covering improvements made by other Licensee's of Licensor's Property;

#### No Warranty by Licensor Concerning Security Or Access Or Power

Section 2.9. Licensee recognizes that other licensees will have access to the Property and Licensee recognizes that it is Licensee's sole responsibility to provide for the security of Licensee's equipment, including security of the Premises, and Licensee herein accepts that Licensor does not extend any warranties concerning the security of the Premises or Licensee's equipment. Licensor does not make any representations or warranties regarding the availability of any utilities including power to the Premises or the Property. Licensee, at its own expense, shall have the right to install utilities on the Premises and/or to improve the present utilities on the Premises. All utility service utilized by Licensee shall be paid for by Licensee.

## **ARTICLE III - TERM**

### **Term**

Section 3.01. The initial term of this License shall be from August 17, 2021(the "Commencement Date") through June 30, 2024 (the "Initial Term").

### **Renewal**

Section 3.02. Licensee shall, upon approval by Licensor, have the right to extend this License for additional successive 3 year terms (each a "Renewal Term") on the same terms and conditions as hereinabove and hereinafter indicated below. If Licensee shall remain in possession of the Premises at the expiration of this License or the Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this License.

### **Holding Over**

Section 3.03. If Licensee holds possession of the Premises after the expiration of the term of this License Agreement, Licensee shall be a tenant at sufferance only, but otherwise subject to all the terms and conditions of this License Agreement, whether or not Licensor shall accept any license fees from Licensee while Licensee is so holding over. In event Licensee shall hold over, the monthly license fee due during such period shall be an amount equal to two (2) times the monthly license fee as computed for the last month of the term then in effect. In the event the holding over is for a period of less than a month, said double rent shall be prorated.

## **ARTICLE IV - LICENSE FEE**

### **Annual License Fee**

Section 4.01. Licensee shall pay to Licensor the sum of \$200 per month, commencing September 1, 2021, for license of the Premise.

### **Annual Revision of Monthly Licensee Fee**

Section 4.02. An adjustment in said License Fee shall be made as set out in Section 4.03 at the beginning of each renewal period, (each an "Adjustment Date").

### **Computation of Adjustment on Monthly License Fee**

Section 4.03. On each Adjustment Date the monthly License Fee will increase by 3 percent (3%) in addition to the previous year's License Fee.

## **ARTICLE V - TAXES**

### **Taxes**

Section 5.01. Subject to Section 5.02, all real property taxes will be paid by Licensor, where

applicable, unless some portion of Licensee's equipment is included in the assessed value being taxed, in which event Licensee shall pay the appropriate pro-rata share of tax. All personal property taxes assessed on Licensee's property shall be paid directly by Licensee.

#### Increase in Taxes

Section 5.02. To the extent that any unusual annual real property tax increase exceeds the rate of inflation for the period covered by such increase, Licensors may increase Licensee's license fee by the Licensee's pro rata share of the taxes. As a condition of Licensors' right to increase the license fee pursuant to this Section 5.02, Licensors shall provide Licensee documentation from the taxing authority indicating the tax increase is attributable Licensee's installation.

### **ARTICLE VI. ALTERATIONS, REPAIRS, RESTORATION**

#### Ownership of Improvements

Section 6.01. It is understood and agreed between the parties that all installations, additions, improvements, fixtures or equipment, erected or installed or utilized at any time upon the Premises during the Term of this License by Licensee shall belong to Licensee. Licensors acknowledge that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Licensee's equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Licensors (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Licensee Fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings. Upon removing any of the aforementioned installations, additions, improvement, fixtures or equipment, any affected part of the Premises shall promptly be returned to its original condition by Licensee.

If Licensee does not remove all of same within 30 days after the end of the term as the case may be, the Licensors shall have, at the expiration of the 30th day, the option to assume that Licensee has abandoned all of said items to Licensors, in which event Licensee shall have no further rights or obligations relating thereto. In the event Licensors so elects, Licensors shall do so by giving notice to Licensee on the 31st day, and Licensors shall have no duty to Licensee in relation to Licensors's disposition of said personal property after the 30th day.

#### Licensee's Duty to Repair

Section 6.02. In the event Licensee causes any damage to the equipment or improvements of other licensees of Licensors, Licensee shall immediately make all reasonable repairs at Licensee's expense.

#### Mechanic's Liens

Section 6.03. Licensee agrees to pay promptly for all labor done or materials furnished for any work or repair, maintenance, improvement, alteration, or addition done by Licensee in connection with the Premises, and to keep and to hold the Premises free, clear and harmless of and from all liens that could arise by reason of any such work. If any such lien shall at any time be filed against the Premises, Licensee shall either cause the same to be discharged of record within twenty (20) days after receipt of

written notice of such filing, or if Licensee, in Licensee's discretion and in good faith, determines that such lien should be contested, Licensee shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Licensee shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to other right or remedy, Licensors may but shall not be obligated to discharge the same, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Licensee shall repay to Licensors on demand all sums disbursed hereof, including Licensors' costs, expenses and reasonable attorneys fees incurred by Licensors in connection therewith. Nothing contained herein shall imply any consent of agreement on the part of Licensors to subject Licensors' interest in the real property, of which the Premises are a part, to liability under any mechanic's lien law.

#### Notice of Non-responsibility

Section 6.04. Licensors shall at all times have the right to post and to keep posted on the Premises such notices provided for under the laws of the State of California for the protection of the Premises from mechanic's liens or liens of a similar nature.

### ARTICLE VII - INSURANCE

#### Liability Insurance Provided by Licensee

Section 7.01. Licensee agrees to secure from a company or companies authorized to do insurance business in the State of California, and maintain during the entire term of this License, and any extension thereof, a Policy of Commercial Liability Insurance, issued by an insurance company acceptable to Licensors and insuring Licensors against loss or liability caused by or connected with Licensee's occupation and use of Licensors' property under this License in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. In addition, where use of the premises as described in this agreement involve or require the use of any type of vehicle by Licensee, then Licensee shall also provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000. Licensee shall cause Licensors to be given written notification from the insurance company, or other competent proof, of the existence of such policies, and said policies shall require that the insurer give notice to the Licensors in the event of default in the payment of any premiums and that Licensors must be given at least thirty (30) days written notice prior to any attempted cancellation.

#### Default in Payment of Premium

Section 7.02. A default in the payment of an insurance premium when due shall constitute a default under the terms of this License, and Licensors shall have the right to proceed in the same manner as if Licensee defaulted in the payment of a license fee installment when due.

#### No Liability of Licensors

Section 7.03. Licensee shall indemnify, defend, and hold harmless Licensors from and against any and all claims, actions, damages or other payment on account of a claim (including, but not limited to, punitive, special, economic, consequential, indirect, exemplary, or incidental damages, restitution or disbursement), liability, and expense (including attorneys fees) arising from, directly or indirectly, or in

connection with (a) Licensee's operations or Licensee's use of Licensee's portion of the Property including, without limitation, RF emissions and/or exposure, regardless of whether Licensee is otherwise in compliance with all covenants of the Agreement, (b) any interruption of Licensee's services, or (c) any occurrence on the Property caused by (1) the act or omission of Licensee or Licensee's employees, agents, business invitees, contractors, servants, material men, or suppliers, except to the extent caused by the gross negligence or willful misconduct of Licensor; (2) any violation of any law, regulation, or ordinance applicable to Licensee's actual use or presence on the Property or actual use of or presence on the Property by Licensee's employees, agents, business invitees, contractors, servants, material men, or suppliers; or (3) any breach of any obligation, covenant, representation, or warranty of Licensee under this Agreement.

#### Waiver of Subrogation

Section 7.04. Licensor and Licensee, to the extent of insurance coverage actually paid, release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Property thereon caused by, or resulting from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Licensor and Licensee shall employ their best efforts to cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Licensee nor Licensor shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by the terms of this License Agreement but this limitation shall apply only to the extent of insurance coverage actually paid to cover any claim.

### ARTICLE VIII - EMINENT DOMAIN

#### Upon Property Taken by Eminent Domain

Section 8.01. If the whole or any part of the Property or Premises shall be taken by any public authority under the power of eminent domain, then the term of this License shall cease on the part so taken from the date the possession of that part shall be required for any public purpose, and the rent shall be paid up to that date. If the portion of property remaining is insufficient for the uses required by Licensee, Licensee may terminate this License. If Licensee does not terminate this License, the monthly rent shall continue without any reduction for the portion of the Premises taken. In the event of an appropriation of all or a portion of the Licensed Premises, Licensee shall not be entitled to assert a claim against the entire award to Licensor based upon an assertion that there is a bonus value to the License. However, Licensee may assert its own claim as long as it does not diminish Licensor's recovery.

### ARTICLE IX - DEFAULT

#### Acts Constituting a Default

Section 9.01. Any and all of the following actions shall constitute a material breach of this License:

- (a) Use of the Premises for any purpose other than as authorized in this License; or

(b) A default in the payment of the license fees or any other sums owing when due, which is not cured within ten (10) business days of receipt of written notice from Licensor to Licensee of such non-payment; or

(c) Abandonment or vacation by Licensee of the Premises for thirty (30) days or more; or

(d) Assignment of Licensee's rights under this License Agreement (except as permitted herein), either voluntarily or by operation of law, whether by judgment, executions, death, or any other means; or

(e) The filing by Licensee or any other person of a voluntary or involuntary petition in bankruptcy or an arrangement by or against Licensee; the adjudication of Licensee as bankrupt or insolvent; the appointment of a receiver of the business or of the assets of Licensee, except a receiver appointed at the instance or request of Licensor; the general or other assignment by Licensee for the benefit of Licensee's creditors; or

(f) A default in the performance of any other of the terms, covenants, and conditions herein contained which not cured within thirty (30) days of receipt of written notice of such default, unless such default is of the nature that it cannot be cured within 30 days in which case Licensee must commence cure within 20 days and pursue such cure to completion; or

(g) The inability of Licensee to pay the license fee herein specified or to perform any of the terms, covenants, or conditions herein by Licensee to be kept or performed.

#### Remedies of Licensor on Default

Section 9.02. If Licensee breaches this License Agreement, Licensor shall have, in addition to other rights or remedies, the right of reentry, after having given (10) days' notice of such intention and the right to take possession of all personal property from the Premises; Licensor may store the personal property in a public warehouse or auction yard or elsewhere at Licensee's expense and for Licensee's account. Licensor, at Licensor's election, shall become the owner of all personal property, of which Licensor has so taken possession, without being obligated to compensate Licensee for them.

If Licensor elects to reenter, as provided above, or to take possession under legal proceedings or under any notice provided for by law, Licensor may:

(1) terminate this License; or

(2) from time to time, without terminating this License, relet the entire or any part of the Premises for such terms (which may extend beyond the term of this License) and at such rentals and other conditions as Licensor in Licensor's sole discretion deems advisable. Licensor also has the right to make alterations and repairs to the Premises.

On each reletting either subparagraph (a) or (b) shall apply:

(a) Licensee shall be immediately liable for payment to Licensor of: (1) Licensor's expenses of reletting and making alterations and repairs, (2) the amount by which the rent specified in this License for the period of the reletting (up to but not beyond the term of this License) exceeds the amount agreed to by the new Licensee to be paid as rent for the Licensed Premises, and (3) all other indebtedness due under the License; or

(b) At Licensors option, rents received by Licensor from reletting shall be applied: first, to the payment of any indebtedness, except rent, due under this License from Licensee to Licensor; second, to the payment of expenses of reletting and of alterations and repairs; third, to the payment of rent due under the License and unpaid, with the residue, if any, being held by Licensor and applied in payment of future rent as it becomes due and payable under the License.

If Licensee has been credited with rent to be received by reletting under the option in subparagraph (a) above and the rent shall not be promptly paid to Licensor by the new tenant; or if the rentals received from reletting under the option in subparagraph (b) above during any month are less than that to be paid during that month by Licensee under the License, Licensee shall pay the deficiency to Licensor. This deficiency shall be calculated and paid monthly.

No reentry or taking possession of the premises by Licensor shall be construed as an election by Licensor to terminate this License unless written notice of such an intention is given to Licensee or the License is declared to be terminated by a court of competent jurisdiction. Even though the reletting was without termination by Licensor, Licensor may at any future time elect to terminate the License for the previous breach by Licensee. If Licensor terminates the License for a breach, in addition to any other remedy Licensor may have, Licensor may recover from Licensee all damages Licensor incurs by reason of the breach, including both the cost of recovering the premises and the worth, at the time of termination, of the excess of the amount of rent and charges equivalent to rent specified in this License, for the remainder of the stated term, over the then reasonable rental value of the premises for the remainder of the term. All of these amounts shall be immediately due from Licensee to Licensor.

All of these rights shall be concurrent and cumulative and are in addition to, and not in derogation of, all other rights and remedies available to Licensor.

Nothing contained in this License, and no security or guarantee of the Licensee that Licensor holds now or in the future under the License, shall in any way constitute a bar or defense to an action by Licensor in unlawful detainer or for recovery of the premises.

#### Default by Licensor

The following shall constitute a default of this License by Licensor: a default in the performance of any of the terms, covenants, and conditions herein contained which not cured within thirty (30) days of receipt of written notice of such default, unless such default is of the nature that it cannot be cured within 30 days in which case Licensor must commence cure within 30 days and pursue such cure to completion. In the event of such default, Licensee may pursue all remedies available to it at in law or in equity, including, without limitation, termination of this License.

#### Waiver of Breach

Section 9.03. Either party's failure to act upon any default or breach of covenant on the part of the other party shall not be, or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument to be construed to waive or to lessen the right of non-defaulting party to insist upon the performance by the defaulting party of any term, covenant, or condition hereof, or to exercise any rights given the non-defaulting party on account of any such default. A waiver of a particular breach, or default, shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to

be, a waiver of any term, covenant, or condition of this License. The failure of either party to insist upon the strict performance of the terms, conditions, covenants and agreements herein contained, or any of them, shall not constitute or be considered as a waiver of or relinquishment of the non-defaulting party's rights thereafter to enforce any such default or term, condition, covenant or agreement and the same shall continue in full force and effect.

## **ARTICLE X - NOTICES**

### **Notices**

Section 10.01. Any notice, demand, or communications under, or in connection with, this License Agreement, may be served upon Licensor or Licensee by personal service, email with confirmation of receipt, or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to the Licensor and/or Licensee, as follows:

If to Licensor:  
Trinity County  
PO Box 2700  
Weaverville, CA 96093  
[mwebster@trinitycounty.org](mailto:mwebster@trinitycounty.org)  
530-623-1277

If to Licensee:  
101Netlink  
P.O. Box 101  
Whitethorn, CA 95589  
[seth@101netlink.com](mailto:seth@101netlink.com)  
707-923-4000  
Seth cell: 707-223-0790

Licensor, Licensor's Agent and Licensee may change the above address by notifying the other party in writing as to such new address as Licensor or Licensee may desire to be used and which address shall continue as the address until further written notice.

## **ARTICLE XI - HAZARDOUS WASTE**

### **Limitation on Hazardous Substances.**

Section 11.01. The parties hereby covenant that neither party shall cause or permit any Hazardous Substances, as defined below, to be brought upon, kept, or used in or about the Premises or the Property by the parties or their agents, employees, contractors, or invitees unless such Hazardous Substances are used, kept, and stored safely, securely, and in a manner that complies with all laws regulating any such Hazardous Substances, including any applicable notice requirements.

### **Indemnification.**

Section 11.02. If either party breaches the covenant set forth in Section 11.01 (the "indemnifying party"), or if the presence of Hazardous Substances on, in, or about the Premises or the Property caused or permitted by the indemnifying party, its employees, agents, contractors, or subcontractors results in contamination of the Premises or the Property, or if contamination of the Premises or the Property by



Hazardous Substances otherwise occurs for which the indemnifying party is legally liable to the other party as finally determined by a court or other tribunal of competent jurisdiction, then the indemnifying party shall indemnify, defend, and hold the other party harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees and any and all costs incurred in connection with any investigation of site conditions and any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence of Hazardous Substances on, in, or about the Premises or the Property, or the soil or groundwater on or under the Premises or the Property to the extent but only to the extent arising from the indemnifying party's breach of this Section 11.

#### Survival

Section 11.03. The indemnification provisions of this Section shall survive the expiration or earlier termination of this License Agreement to and until the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed hereunder.

#### Definition of Hazardous Substances.

Section 11.04. For purposes of this Section 11, the term "Hazardous Substances" shall be interpreted broadly to include any substance whose use, possession, or storage is licensed, regulated, or controlled by any federal, state, or local governmental, administrative, or regulatory agency or authority, including but not limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Federal Water Pollution Control Act, 33 U. SC Section 1257 et seq., the Clean Air Act, 42 U.S.C. Section 2001 et seq., or the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq.

### **ARTICLE XII - GENERAL PROVISIONS**

#### Surrender at End of Term

Section 12.01. Licensee shall peaceably give up and surrender to Licensor the Premises and every part thereof to Licensor at the termination of the Term of this License.

#### Relief of Licensor After Sale

Section 12.02. In the event of a sale or conveyance by the Licensor of the Premises or any part containing the Premises, Licensor shall be relieved from any future liability upon any of the covenants or conditions, expressed or implied, in favor of Licensee, and in such event, the Licensee agrees to look solely to the responsibility of the successor in interest of the Licensor in and to this License.

#### Interest

Section 12.03. In the event any sums due to Licensor, whether for rent, repayment, or otherwise, are not paid within thirty (30) days of the due date, said sums shall bear interest at the highest rate allowable by law commencing with the first day after said sums became due.

## Licensor's Right to Inspect

Section 12.04. Licensor shall be entitled, at all reasonable times, upon prior written notice to Licensee, to go on the Premises for the purpose of inspecting the Premises, or for the purpose of inspecting the performance by Licensee of the terms and conditions of this License, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration, or repair thereof, as required or permitted by any law or ordinance. Licensor shall repair any damage it causes to the Premises and/or to Licensee's equipment during any such inspection.

## Termination Right In The Event of Non-Compliance with California Subdivision Law

Section 12.05. In the event that this Agreement is construed as a lease and not a license, and the California Subdivision Law requires the Property to be subdivided in compliance with its terms, Licensor may terminate this License upon thirty (30) days written notice, unless, within that period, Licensee agrees to pay its pro rata share of the cost of compliance. The pro rata share shall be determined by the number of licensees utilizing the Property through licenses granted by Licensor. For example, if Licensor has granted licenses to three (3) other users, then Licensee shall be responsible for one-fourth the cost of compliance. For purposes of this subdivision, the cost of compliance shall include, without limitation, filing fees, surveyor fees and attorneys fees. If it is not possible for any reason to comply with the California Subdivision Law, and it is determined that this license is illegal, then either Licensor or Licensee may terminate this License without liability to the other.

## Covenants

Section 12.06. It is mutually agreed that the letting hereunder is made under and subject to the terms, covenants, and conditions of this License and that each party covenants as a material part of the consideration for this License to keep and perform each and all of said terms, covenants, and conditions by each party to be kept or performed, and that this License is by each party to be kept or performed, and that this License is made upon the condition of such performance.

## Provisions Deemed Covenants and Conditions

Section 12.07. The parties here agree that all the provisions hereof are to be construed as covenants and conditions and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

## Time of Essence

Section 12.08. Time is of the essence in the performance of each provision of this License, and a delay of 24 hours is agreed to be a material breach of this Agreement.

## Cumulative Remedies

Section 12.09. The specified remedies to which Licensor or Licensee may resort under the terms of this License are cumulative and not intended to be exclusive of any other remedies afforded by law. The waiver of the performance of any term, covenant, or condition of this License by Licensor and Licensee shall not be construed as a waiver of any subsequent breach of the same term, covenant, or condition.

### Attorney's Fees

Section 12.10. Should either party hereto institute any legal action to enforce any provision hereof, the prevailing party in such action shall be entitled to receive from the other party reasonable attorney's fees.

### Invalidity

Section 12.11. If any of the terms, covenants, conditions or provisions of this License are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

### Agency

Section 12.12. Nothing contained in this License shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association other than Licensors and Licensees, except as set forth in the introduction.

### Extensions

Section 12.13. All references to the term of this License Agreement shall include any extensions of such term.

### Captions

Section 12.14. The captions of articles of this License are for reference only and are not to be construed in any way as a part of this License.

### Binding Effect; Counterparts

Section 12.15. This License shall not be binding and in effect until a counterpart hereof has been executed and delivered by the parties to each other. This License supersedes and replaces all other Licenses or agreements, both written and oral, and shall not be modified without the mutual consent of the parties hereto, first agreed in writing.

### Gender

Section 12.16. As used in this License, the masculine, feminine or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

### Compliance With Law & Marking & Lighting of Tower

Section 12.18. Licensee shall comply with all requirements of all governmental authorities in force either now or in the future as it relates to installation of equipment and loading of the tower with Licensee's equipment, including marking and light regulations.

## Governing Law

Section 12.19. This License Agreement and all documents referred to herein shall be interpreted, construed and enforced in accordance with the internal laws, and not the law of conflicts, of the State of California applicable to agreements made and to be performed in such state. The parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court or federal court located in Trinity County, California, which shall have subject matter jurisdiction, and the parties hereto hereby expressly consent to the jurisdiction of any such court and to venue therein and consent to the service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to the parties at their respective addresses set forth or given in accordance with Paragraph 10.01.

## Termination

Section 12.20. This License may be terminated by Licensor upon **ninety (90)** days written notice to Licensee for any reason or no reason. This License may be terminated by Licensee without further liability on **ninety (90)** days prior written notice as follows: (i) if Licensee does not obtain licenses, permits or other approvals necessary to the construction or operation of Licensee's equipment or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (ii) if Licensee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iii) if Licensee reasonably determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference.

## Assignment

Section 12.21. The rights, responsibilities and duties established under this License Agreement are personal to Licensee and may not be sub-licensed, transferred or assigned without the prior written consent of Licensor.

## Amendment

Section 12.22. This License Agreement may be amended or modified only by a writing signed by both parties hereto.

[signature page to follow]

IN WITNESS WHEREOF, the parties herein execute this License Agreement effective the 17<sup>th</sup> day of August, 2021.

Licensors

Licensee

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors

By: \_\_\_\_\_  
  
Seth Johannesen, Licensee.  
101Netlink  
P.O. Box 101  
Whitethorn, CA 95589

## **EXHIBIT A - “The Property”**

As recorded at the Trinity County Assessor’s Office, Weaverville, California,  
the property numbered and described as:

Assessor’s Parcel #:

County: Trinity

State: California

## **EXHIBIT B - "The Premises"**

The Premises is described as Trinity County Pickett Peak Tower Communication Site, located on National Forest Land.

Licensee may utilize a ½ standard communication rack space inside the existing building.

Licensee's power consumption is around 50 watts or 2 amps at 24vdcmax 24/7/365 for our entire site equipment.

Licensee may install a 2' microwave dish on the tower only high enough to provide clear line of sight to our relay site in Dinsmore.

Licensee may install up to 3 sector antennas, each weighing less than 15lbs and approx. 5.5"Hx11"Wx27"L. We can mount to standoffs or directly to the tower leg.

Licensee may install and secure up to 5 x Cat5e/Cat6 shielded cable runs up the tower. Each cable is less than 3/8" in diameter.

Licensee's system runs on 24vdc or 48vdc so we can take any DC voltage and convert it if not 24vdc or 48vdc or AC and transform it. We would have a few batteries in the rack that a charger maintains. The charger would be the sole connection to Licensor's power source.

Licensee may install 1-2 surveillance cameras for monitoring the security of our equipment, one on the inside of the building and one on the outside monitoring the entrance to the building.

Surveillance camera access provided by Licensee will be available to Licensor for monitoring the site and weather conditions upon Licensor's request. Licensee's Internet access service will be available to Licensor upon Licensor's request.

## TRINITY COUNTY

### Item Report 2.9

Meeting Date: 8/17/2021

Department:	Contact:	Phone:
General Services	Mike Webster/Debbie Case	530-623-1319 ext. 175/174

2.9 Amendment 1: Mike's Heating & Air (19-108)

#### **Requested Action:**

Approve amendment number one to the agreement with Mike's Heating & Air Inc., increasing the maximum cost by \$25,000 per fiscal year to provide as needed services to HVAC, low pressure steam boilers, and condensing chiller services to Trinity County.

#### **Fiscal Impact:**

Up to \$50,000 per fiscal year from requesting department.

#### **Summary:**

Mike's Heating & Air Inc. is already in contract for \$25,000 per fiscal year with FY auto renewal. During the start of the summer season, two systems identified have come up for replacement and the estimated cost of \$20,595 will use the majority of the contract dollars within the first two months of the fiscal year. The units identified are in the Courthouse and the Sheriff's Department Admin. This reduces the ability to allow any additional work to be scheduled as the need arises. Increasing the contract dollar amount will allow repairs to continue without a disruption in service.

#### **Discussion:**

With limited resources for these services and continued availability with the vendor, the new contract dollar amount of \$50,000 will allow General Services to continue to utilize the vendor and maintain the facilities.

#### **Alternatives Including Financial Implications:**

Deny the amendment and direct staff.

#### **Departmental Recommendation:**

It is the departments recommendation that the Board approve an increase of \$25,000 to the contract with Mike's Heating & Air Inc. increasing the maximum dollars to the County annually to \$50,000

#### **ATTACHMENTS:**

Description

Mike's Heating and Air, Inc. Agreement 19-108



19-108 Proposals FY 21-22  
Amendment 1



CONTRACT NUMBER	19-108	GS
COUNTY ORIGINAL		

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF TRINITY  
AND  
**Mike's Heating & Air, Inc.**

THIS AGREEMENT is made and entered into this 1st day of July 2019 by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and **Mike's Heating & Air, Inc.** hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: As needed HVAC, low pressure steam boilers, and condensing chillers services and or repairs as needed to Trinity County 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 \$25,000.00 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 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 5 days after the request of County Staff. 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 2700  
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 2700  
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. 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<sup>st</sup>, 2019 and shall continue in full force and effect, until either party gives 30 days written notice to terminate the agreement.
- 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.
- 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 General Services**  
**P.O. Box 2700**  
**Weaverville, Ca. 96093**  
**(530)623-1319 ext. 175 AND mwebster@trintiycounty.org**

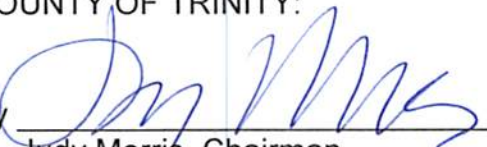
Notices shall be given to Contractor at the following address:

**Mike Dampier**  
**Mike's Heating & Air, Inc.**  
**19833 Riverside Ave. Suite A**  
**Anderson, Ca. 96007**  
**(530)365-2060 AND mjdamp@yahoo.com**

- 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

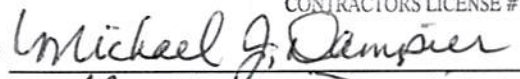
Date: 7/17/2019

Approved as to form:

  
MARGARET E LONG  
County Counsel

CONTRACTOR:

MIKE'S HEATING & AIR, INC.  
19833 RIVERSIDE AVE. SUITE A  
ANDERSON, CA 96007  
(530) 365-2060 FAX (530) 365-2873  
CONTRACTORS LICENSE #785004

By   
Name: MICHAEL J. DAMPIER  
Title: PRESIDENT

Date: 7/31/2019

RISK MANAGEMENT APPROVAL

By:   
Shelly Nelson  
Human Resources/Risk Management Director





## BID SUMMARY

Formal RFP / Written Bid / Oral Quotation

Scope of Service: *As needed HVAC Services to Trinity Co.*Date: *7/2/19* *and Boilers & chillers*Bids Recorded By: *Debbie Case*  
*Mike Webster*Time: *9:30 am*Bids Opened By: *Debbie Case*  
*Mike Webster*

Bidder contact info	Type	Bid Amount
★ Mike's Heating & Air Inc. 19833 Riverside Ave. Ste A Anderson, CA. 96007 (714) 871-1847	Gross Bid 5% Pref Net Bid	Rates 9500 After hrs. 142 <sup>50</sup> 00
Gibson Heating & Air Conditioning 1153 Prestige Way, Redding CA. 303-7945 wait	Gross Bid 5% Pref Net Bid	No Boiler work Not interested in Bidding After hrs.
Air Pro Heating & Air Conditioning 4007 Hyde Park Ct. Shasta Lake 524-2226	Gross Bid 5% Pref Net Bid	No Services in Trinity Co After hrs.
Integrity Heating & Air Conditioning Inc. 5213 Industrial Way Anderson, CA. 96007 (310) 613-2838	Gross Bid 5% Pref Net Bid	No services To Trinity Co After hrs.
	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	

**EXHIBIT "B"**

**SERVICE RATES**

---

As needed-	Week day Rates	After hours Sat/Sun/Holiday
<u>2019</u>	\$ <u>95.<sup>00</sup></u>	\$ <u>142.<sup>00</sup></u>

As needed-	Week day Rates	After hours Sat/Sun/Holiday
<u>2020</u>	\$ <u>100.<sup>00</sup></u>	\$ <u>150.<sup>00</sup></u>

**EXHIBIT "B"**

**From:** MIKE DAMPIER [<mailto:mjdamp@yahoo.com>]  
**Sent:** Monday, July 08, 2019 9:57 AM  
**To:** Deborah Case <[dcase@trinitycounty.org](mailto:dcase@trinitycounty.org)>  
**Cc:** Mike Webster <[mwebster@trinitycounty.org](mailto:mwebster@trinitycounty.org)>  
**Subject:** Re: Contract

Hi Deborah,

I am agreeable with this. I expect to increase our labor rate to \$100.00 per hour, \$150.00 for overtime as of 2020.  
Other than that, we could proceed.

Thanks

Mike Dampier  
Mike's Heating & Air Inc.  
19833 Riverside Ave. Ste A  
Anderson, Ca. 96007  
530-365-2060  
[mjdamp@yahoo.com](mailto:mjdamp@yahoo.com)

On Friday, July 5, 2019, 11:17:59 AM PDT, Deborah Case <[dcase@trinitycounty.org](mailto:dcase@trinitycounty.org)> wrote:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Siskiyou Insurance Services P. O. Box 491600 857 Mistletoe Lane Redding CA 96049		<b>CONTACT NAME:</b> KATHY MCINTOSH <b>PHONE (A/C No. Ext):</b> (530) 224-2345 <b>FAX (A/C No.):</b> (530) 224-2346 <b>E-MAIL ADDRESS:</b> kmcintosh@siskiyouinsurance.com															
<b>INSURED</b> MIKE'S HEATING & AIR INC 19833 RIVERSIDE AVE., SUITE A ANDERSON CA 96007-4938		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Co. Cor</td> <td>23787</td> </tr> <tr> <td>INSURER B: Security National Insurance Co.</td> <td>19879</td> </tr> <tr> <td>INSURER C: Westchester Surplus Lines Ins.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Nationwide Mutual Insurance Co. Cor	23787	INSURER B: Security National Insurance Co.	19879	INSURER C: Westchester Surplus Lines Ins.		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
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INSURER B: Security National Insurance Co.	19879																
INSURER C: Westchester Surplus Lines Ins.																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**ORIGINAL**

**COVERAGES** **CERTIFICATE NUMBER:** CL14103000147 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ACP7832148219	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$1,000 Deductible						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			ACP7832148219	5/31/2019	5/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ACP7832148219	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SNC1234847	3/15/2019	3/15/2020	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability including Mold Liability			G46876362-002	3/08/2019	3/08/2020	Aggregate Limit \$2,000,000 Per Occurrence Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT CG2010.

## CERTIFICATE HOLDER

dcase@trinitycounty.org

TRINITY COUNTY  
BUILDING & GROUNDS  
P.O. BOX 2700  
WEAVERVILLE, CA 96093

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kathy McIntosh*

POLICY NUMBER: ACP7832148219

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) of Covered Operations:**

TRINITY COUNTY, BUILDING & GROUNDS  
P.O. BOX 2700  
WEAVERVILLE, CA 96093

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

ISO Properties, Inc., 2004

Page 1 of 1

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8,660.000000

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20,595.000000 \*

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## MIKE'S HEATING & AIR, INC.

19833 Riverside Avenue Suite A

Anderson, CA 96007

(530) 365-2060 Fax (530) 365-2873

Contractor's License #785004

DIR #1000005959

## PROPOSAL

TO: TRINITY COUNTY GENERAL SERVICES

ATTN: MIKE WEBSTER

PO BOX 2700

WEAVERVILLE, CA 96093

DATE: 7/15/21

JOB: TRINITY COUNTY COURTHOUSE

HUMAN RESOURCE AIR HANDLER

REPLACE EXISTING AIR HANDLER WITH NEW MAGIC AIRE BELT DRIVE WITH 4 ROW HOT WATER COIL.  
INCLUDES RECONNECTION OF EXISTING DUCTING, WATER LINES, ELECTRICAL, TAX, AND PREVAILING  
WAGE LABOR COMPLETE.

**TOTAL PRICE: \$11,935.00**

All material is guaranteed as specified, and the above work is guaranteed by Mike's Heating & Air, Inc. for one year and to be completed in a substantial work like manner. Equipment failure due to blown fuses, dirty filters or power spikes beyond our control will not be covered under our guarantee. We impose a surcharge of 3.00% on the transaction amount on VISA, MasterCard, Discover, and American Express credit card products, which is not greater than our cost of acceptance. We do not surcharge debit cards.

Submitted: William Leach Date: 7/15/2021

**\*\*NOTE\*\*** this proposal may be withdrawn by Mikes Heating & Air, Inc. if not accepted within 30 days.  
Contractors are required by law to be licensed and regulated by contractors' state license board. Questions concerning a contractor may be referred to the registrar of the board; whose address is:

Contractors' State License Board  
9825 Goethe Road  
Sacramento, CA. 95827

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

# MIKE'S HEATING & AIR, INC.

19833 Riverside Avenue Suite A

Anderson, CA 96007

(530) 365-2060 Fax (530) 365-2873

Contractor's License #785004

DIR #1000005959

## PROPOSAL

TO: TRINITY COUNTY  
ATTN: MIKE WEBSTER  
PO BOX 2700  
WEAVERVILLE, CA 96093

DATE: 6/30/2021

JOB: SHERIFF DEPARTMENT ADMIN UNIT

REPLACE EXISTING UNIT WITH NEW 4 TON DAY & NIGHT 14 SEER PACKAGED UNIT ON ROOF. INCLUDES RECONNECTION OF GAS AND ELECTRICAL, CRANE CHARGES, DISPOSAL FEE, TAX AND PREVAILING WAGE LABOR COMPLETE.

**TOTAL PRICE: \$8,660.00**

EXCLUDES: PERMIT FEES, CERTIFIED DUCT LEAK TEST AND BONDS.

All material is guaranteed as specified, and the above work is guaranteed by Mike's Heating & Air, Inc. for one year and to be completed in a substantial work like manner. Equipment failure due to blown fuses, dirty filters or power spikes beyond our control will not be covered under our guarantee. We impose a surcharge of 3.00% on the transaction amount on VISA, MasterCard, Discover, and American Express credit card products, which is not greater than our cost of acceptance. We do not surcharge debit cards.

Submitted: William Leach Date: 6/30/2021

**\*\*NOTE\*\*** this proposal may be withdrawn by Mikes Heating & Air, Inc. if not accepted within 30 days. Contractors are required by law to be licensed and regulated by contractors' state license board. Questions concerning a contractor may be referred to the registrar of the board; whose address is:

Contractors' State License Board  
9825 Goethe Road  
Sacramento, CA. 95827

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_



**AMENDMENT NO. 01  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
NO. 19-108  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
MIKE'S HEATING & AIR, INC.**

WHEREAS, a Contract was entered into the 1st day of July, 2019 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **MIKE'S HEATING & AIR, INC.** ("Contractor"), to provide as needed HVAC, low pressure steam boilers, and condensing chillers services and or repairs as needed to Trinity County; and

WHEREAS, the Contract provides for auto renewal each fiscal year and continues in full force and effect, until either party gives 30 days written notice to terminate the agreement; and

WHEREAS, the parties wish to:

1. Increase the maximum cost to the County for the services to be provided herein; and

WHEREAS, the Contract provides for amendments;

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

1. V. MAXIMUM COST TO THE COUNTY: Not withstanding any other provision of the contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$50,000.00 per Fiscal Year, 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 3rd day of August, 2021.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director

## TRINITY COUNTY

### Item Report 2.10

Meeting Date: 8/17/2021

Department:  
Health and Human Services

Contact:  
Elizabeth Hamilton

Phone:  
530-623-1265

#### 2.10 Agreement 4: Personal Telephone Service (12-061)

##### **Requested Action:**

Approve amendment number four to the agreement with the Personal Telephone Service updating services offered, increasing the maximum cost by \$13,000, and extending the term to December 31, 2021 to provide telephone and messaging services for after-hours, weekend, and holiday calls to Child Welfare Services and Adult Protective Services.

##### **Fiscal Impact:**

No impact to the General Fund; \$13,000 per fiscal year from Child Welfare Services allocation.

##### **Summary:**

Should the Board approve the amendment with Personal Telephone Service to provide telephone and messaging services for after-hours, weekend, and holiday calls to Child Welfare Services and Adult Protective Services, then the County will remain compliant with California Department of Social Services for after-hours calls and messaging service provision for families engaged with Child Welfare Services and Adult Protective Services and be able to support families with after-hours emergency responses to issues.

##### **Discussion:**

This amendment to an agreement will be contracted at \$13,000 per fiscal year.

This amendment will allow Trinity County to remain compliant with Child Welfare Services and Adult Protective Services program requirements of CDSS to provide telephone and messaging services for after-hours, weekend, and holiday calls to Child Welfare Services and Adult Protective Services, and be able to support families with after-hours emergency responses to issues.

##### **Alternatives Including Financial Implications:**

Reject the amendment to the agreement as presented and give further direction to Child Welfare Services and Adult Protective Services staff.

##### **Departmental Recommendation:**

Rejection of the agreement would result in non-compliance with CDSS programs and services requirement for after-hours emergency services to children, youth, adults, and families. Without the

amendment to the agreement, the County would see potential adverse affects to residents and stakeholders and increase in Department costs for staff, including overtime costs. Not offering telephone and messaging services could result in higher levels of abuse and neglect to residents which would increase costs for foster care, adult service provision, and staff time. It is staff's recommendation that the Board approve this proposed amendment to the agreement as presented.

**ATTACHMENTS:**

Description

Original Contract/ Previous Amendments

Amendment 4

AMENDMENT NO. 3  
TO CONTRACT NO. 12-061 BETWEEN  
THE COUNTY OF TRINITY  
AND  
Personal Telephone Service

WHEREAS, an agreement was entered into the 1<sup>st</sup> day of May, 2012 and amended on the 1<sup>st</sup> day of July, 2015 and on the 1<sup>st</sup> day of July, 2017 by and between the COUNTY OF TRINITY, and Jerry C. Gilbert, doing business as Personal Telephone Service, to provide telephone and messaging services for after-hours, weekend, and holiday calls to Child Welfare Services and Adult Protective Services; and

WHEREAS, the agreement provides for a termination date of June 30, 2018; and

WHEREAS, the parties wish to:

1. Revise the opening paragraph to include updated services
2. Revise the recitals to include updated services
3. Increase the maximum cost to County; and
4. Extend the contract performance timelines; and
5. Extend the term of agreement; and
6. Revise Contractor address; and
7. Amend Exhibit A
8. Amend Exhibit B.

WHEREAS, the agreement provides for amendments;

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

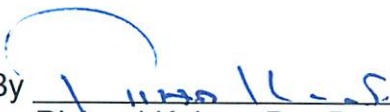
1. In the opening paragraph, revise the service provision summary as follows:  
    "...to provide telephone and messaging service for after-hours, weekend, holiday, and occasional business-hours calls for Child Welfare Services and Adult Protective Services."
2. In the section entitled "RECITALS," revise the service provision summary as follows:  
    "Telephone messaging service for after-hours, weekend, holiday, and occasional business-hours calls for Child Welfare Services and Adult Protective Services."

3. In section V of the contract entitled "MAXIMUM COST TO COUNTY," add the following text to the end of said section:  
"Amendment number 3 increases the maximum sum by \$4,000, for a revised maximum sum of \$13,000, including direct non-salary expenses."
4. In section VII of the contract entitled "CONTRACT PERFORMANCE TIME," add the following text to the end of said section:  
"Contract is extended, therefore all work required by this contract shall be completed and ready for acceptance no later than June 30, 2021."
5. In section XV of the contract entitled "TERM OF AGREEMENT," add the following text to the end of said section:  
"The termination date is extended to June 30, 2021."
6. In section XXVI of the contract entitled "NOTICES," replace Contractor's address with the following:  
Personal Telephone Service  
1304 East Street  
Redding, CA 96001
7. Exhibit "A," referenced in Section I of the contract entitled "SCOPE OF SERVICES" and in Section III of the contract entitled "COUNTY FURNISHED SERVICES," is amended, and is attached hereto and incorporated herein by reference.
8. Exhibit "B," referenced in Section IV of the contract entitled "FEES" and in Section VI of the contract entitled "PAYMENT," is amended, and is attached hereto and incorporated herein by reference.

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

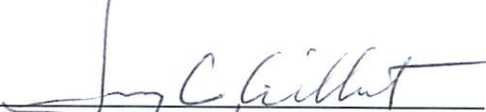
IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 1<sup>st</sup> day of July, 2018.

COUNTY OF TRINITY:

By   
Richard Kuhns, Psy.D  
County Administrative Officer

Date: 9.25.18

CONTRACTOR:

By   
Name: Jerry C. Gilbert  
Title: OWNER

Date: 10-10-18

## EXHIBIT A

### SERVICES TO BE PROVIDED BY CONTRACTOR

1. Provide telephone and messaging service for after-hours, weekend and holiday calls to Child Welfare Services (CWS) and Adult Protective Services (APS). For the purpose of this agreement, a "holiday" or "holidays" are those dates specified in the Trinity County Personnel Rules.
2. Provide service 365 days per year. Hours of coverage shall be from 5:00 pm to 8:00 am on County working days, and 24 hours per day on weekends and holidays.
3. Be available to provide telephone and messaging service during standard business hours (Monday through Friday, 8am to 5pm). CWS and APS offices are staffed with reception personnel; however, sometimes staff are required to be away from the reception area or are momentarily unavailable.
  - a. In the event that all staff are required to attend a training or meeting, leaving County reception staff unavailable, County staff will contact Personal Telephone Service to inform them of the temporary reception vacancy.
    - i. CWS will contact Personal Telephone Service and provide to Personal Telephone Service staff the contact number of the CWS on-call worker who will be available for CWS emergency response calls.
    - ii. APS will contact Personal Telephone Service and provide to Personal Telephone Service staff the contact number of the APS on-call worker who will be available for APS emergency response calls.
  - b. In the event that reception staff are momentarily unavailable, and CWS has not informed Personal Telephone Service of a reception vacancy, Contractor's staff shall screen calls pursuant to procedures outlined below.
    - i. Contractor's staff shall call the CWS reception line at 530-623-1314 to follow up with CWS about the missed phone call.
  - c. For any calls received by Contractor's staff during standard business hours, Contractor's staff shall fax a report of all calls received to CWS and/or APS, to the fax numbers listed in number 11 below.
4. Dedicate separate telephone lines and numbers to CWS and APS.
5. Have available separate telephone lines for forwarding calls to County on-call staff.
6. Dedicate sufficient supervised staff to answer all calls promptly. Contractor's staff shall not perform other functions that interfere with the prompt handling of County calls.
7. Train all staff members providing services pursuant to this agreement, prior to service delivery. Pre-service and in-service training shall include, but not be limited to:
  - a. Handling crisis calls from distraught individuals;
  - b. Screening and handling emergency calls requiring immediate response;
  - c. Message calls where response can be made on the next working day; and

- d. Completion of Help Line training, which is a training for volunteers who staff 24-hour help line.
- 8. Ensure that Contractor's staff is knowledgeable of Trinity County's community resources and capable of making referrals when appropriate.
- 9. Have a County approved plan for providing backup staff to provide the services covered by this agreement.
  - a. In case of a natural disaster or incapacitating incident which displaces Personal Telephone Services staff from the Contractor's office or other worksite locations, Personal Telephone Services will notify CWS and APS staff of a problem and Contractor will provide to County a cell phone number for forwarding the lines, as described in section number 5.
- 10. Use the current phone list of designated County employees and after-hours on-call staff, provided by County pursuant to Paragraph III B., to contact the on-call social worker for the appropriate time period, or a supervisor on the list.
- 11. Send via fax at 8:00 am, of each county workday, a separate list of Child Welfare Services (530-623-1488) and Adult Protective Services (530-623-1297) of all calls received for each respective agency since the close of the County's last business day. The list shall identify the disposition of calls and messages taken.



## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

For providing the services specified in Exhibit "A", Contractor shall be paid as follows:

- \$110 per month for the first 200 calls per month
  - 200 calls per month include non-business hours as well as those rare calls during standard business hours, as outlined in Exhibit A, section number 3.
- Charges for calls in excess of the first 200 per month shall be as follows:
  - \$.49 for message units
  - \$.45 each for call outs (to pagers, cell phone, fax machine, residence, etc.)
  - \$.45 each for a phone patch
  - \$.43 for each information-only unit
- Any long-distance phone charges for calls made at County's on-call worker's request shall be billed to the County the following month at cost.
- There shall be no compensation for hang-ups and wrong numbers.



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2018

GROUP:  
 POLICY NUMBER: 9036543-2018  
 CERTIFICATE ID: 5  
 CERTIFICATE EXPIRES: 10-01-2019  
 10-01-2018/10-01-2019

TRINITY COUNTY HEALTH AND HUMAN SERVICES NF  
 PO BOX 1470  
 WEAVERVILLE CA 96093-1470

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

GILBERT, JERRY AND GILBERT, DIANNA DBA: NF  
 PERSONAL TELEPHONE SERVICE  
 1304 EAST ST STE 104  
 REDDING CA 96001

*Handwritten notes in red ink:*  
 10-18  
 10-19  
 11-5-18  
 136  
 3879175  
 cont. #



PERSTEL-CL

ECACCIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

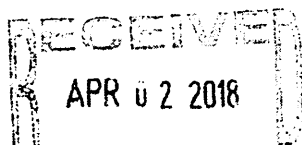
<b>PRODUCER</b> George Petersen Insurance Agency - Redding 2920 Bechelli Lane Redding, CA 96002		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (530) 244-9400 <b>FAX (A/C, No):</b> (530) 244-9444 <b>E-MAIL ADDRESS:</b> info@gpins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Sentinel Insurance Company Ltd	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		57SBAUZ5653	04/05/2018	04/05/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							HIRED NON OWNED \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<b>DED</b> <b>RETENTION \$</b>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <b>OTH-ER</b>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)



<b>CERTIFICATE HOLDER BY:</b> Trinity County Health & Human Service Attn: Child Welfare Services P.O. Box 399 Weaverville, CA 96093	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

POLICY NUMBER: 57 SBA UZ5653



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION  
Trinity County Health & Human Service  
Attn: Child Welfare Services  
P.O. Box 399  
Weaverville, CA 96093

SHASTA COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS  
AND VOLUNTEERS  
HEALTH & HUMAN SERVICES AGENCY  
1810 MARKET STREET  
REDDING, CA 96001

RECEIVED  
APR 02 2018  
BY: \_\_\_\_\_

CONTRACT NUMBER	12-061.2	HHS
COUNTY ORIGINAL		

AMENDMENT NO. 2  
TO CONTRACT NO. 12-061 BETWEEN  
THE COUNTY OF TRINITY  
AND  
**Personal Telephone Service**

WHEREAS, an agreement was entered into the 1st day of May, 2012 by and between the COUNTY OF TRINITY, and ~~Gerry~~ C. Gilbert, doing business as Personal Telephone Service, to provide telephone and messaging services for after-hours, weekend, and holiday calls to Child Welfare Services and Adult Protective Services; and

WHEREAS, the agreement was amended on the 1st day of July, 2015 to extend the termination date; and

WHEREAS, the agreement provides for a termination date of June 30, 2018; and

WHEREAS, the parties wish to:

1. Correct the opening paragraph of the contract and amendments;
2. Revise the requirements for insurance;
3. Revise the County address for Notices; and

WHEREAS, the agreement provides for amendments;

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

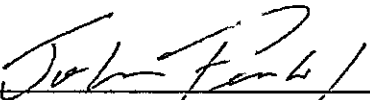
1. In the opening paragraph of the original contract and in amendments remove "Gerry" and replace with contractor's correct name: "Jerry";
2. In Section VIII. "INSURANCE," remove the second sentence with any and all references to automobile liability coverage; and remove the fourth sentence with any and all references to professional coverage;
3. In Section XXVI. "NOTICES," remove the Trinity County Health and Human Services address and replace with the following:

Trinity County Health & Human Service  
Attn: Child Welfare Services  
P.O. Box 399  
Weaverville, CA 96093

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

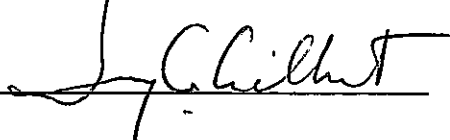
IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 1st day of July, 2017.

COUNTY OF TRINITY:

By:   
John Fenley, Chairman  
Trinity County Board of Supervisors

Date: 08/15/2017

CONTRACTOR:

By: 

Date: 8-25-2017

CONTRACT NUMBER	12-061-1	AHS
COUNTY ORIGINAL		

AMENDMENT NO. 1  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
Personal Telephone Service

WHEREAS, a Contract was entered into the 1st day of May 2012 by and between the COUNTY OF TRINITY, and Gerry C. Gilbert doing business as Personal Telephone Service, to provide telephone and messaging service for after-hours, weekend, and holiday calls for Child Protective Services and Adult Protective Services; and

WHEREAS, the contract provides for a termination date of June 30, 2015; and

WHEREAS, the parties wish to extend the date of termination of the contract; and

WHEREAS, the Contract provides for amendments;

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

1. Section XV, of the contract entitled "TERM OF AGREEMENT" is amended by adding the following to the end of said section:

"The termination date is extended to June 30, 2018."

2. 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 1st day of July, 2015.

COUNTY OF TRINITY

CONTRACTOR

By: Wendy G. Tyler  
Wendy G. Tyler  
County Administrative Officer

By: Gerry C. Gilbert

APPROVED ASTO FORM	DATE	
	INITIAL	DATE
CC	ML	7/2/15
AUD	JS	7/30/15
CAO	WT	8/19/15

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF TRINITY  
AND  
Personal Telephone Service

COUNTY / CONTRACT	CONTRACT NUMBER
12-0021	#100

THIS AGREEMENT is made and entered into this 1st day of May 2012, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and Gerry C. Gilbert doing business as Personal Telephone Service, hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

Telephone and messaging service for after-hours, weekend, and holiday calls to Child Welfare Services and Adult protective Services; 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 \$9,000.00, including direct non-salary expenses.

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

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, 2015. Time is of the essence with respect to this Contract.

VIII. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of

this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The Contractor shall be required to carry professional coverage in the amount of \$1,000,000.

The County shall be named as an *Additional Insured* on all of the policies. The Certificate Holder and Additional Insured should read as follows:

Trinity County  
P O Box 1613  
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

IX. **WORKER'S COMPENSATION:** The 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 shall be provided to County prior to commencement of work.

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, 2012 and shall terminate on June 30, 2015.

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

XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the 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.

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 Health & Human Services  
Attn: Child Protective Services  
PO Box 1470  
Weaverville, CA 96093**

Notices shall be given to Contractor at the following address:

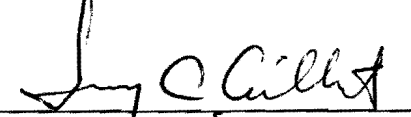
**Personal Telephone Service  
Attn: Jerry Gilbert  
P.O. Box 493487  
Redding, CA 96049-3487**

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

COUNTY OF TRINITY:

By:   
Wendy G. Tyler,  
County Administrative Officer

CONTRACTOR:

By:   
Name: Jerry C. Gilbert  
Tax ID: 68-0266110  
Telephone: 530-225-8140

#12-001

APPROVED AS TO FORM	INITIAL	DATE
CC	ATTACHED	
AUD	MP	5/18/12
CAO	WT	5/22/12

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 Health & Human Services  
Attn: Child Protective Services  
PO Box 1470  
Weaverville, CA 96093**

Notices shall be given to Contractor at the following address:

**Personal Telephone Service  
Attn: Jerry Gilbert  
P.O. Box 493487  
Redding, CA 96049-3487**

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

COUNTY OF TRINITY:

CONTRACTOR:

By: \_\_\_\_\_  
Wendy G. Tyler,  
County Administrative Officer

By: \_\_\_\_\_  
Name: Jerry C. Gilbert  
Tax ID: 68-0266110  
Telephone: 530-225-8140

#6-201

APPROVED ASTO FORM		
	INITIAL	DATE
CC		5/18/12
AUD		5/22/12
CAO		

## EXHIBIT A

### SERVICES TO BE PROVIDED BY CONTRACTOR

1. Provide telephone and messaging service for after-hours, weekend and holiday calls to Child Protective Services (CPS) and Adult Protective Services (APS). For the purpose of this agreement, a "holiday" or "Holidays" are those dates specified in the Trinity County Personnel Rules.
2. Provide service 365 days per year. Hours of coverage shall be from 5:00 pm to 8:00 am, County working days, and 24 hours per day on weekends and holidays.
3. Dedicate separate telephone lines and numbers to CPS and APS.
4. Have available separate telephone lines for forwarding call to County on-call staff.
5. Dedicate sufficient supervised staff to answer all calls promptly. Contractor's staff shall not perform other functions that interfere with the prompt handling of County calls.
6. Train all staff members providing services pursuant to this agreement, prior to service delivery. Pre-service and in-service training shall include, but not be limited to:
  - a. Handling crisis calls from distraught individuals;
  - b. Screening and handling emergency calls requiring immediate response;
  - c. Message calls where response can be made on the next working day; and
  - d. Competition of Help Line training, which is a training for volunteers who staff 24-hour help line.
7. Ensure that Contractor's staff is knowledgeable of Trinity County's community resources and capable of making referrals when appropriate.
8. Have a County approved plan for providing backup staff to provide the services covered by this agreement.
9. Use the current phone list of designated County employees and after-hours on-call staff, provided by County pursuant to Paragraph III B., to contact the on-call social worker for the appropriate time period, or a supervisor on the list.
10. Send via fax at 8:00 am, of each county workday, a separate list of Child Protective Services (530-623-1488) and Adult Protective Services (530-623-6628) of all calls received for each respective agency since the close of the County's last business day. The list shall identify the disposition of calls and messages taken.

## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

For providing the services specified in Exhibit "A", Contractor shall be paid as follows:

- \$110 per month for the first 200 calls per month
- Charges for calls in excess of the first 200 per month shall be as follows:
  - \$.43 for message units
  - \$.39 each for call outs (to pagers, cell phone, fax machine, residence, etc.)
  - \$.39 each for a phone patch
  - \$.37 for each information-only unit
- Any long distance phone charges for calls made at County's on-call worker's request shall be billed to the County the following month at cost.
- There shall be no compensation for hang-ups and wrong numbers.



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.

Dated: 7-11-12

  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

to depAke 4/26/12  
BG



**NBA**  
**ROUTING FORM**  
COUNTY ADMINISTRATIVE OFFICE

DATE: 4/20/12

REQUESTED BY: *Linda Wright*  
Linda Wright

PREPARED BY: Jessica Iford

DEPARTMENT: HHS

---

**NAME OF CONTRACTOR:** Personal Telephone Service (PTS)

**DISCUSSION:**

This contract with PTS provides for telephone and messaging service for after-hours, weekend and holiday calls to Child Protective Services and Adult Protective Services. It is mandated that there be a 24 hour call center or that staff be available and this service manages calls for the limited county staff, helping to manage staff costs. Without this service, the Department would have to seek an alternate vendor. This is not recommended as the likelihood that another vendor could be located who could offer the same level of service at a lower costs is unlikely.

**FISCAL IMPACT:** Up to \$9,000 over the next 3 years, through June 30, 2015.

**SOURCE OF FUNDING:** Child Welfare Budget

---

**CLERKS USE ONLY:**

FILECODE: \_\_\_\_\_

CONTRACT/AMEND NO: 12-0601

CROSSFILE: \_\_\_\_\_

AMEND. NO'S : \_\_\_\_\_

COPIES: \_\_\_\_\_

ORIGINAL NO: \_\_\_\_\_

*5/8/12 Ex A not complete, Ex B has typo*

COMMENTS:



**NBA**  
**ROUTING FORM**  
COUNTY ADMINISTRATIVE OFFICE

DATE: 6/25/2015

REQUESTED BY: Christine Zoppi

PREPARED BY: Leah Albin, Staff Services Analyst (CWS)

DEPARTMENT: HHS

RECEIVED  
JUL 06 2015  
ADMINISTRATIVE SERVICES

NAME OF CONTRACTOR: Personal Telephone Service (PTS)

DISCUSSION:

This contract with PTS provides for telephone and messaging service for after-hours, weekend and holiday calls to Child Protective Services and Adult Protective Services. It is mandated that there be a 24 hour call center or that staff be available and this service manages calls for the limited county staff, helping to manage staff costs. Without this service, the Department would have to seek an alternate vendor. This is not recommended as the likelihood that another vendor could be located who could offer the same level of service at a lower cost is unlikely. This amendment will extend the PTS services through June 30, 2018.

FISCAL IMPACT:

Up to \$9,000 over the next 3 years, through June 30, 2018. – No impact to General Fund.

SOURCE OF FUNDING: Child Welfare Budget

CLERKS USE ONLY:

FILECODE: \_\_\_\_\_

CONTRACT/AMEND NO: 12-0604.1

CROSSFILE: \_\_\_\_\_

AMEND. NO'S : \_\_\_\_\_

COPIES: \_\_\_\_\_

ORIGINAL NO: \_\_\_\_\_

COMMENTS:

7/28 ML  
7/30 AB  
8/3 LT





# CERTIFICATE OF LIABILITY INSURANCE

PERSTEL-01

MMISI

DATE (MM/DD/YYYY)  
4/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George Petersen Insurance Agency - Redding 1670 Market Street, Suite 256 Redding, CA 96099	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (530) 244-9400 FAX (A/C, No): (530) 244-9444 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Personal Telephone Service Jerry Gilbert P.O. Box 493487 Redding, CA 96049-3487	<b>INSURER A:</b> Sentinel Insurance Company Ltd <b>NAIC #</b> 11000	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SOBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	57SBAUZ5653	04/05/2014	04/05/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ER: Contract #09-162. The Certificate Holder is named as an additional insured per attached form number IH12001185.

## CERTIFICATE HOLDER

## CANCELLATION

Trinity County Office of the County Administrator P.O. Box 1613 Weaverville, CA 96093	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 57 SBA UZ5653



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

06228

TRINITY COUNTY  
PO BOX 1613  
WEAVERVILLE, CA 96093

\*0100257UZ56530115



Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001

Process Date: 01/24/14

Expiration Date: 04/05/15

George Petersen Insurance Agency  
and its Affiliates

Note: The information in this E-Mail message is confidential. It is intended solely for the use of the individual(s) named above. If you are the intended recipient, be aware that your use of any confidential, proprietary and/or personal information may be restricted by state and federal privacy laws. If you are not the intended recipient, you should not distribute or forward this E-mail message. If you have received this E-mail in error, please immediately notify the sender and delete the material from any computer and/or server.

**AMENDMENT NO. 4  
TO AGREEMENT BETWEEN TRINITY COUNTY AND PERSONAL TELEPHONE  
SERVICE FOR TELEPHONE AND MESSAGING SERVICES FOR AFTER-HOURS,  
WEEKEND, AND HOLIDAYS STANDARD FORM PERSONAL SERVICES  
CONTRACT  
NO. 12-061  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
PERSONAL TELEPHONE SERVICE**

WHEREAS, a Contract was entered into the 1<sup>st</sup> Day of May 2012, and amended on 1<sup>st</sup> day of July, 2015, on the 1<sup>st</sup> day of July, 2017 and on the 1<sup>st</sup> day of July, 2018 (“Contract”) by and between the COUNTY OF TRINITY (“County”), and **Personal Telephone Service** (“Contractor”), to provide telephone and messaging services for after after-hours, weekend, and holiday calls to Welfare Services and Adult Protective Services; and

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

WHEREAS, the parties wish to:

1. Revise the opening paragraph to include updated services; and
2. Revise the recitals to include update services; and
3. Increase the maximum cost to the County; and
4. Extend the contract performance timelines; and
5. Extend the term of agreement; and
6. Revise Contractor address; and
7. Amend Exhibit A
8. Amend Exhibit B

WHEREAS, the Contract provides for amendments;

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

1. In the opening paragraph, revise the service provision summary as follows: “...to provide telephone and messaging service for after-hours,

weekend, holiday, and occasional business-hours calls for Child Welfare Services and adult Protective Services.”

2. In Section entitled “RECITALS,” revise the service summary as follows: “Telephone messaging service for after-hours, weekend, holiday, and occasional business-hours calls for Child Welfare Services and Adult Protective Services.”
3. In section V of the contract entitled “MAXIMUM COST TO COUNTY,” add the following text to the end of said section: “Amendment number 4 increase the maximum sum by \$13,000, including direct non-salary expenses.”
4. In section VII of the contract entitled “CONTRACT PERFORMANCE TIME,” add the following text to the end of said section: “Contract is extended, therefore all work required by this contract shall be completed and ready for acceptance no later than June 30, 2024.”
5. In section XV of the contract entitled “TERM OF AGREEMENT,” add the following text to the end of said section: Termination date is extended to June 30, 2024.
6. In section XXVI of the contract entitled “NOTICES,” replace Contractor’s address with the following:  
Personal Telephone Service  
1304 East Street, Suite 104  
Redding, CA 96001
7. Exhibit “A,” referenced in Section I of the contract entitled “SCOPE OF SERVICES,” is amended, and is attached hereto and incorporated herein by reference.
8. Exhibit “B,” referenced in Section IV of the contract entitled “FEES” and in Section VI of the contract entitled “PAYMENT,” is and attached hereto and incorporated herein by reference.

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 30<sup>th</sup> day of June, 2021.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jerry C. Gilbert  
Title.: Owner  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson, Director  
Human Resources/Risk Management

## TRINITY COUNTY

### Item Report 2.11

Meeting Date: 8/17/2021

Department:  
Health and Human Services

Contact:  
Elizabeth Hamilton

Phone:  
(530) 623-1265

2.11 Amendment 1: Aurrera Health Group, LLC (20-098)

#### **Requested Action:**

Approve amendment number one to the agreement with Aurrera Health Group, LLC extending the term to December 31, 2021 and adding Appendices D, E and F, to provide funding for the execution of the Adverse Childhood Experiences Aware Provider Engagement Grant.

#### **Fiscal Impact:**

No impact to the General Fund; \$54,110 in revenue for Public Health.

#### **Summary:**

Through a competitive grant process, Aurrera Health Group has awarded Health & Human Services - Public Health Branch (HHS-PHB) a Provider Engagement Grant as part of the ACEs Aware Initiative in the amount of \$54,110. The contract was initially set to end June 30, 2021 but due to the unforeseen challenges of COVID-19, original funding and grant activity timelines are being extended through to December 31, 2021.

#### **Discussion:**

The ACEs Aware Grant is specifically designed to ensure Healthcare Providers in Trinity County have access to training and technical assistance to better equip their practices as they work with patients that have been exposed to significant trauma or have health effects related to trauma exposure.

The ACEs Aware Initiative is led by the Department of Health Care Services and the Office of the California Surgeon General, and contracted through the Aurrera Health Group

#### **Alternatives Including Financial Implications:**

Deny the amendment with Aurrera Health Group as presented and give further direction to staff.

#### **Departmental Recommendation:**

Denial of the proposed amendment would forfeit the opportunity for HHS-PHB to continue with planned grant activities and events. These include the convening and facilitating (virtual and/or live) of educational and relevant presentations for ACEs screening and trauma informed care.

It is the staff's recommendation that the Board approve the item as presented.

**ATTACHMENTS:**

Description

20-098

20-098.1



## Aurrera Health Group Grantee Services Agreement

This is an agreement ("Agreement") by and between Aurrera Health Group, LLC, located at 1400 K Street, Suite 204, Sacramento, CA 95814, and Trinity County Public Health ("Grantee"), located at 51 Industrial Park Way, Weaverville, CA 96093, that provides for the provision of certain services by Grantee to Aurrera Health Group on behalf of the California Department of Health Care Services, as described in the attached scope of work, under the terms and conditions set forth below.

### Background

California Governor Gavin Newsom, in his first state budget (FY 2019-20), proposed a Medi-Cal supplemental payment for providers to screen both pediatric and adult beneficiaries for trauma using specified screening tools. As the state budget process moved forward, the Governor proposed additional resources specifically targeted at providing health care providers with training and technical assistance to better equip practicing physicians as they worked with patients that have been exposed to significant trauma or have health effects related to trauma exposure. Pursuant to the Legislature's approval and Governor's signature enacting the state's 2019-20 budget, the Department of Health Care Services ("DHCS") and the Office of the California Surgeon General have launched "ACEs Aware," a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for adverse childhood experiences ("ACEs"). DHCS has contracted with Aurrera Health Group to help develop and implement a provider training program ("Training Program") for providers to qualify to earn supplemental payments for conducting screening for ACEs. Under the contract, Aurrera Health Group is authorized and directed to contract with other entities to help develop and promote the Training Program.

### Terms of Agreement

#### 1. Contract Period

The effective date of this contract shall begin on July 1, 2020 and conclude on June 30, 2021. Any extension of these contract terms must be expressly approved by Aurrera Health Group.

## 2. Scope of Work

The specific services Grantee will provide are set forth in the Scope of Work ("SOW") attached as **Appendix A**.

## 3. Grant Award

The total grant award for this contract is \$54,110. The grant budget is to be broken out accordingly:

- Provider Engagement - \$54,110

## 4. Payment and Invoicing

Grantee shall submit monthly invoices by the 15th of the following month that includes a description of services performed and number of hours worked. Expenses for grant activities must also be itemized on a monthly basis. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with **Appendix B**. Payments shall be made within thirty (30) calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.

Invoices and all supporting documentation shall be submitted via the Zengine grantee database program. All payment inquiries may be made to the attention of Jim DeArman, Director of Finance, Aurrera Health Group via email to [jim@aurrerahealth.com](mailto:jim@aurrerahealth.com).

## 5. Materials Produced Through this Agreement

Aurrera Health Group gives permission to Grantee to use, reproduce, and disseminate the materials produced through this Agreement, as long as the ACEs Aware grantee logo is included on the materials. Grantee also agrees to post the ACEs Aware logo on its website to indicate their participation in the grant program. If updates are necessary to the materials produced, all changes must be approved by Aurrera Health Group before being finalized. Any requests for changes must be submitted at least fourteen calendar (14) days before the materials are intended to be used to allow time for review and approval of any materials.

Additionally, all materials will be given free of charge to, and free of access for, any Medical provider and Grantee will not issue any charges or fees to others requesting the



materials or access to the materials, without the express written permission and approval of DHCS.

### **Ownership of Intellectual Property**

DHCS will own any materials produced through this contract and any materials produced through this contract shall include DHCS's notice of copyright. However, DHCS gives permission to the Grantee to use, reproduce, and disseminate the materials produced through this contract. If updates are necessary to the materials produced, all changes must be approved by DHCS before being finalized. DHCS requests that any requests for changes be submitted to DHCS at least fourteen (14) days before the materials are intended to be used to allow DHCS time to review and approve any materials. Additionally, any materials produced will be free to access by any Medi-Cal provider and any charges or fees associated with the materials charged to others, must be approved by DHCS.

## **6. Confidentiality**

### **a. Definition of Confidential Information**

"Confidential Information" means (a) any technical and non-technical information related to Aurrera Health Group's business and current, future and proposed products and services of Aurrera Health Group, including for example and without limitation, Aurrera Health Group innovations, Aurrera Health Group property, and information concerning research, policy development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, in each case whether or not marked as "Confidential" or "Proprietary;" and (b) any information that Aurrera Health Group has received from others that may be made known to Grantee that the Grantee is obligated to treat as confidential or proprietary, whether or not marked as "Confidential" or "Proprietary."

### **b. Nondisclosure and Nonuse Obligations**

Except as permitted in this Section, Grantee will not (a) use any Confidential Information; or (b) disseminate or in any way disclose the Confidential Information to any person, company, business or governmental agency or department. Grantee may use the Confidential Information solely to perform project assignment(s) for the

benefit of Aurrera Health Group. Grantee shall treat all Confidential Information with the same degree of care as Grantee accords to Grantee's own confidential information, but in no case shall Grantee use less than reasonable care. Grantee shall assist Aurrera Health Group in remedying any the unauthorized use or disclosure of the Confidential Information. Grantee agrees not to communicate any information to Aurrera Health Group in violation of the proprietary rights of any third party.

c. Exclusions from Nondisclosure and Nonuse Obligations

Grantee's obligations do not apply to any Confidential Information that Grantee can demonstrate (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to Grantee by Aurrera Health Group through no fault of Grantee; (b) was rightfully in Grantee's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Grantee by Aurrera Health Group; or (c) was independently developed by Grantees of Grantee without use of, or reference to, any Confidential Information communicated to Grantee by Aurrera Health Group. A disclosure of any Confidential Information by Grantee (a) in response to a valid order by a court or other governmental body; or (b) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Grantee provides prompt prior written notice thereof to Aurrera Health Group to enable Aurrera Health Group to seek a protective order or otherwise prevent the disclosure.

**7. Amendment Process**

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall not be considered binding on either party until it is formally approved in writing by the both parties.

**8. Assignment**

Grantee may not assign this Agreement, in whole or in part, without the express written consent of Aurrera Health Group.



**9. Noninterference with Business**

Grantee agrees that during the Contract Period of this agreement they will not, either directly or indirectly, solicit, induce, recruit, or encourage any of Aurrera Health Group's employees to leave their employment with the Company, or Grantees to stop doing business with the Company. In the event Grantee hires any of Company's employees or retains any of their Grantees, Grantee agrees to enforce the confidentiality provisions set forth herein as it relates to that employee or Grantee.

**10. Insurance Requirements**

Grantee shall comply with the following insurance requirements:

a. Commercial General Liability

The Grantee must provide to Aurrera Health Group a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Grantee. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

**11. Certificate of Insurance**

The certificate of insurance must identify the Aurrera Health Group as additional insureds for which the certificate of insurance applies and include the following provision:

- a. The insurer shall not cancel the insured's coverage without giving 30 days prior written notice to Aurrera Health Group.

**12. Insurance Effective During Entire Term**

The Grantee agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Grantee agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. DHCS may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

**13. Costs of Insurance**

Neither DHCS nor Aurrera Health Group will be responsible for any premiums, deductibles, or assessments on the insurance policy.

**14. Independent Grantee**

Grantee, and the agents and employees of the Grantee, shall act in an independent capacity and not as an employee or agent of Aurrera Health Group or DHCS.

**15. Indemnification**

Grantee agrees to indemnify, defend, and save harmless Aurrera Health Group, as well as the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, sub-grantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

**16. Compliance with Law**

The Grantee shall comply with all California and federal law, regulations and published guidelines, to the extent that these authorities contain requirements applicable to Grantee's performance under this Agreement.

**17. Federal Equal Opportunity Requirements**

The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees



are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

18. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
19. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
20. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs,

Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

21. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
22. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
23. The Grantee will include the provisions of Paragraphs (16) through (22) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each sub-grantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance



Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a sub-grantee or vendor as a result of such direction by DHCS, the Grantee may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

#### **24. Record Retention**

- a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records in accordance with 45 CFR section 75.361.
- b. Aurrera Health Group and DHCS have the right to access any documents, papers, or other records of the Grantee which are pertinent to the Agreement, for the purpose of performing audits, examinations, excerpts and transcripts. The right to access records also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to the requested documents.
- c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Grantee.

#### **25. Monitoring and Audits**

- a. The Grantee shall be subject to monitoring by Aurrera Health Group for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection and audit of the services provided by the Grantee under this Agreement, as well as the Grantee's files, management procedures, books, and records, as Aurrera Health Group deems appropriate. Aurrera Health Group may conduct monitoring activities at any time during the Grantee's normal business hours.
- b. The refusal of the Grantee to permit access to its physical facilities or inspection of any documents, files, books, or records necessary for Aurrera Health Group to complete its monitoring and auditing activities constitutes an express and immediate material breach of this Agreement and will be a sufficient basis for Aurrera Health Group to terminate the Agreement for cause.
- c. Grantee is also required to meet quarterly, mid-point, and annual reporting requirements as outlined in **Appendix C**.

**26. Governing Law; Forum**

The laws of the United States of America and the State of California govern all matters arising out of or relating to this Agreement without giving effect to any conflict of law principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Sacramento, California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of the federal or state courts located in Sacramento, California, such personal jurisdiction will be non-exclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in that proceeding is entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs, in addition to any other relief to which that prevailing party may be entitled.

**27. Compliance with Laws**

Each party hereto shall comply with all applicable laws, statutes, regulations, permits, licenses, certificates, judgments, orders, awards, other decisions or requirements of any arbitrator, court, government or governmental agency or instrumentality.

**28. Waiver; Modification**

If the Company waives any term, provision or Grantee's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Grantee. This Agreement may be modified only by mutual written agreement of authorized representatives of the parties.

**29. Severability**

If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.



**30. Entire Agreement**

This Agreement, including all appendices attached hereto, constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

**31. Cancellation / Termination**

This Agreement may be cancelled by either party without cause upon 30 calendar days advance written notice to the other party, or immediately for cause, which shall mean failure to meet the terms, conditions, or responsibilities of this Agreement. Upon receipt of a notice of termination or cancellation, the Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs. In the event of early termination or cancellation, the Grantee shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

**32. Avoidance of Conflicts of Interest by Company**

DHCS intends to avoid any real or apparent conflict of interest on the part of the Grantee, sub-grantees, or employees, officers and directors of the Grantee or sub-grantees. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

**33. Litigation Notification**

Each party shall immediately notify the other party of any communication, notice or other action of which such party becomes aware that may in any way affect the parties' rights and obligations hereunder, or of any other formal or informal action, notice or communication from any governmental body, regulatory or other person or entity relating to this Agreement.

**34. Applicable law and Arbitration**

- a. **Application of law:** This agreement shall be governed by the laws of the state of California, USA.
- b. **Arbitration:** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver these presents as of the day and year first written above.

By:   
Authorized Grantee Signature

Date: 9 / 15 / 2020

Name: Bobbi Chadwick  
Title: Chairman, Trinity County Board of Supervisors

By:   
Aurrera Health Group Signature

Date: 9/22/2020

Name: Jennifer Ryan  
Title: Executive Vice President

Approved as to form:

By:   
Margaret E. Long  
County Counsel

RISK MANAGEMENT APPROVAL

By:   
Shelly Nelson  
Human Resources/Risk Management  
Director

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver these presents as of the day and year first written above.

By:   
Authorized Grantee Signature

Date: 9 / 15 / 2020

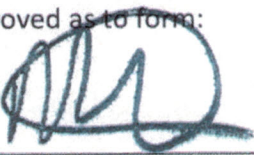
Name: Bobbi Chadwick  
Title: Chairman, Trinity County Board of Supervisors

By:   
Aurrera Health Group Signature


Date: 9 / 20 / 20

Name: JENNIFER RYAN  
Title: EXECUTIVE VICE PRESIDENT

Approved as to form:

By:   
Margaret E. Long  
County Counsel

RISK MANAGEMENT APPROVAL

By:   
Shelly Nelson  
Human Resources/Risk Management  
Director



## Appendix A

### Scope of Work

Currently ACEs partners in Trinity County do not have the capacity to convene and facilitate a regional ACEs gathering. With the ACEs Aware grant, funds will be utilized to cover costs associated with a virtual electronic convening, such as GoTo Webinar access fees, materials to download, administrative costs and the cost of speaker(s) professional fees.

The event will be structured as a virtual event/presentation by luminaries who are experts on the subject matter. The content is meant to be highly professional yet somewhat introductory in nature. And, as knowing one's audience is ever important, speakers will be briefed as to the general background (disciplines represented) of the attendees beforehand.

For quite some time the people of Trinity County have experienced significant amounts of implied and explicit trauma. Example of implied trauma for Trinity County were articulated in the original grant document. However, in the interim Trinity County, along with the rest of the world, is experiencing the COVID 19 worldwide pandemic. This is creating a situation where our already vulnerable populations are under significantly increased stress. The health and well-being of the residents of this county will now be impacted with the disruption of, and access to, vital services. In addition the uncertainty associated with the unprecedented occurrence is predicted to impact the stress levels of all populations and most certainly our vulnerable Medi-Cal population.

A recent phone survey of the two main clinics in Trinity indicated that clinic staff are currently in the planning stages of accessing the on-line ACEs Aware training and are not screening at this time with the ACE or PEARLs screening tools. As a review: Explicit trauma exists for many populations in Trinity County. Trinity County is ranked 57th for life expectancy out of 58 counties in California with a high premature death rate ([countyhealthrankings.org](http://countyhealthrankings.org)). The suicide rate in Trinity County is 33.1 per 100,000 compared to the state rate of 9.4 indicative of high ACE scores in Trinity County populations. Trinity County has also been hit hard by the opioid epidemic with an overdose rate of 239.4 per 100,000 and an overdose death rate at 36.3 provided by our local Emergency Medical System.

Also contributing to the adverse experiences in Trinity County is the lack of access to healthy food and specialized maternity care. Trinity County is considered a food desert and a maternity care desert. The overall poverty rate in Trinity County is 20%, while 32% of our children live in poverty and 39% live in single-parent households ([countyhealthrankings.org](http://countyhealthrankings.org)).

However, Trinity County is in an early stage for recognizing and understanding the impact of ACEs and the need for trauma informed care while working with populations as well as those in the workforce who care for these populations. There is no reason to believe that with the current situation anything would have the potential to improve on its own.

The continued goal is to reach 50-100 people. It is expected that the disciplines represented will be Physicians, Nurse Practitioners, Physicians Assistants, Nurses, medical office staff, Public Health, Health and Human Services, Child Welfare Services, law enforcement, behavioral health, educators, social services, administrators. Special emphasis through outreach will be placed on Medi-Cal healthcare providers and their staff working at various clinics in the county. This number alone could represent 50 attendees. The presentation will be free of charge and offered as a virtual event through GoTo Webinar.

Trinity County Public Health Department is a key convener and collaborator across all public service programs in the County and has broad strength in bringing the public and stakeholders together for information gathering/sharing, planning/implementation, program development and evaluation. Great care and attention will be given to seeking out and contracting with professionals who have the expertise to present on the variety of topics below. However, even with the best of intentions some adjustments to the agenda may be necessary. Due diligence will guide every effort to maintain the integrity of the agenda and present the core of each of these incredibly important topics.



Revised Conference Agenda

All materials will be ACEs Aware branding compliant

Date: TBD (sometime in 2021)

Day of: All attendees by sign on by 0830, late registrations will be taken the day of

0830 – 0845: Introduction/Opening Remarks

0845-0900: Opening by Dr. Nadine Burke-Harris (video or TED talk)

0900-0905: First Session Introduction

0905-1030: First Session

- A. “First Work”: Recognizing unidentified and unaddressed trauma in our own work force
- B. Overview of Adverse Childhood Experiences (ACEs) and the lifelong implications of early trauma to health and wellbeing
- C. The implications of the COVID-19 pandemic, the effects of the associated Toxic Stress

1030-1045: Questions and Answers

1045-1100: Break

1100-1105: Second Session Introduction

1105-1230: Second Session

- A. Epigenetics – what it is and what it isn’t; Intergenerational Trauma; Forming relationships and making meaning of it all
- B. Healing Communities - How do we create a healing community?
- C. Understanding resilience

1230-1245: Questions and Answers (including the use of the ACEs tools)

1245- 1300: Closing and evaluation

Handouts for: Using the tools – ACEs and PEARLS. Why the use of these tools are central to understanding ACEs in our populations will be downloadable prior to the presentation.

## Appendix B

### Budget Detail and Payment Provisions

1. Grantee shall submit a monthly invoice by the 15th of the following month which includes description of services performed and including the data required under section 4 above. For services satisfactorily rendered, and upon receipt and approval of the invoices, Aurrera Health Group agrees to compensate the Grantee in accordance with the rates or allowable costs specified herein. Payments shall be made within 30 calendar days of receipt of an invoice that is approved and undisputed by Aurrera Health Group.
2. Invoices shall:
  - a. Be prepared on Grantee letterhead, or be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the services performed under this Agreement
  - b. Bear the Grantee's name as shown on the Agreement
  - c. Identify the billing or performance period covered by the invoice
  - d. Itemize costs or services provided for the billing period; Reimbursement may only be sought for costs or services expressly identified as allowable in this Agreement
3. Budget Contingency Clause
  - a. It is mutually agreed that if the Budget Act of the current year or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, Aurrera Health Group and DHCS shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any other provisions of this Agreement.
  - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, DHCS shall have the option to either cancel this Agreement with

no liability occurring to Aurrera Health Group or DHCS or offer an agreement amendment to Grantee to reflect the reduced amount.

4. Amounts Payable to grantees will be processed within thirty (30) days after receipt of invoice and supporting documentation. Payments can be made via check, banking institution lockbox, electronic funds transfer (EFT) or ACH directly to grantee primary checking account. Please note if Grantee chooses to have grant funds electronically transferred they must complete a EFT/ACH consent form with bank routing number and account number information to Aurrera Health Group for processing.



## Appendix C

### ACEs Aware Grantee Reporting Requirements

All ACEs Aware Grantees are required to submit the following reports in order to receive the full disbursement of grant funds during the contract year:

- Quarterly quantitative data reports, as specified for each grant type and category
- Narrative progress reports at the mid-point and end of the 12-month contract period (instructions and a template for this reporting requirement will be provided later in 2020)
- At the end of each quarter of the contract period, Grantee will submit to Aurrera Health Group Consulting a plan for the following quarter of grant activities
- Grantee will submit a summary of each convening/training to include numbers of attendees, summary of the content delivered, and participant evaluation results, within 2 weeks after each event. A reporting template will be provided

The Grantee will be required to report on the following data elements in the quarterly reports. Additional anecdotal and best practices information may be requested from Grantees on a periodic basis as a means of promoting the ACEs Aware initiative. The Grantee will have access to the ACEs Aware Grantee Portal in July 2020. All reports must be submitted through this portal.

### Provider Engagement

#### Provider Engagement – Provider Engagement Activities

- Grantees will report on the following:
  - o Number of sessions executed
  - o Number of total attendees
  - o Number of providers in attendance
    - Report out on specialty types (e.g. OB/GYN, Internal Medicine)
    - Report out on geographic location of each provider (demographic of communities served, focused on, etc.)
  - o Location of each session
    - In person (city, county); or

- Webinar
- o Topic and brief summary of learnings for each session
  - Key learnings and questions related to advancing provider engagement
    - such as best practices, adverse consequences, tension areas, etc.
- o Session evaluation results (a set of standardized questions for grantees to use for evaluations is provided in **Appendix D**.)
- o Outstanding/unaddressed questions; common questions asked, etc.
- o Session agenda, speakers, and materials (to be available on request)
- o Methods used to promote sessions, including penetration rate
  - Click-through, open rates for email blasts, social media posts and impression

## Interim and Final Grant Reports

In addition to the data elements to be requested above, Grantees will be expected to submit a 5-10 page “interim” grant report within 30 days of the close of Q2 of the grant period, and a “final” report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The report would also include elements like a narrative description of the most successful methods the organization used to promote activities, and any mid-course corrections made in response challenges that occurred. Aurrera Health Group will provide a template for these reports in the fall of 2020.

**AMENDMENT NO. 1  
TO  
AURRERA HEALTH GROUP GRANTEE SERVICES AGREEMENT  
(NO. 20-098)  
BETWEEN  
TRINITY COUNTY PUBLIC HEALTH  
AND  
AURRERA HEALTH GROUP, LLC**

WHEREAS, an Agreement was entered into the 1<sup>st</sup> day of July, 2020 ("Agreement") by and between Trinity County Public Health ("Grantee"), and Aurrera Health Group, LLC ("Contractor"), that provides for the provision of certain services by Grantee to Aurrera Health Group on behalf of the California Department of Health Care Services; and

WHEREAS, the Agreement provides for a termination date of June 30, 2021; and

WHEREAS, the parties wish to:

1. Extend the term of the contract period; and
2. Add Appendices D, E and F; and

WHEREAS, the Agreement provides for amendments;

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

1. Section 1 of the agreement entitled 'Contract Period' is amended by deleting "June 30, 2021" and inserting in place thereof "December 31, 2021."
2. Add Appendix D ("Aurrera Health Group and Trinity County Public Health Consulting Agreement Amendment"), Appendix E ("Work Plan") and Appendix F ("Scope of Work").

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 30<sup>th</sup> day of June, 2021.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Ryan, Executive Vice President  
Aurrera Health Group  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director

## TRINITY COUNTY

### Item Report 2.12

Meeting Date: 8/17/2021

Department:  
Health and Human Services

Contact:  
Elizabeth Hamilton

Phone:  
530-623-1265

#### 2.12 Amendment 6: HRN Visitation Services (12-075)

##### **Requested Action:**

Approve amendment number six to the agreement with the Human Response Network, extending the term to June 30, 2024 and updating Exhibit A to provide visitation services for families engaged in Child Welfare Services.

##### **Fiscal Impact:**

No impact to the General Fund; \$306,000 from Child Welfare Services.

##### **Summary:**

Should the Board approve Amendment Number 6 with Human Response Network (HRN) to provide visitation services, then the County will remain compliant with orders of the Superior Court of California for visitation service provision for families engaged with Child Welfare Services.

##### **Discussion:**

This amendment will maintain the contract at \$38,000 per fiscal year. Amendment Number 6 to this contract will allow Trinity County to remain compliant with Child Welfare Services (CWS) program requirements of court ordered visitation between families. Currently, there are more cases with court ordered supervised visitation than can be supervised directly by CWS staff, making the continued contract with HRN vital to client services.

##### **Alternatives Including Financial Implications:**

Reject the amendment as presented and give further direction to staff.

##### **Departmental Recommendation:**

Rejection of the amendment would result in non-compliance with court ordered supervised visitation. Without the contract, the County would see an increase in Department costs for staff, including overtime costs. Not offering visitation could result in slower reunification rates which would increase costs for foster care, service provision, and staff time. It is staff's recommendation that the Board approve amendment number 6 to the agreement as presented.



**ATTACHMENTS:****Description**

12-075.6: HRN Home Visitation

12-075.5 HRN Home Visitation

12-075.4 HRN Home Visitation

12-075.3 HRN Home Visitation

12-075.2 HRN Home Visitation

12-075.1 HRN Home Visitation

12-075 HRN Home Visitation

**AMENDMENT NO. 6  
TO CONTRACT NO. 12-075  
STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
HUMAN RESPONSE NETWORK**

WHEREAS, a Contract was entered into the 5<sup>th</sup> day of June, 2012; and amended on 1<sup>st</sup> day of July, 2014; the 3<sup>rd</sup> day of February, 2015; and the 18<sup>th</sup> day of August, 2015; and the 1<sup>st</sup> day of July, 2018; and the 4<sup>th</sup> day of April 16, 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and HUMAN RESPONSE NETWORK ("Contractor"), to provide visitation services for clients of Trinity County Health & Human Services (HHS), Child Welfare Services(CWS); and

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

WHEREAS, the parties wish to:

1. Extend the terms of agreement for three years; and
2. Revise Exhibit A "Services to be Provided by Contractor" with updated terms.

WHEREAS, the Contract provides for amendments;

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

1. In Section VII "Contract Performance Time," and in Section XV "Term of Agreement" remove all dates indicating contract term of "June 30, 2021" and replace with "June 30, 2024."
2. In Exhibit A "Services to be Provided by Contractor," "Both CWS and HRN shall:" add the following text: "e." "CWS and HRN will meet should there be an issue or concern that needs to be discussed as soon as possible that cannot wait until the next scheduled meeting."; and
3. In Exhibit A "Services to be Provided by Contractor," "Both CWS and HRN shall:" add the following text: "f." "CWS and HRN will meet quarterly to discuss issues, concerns and needs for the families being served.

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

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 6 to be executed on this 31<sup>st</sup> day of May, 2021.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sheri White, Executive Director  
Human Response Network  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management Director

CONTRACT NUMBER	
12-075.5	HHS
COUNTY ORIGINAL	

AMENDMENT NO. 5  
TO CONTRACT NO. 12-075 BETWEEN  
THE COUNTY OF TRINITY  
AND  
**HUMAN RESPONSE NETWORK**

WHEREAS, an agreement was entered into the 5<sup>th</sup> day of June, 2012; and amended on the 1<sup>st</sup> day of July, 2014; the 3<sup>rd</sup> day of February, 2015; and the 18<sup>th</sup> Day of August, 2015; and the 1<sup>st</sup> day of July, 2018 by and between the COUNTY OF TRINITY, and Human Response Network, a non-profit, to provide visitation services for clients of Child Welfare Services; and

WHEREAS, the agreement provides for a termination date of June 30, 2021; and

WHEREAS, the parties wish to:

1. Increase the maximum cost to the county; and
2. Revise Exhibits A and B with updated terms and contract costs;

WHEREAS, the agreement provides for amendments;

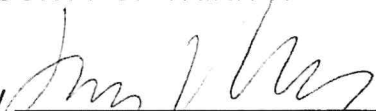
NOW, THEREFORE, the parties hereto agree to the following:

1. In Section V "Maximum Cost to County," add the following text: "Increase the maximum cost to county by an additional \$18,000 (increase to \$38,000 per fiscal year); bringing the maximum cost to county to \$306,000 for the nine-year life of the contract."
2. Replace both "Exhibit A" and "Exhibit B" with the revised current exhibits, which are attached and incorporated herein with this reference.

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

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 5 to be executed on this 16th day of April, 2019.

COUNTY OF TRINITY:

By   
Judy Morris, Chairman  
Trinity County Board of Supervisors


CONTRACTOR:

By   
Sheri White, Executive Director  
Human Response Network

Date: 4/16/2019

Date: 4/22/2019

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

Services delivered under this contract are aligned with the goals of the Trinity County Child Welfare Services (CWS) and Welfare and Institutions Code regarding supervised visitation services. Supervision is to be provided with the following stipulations:

Human Response Network (HRN) shall:

- a. Coordinate family visits as indicated by the CWS case plan for families in coordination with the CWS social worker or Visitation Coordinator. HRN staff who are assigned to supervise visitation may also be required to assist with transportation of children or families to, from, and/or during visitation. All visitation plans should be coordinated with the case carrying CWS social worker assigned to the family.
- b. Staff supervising visits will be required to complete supervised visitation notes as provided by the department.
- c. Staff will enforce CWS visitation guidelines as provided by the department.
- d. Will report any unusual incident occurring during, or cancellation of, a visit to the department as soon as possible, but no later than the following business day.
- e. Comply with all Child Welfare Services' expectations outlined in the *Family Center Use Policy and Procedure* and *Family Center Enter/Exit Procedures*. These documents may be produced to HRN upon request.
  - a. All HRN supervised visitation staff shall receive a Family Center procedure tutorial from Child Welfare prior to supervising visits, as outlined in the *Family Center Use Policy and Procedure* and *Family Center Enter/Exit Procedures*.

Child Welfare Services (CWS) shall:

- a. Provide staff and management time for overseeing CWS improvement activities.
- b. Provide technical assistance for HRN for the implementation of changes or new programs as necessary in support of this agreement.
- c. Submit, in writing to the HRN Management, any material changes or needed improvement to services under this agreement within fifteen (15) days.
- d. Pay invoices upon receipt and review.
- e. Provide Human Response Network (HRN) staff access to its Family Center located at 101 Park Ave., Weaverville, CA for supervised visitation.
  - a. Provide to all HRN supervised visitation staff a Family Center procedure tutorial prior HRN supervising visits.
  - b. Provide to HRN supervised visitation staff copies of the *Family Center Use Policy and Procedure* and *Family Center Enter/Exit Procedures* documents upon request.

Both CWS and HRN shall:

- a. Meet at least once quarterly to discuss program coordination issues, best practices, review available data, and long-term strategies in response to this agreement and to evaluate program success.

- b. Participate in improvement evaluation and planning meetings and activities as needed to carry out the intent of this agreement.
- c. Develop records of best practices that illustrate the promising utilization of staff, experience, and protocols for combining services from various funding sources and coordination outcomes.
- d. CWS referring social worker or on-going social worker and HRN supervised visitation staff will coordinate to ensure HRN is provided access to the Family Center and that singular or repeated supervised visits are scheduled using the Family Center Outlook calendar, pursuant to the *Family Center Use Policy and Procedure*.

## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Hourly rate for Staff person w/benefits and administrative costs will be billed at the rate of \$29.00 per hour. Staff person time will include visit facilitation and visitation case management activities.

Mileage will be billed at the current Standard Mileage Business Rate, set forth by the Internal Revenue Service at the beginning of each calendar year.<sup>1</sup>

The total cost of this agreement shall not exceed \$38,000 per fiscal year.<sup>2</sup>

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<sup>1</sup> <https://www.irs.gov/tax-professionals/standard-mileage-rates>

<sup>2</sup> County fiscal year begins on July 1 and ends on June 30 of every year



CONTRACT NUMBER	12-075.4	HHS
COUNTY ORIGINAL		

AMENDMENT NO. 4  
TO CONTRACT NO. 12-075 BETWEEN  
THE COUNTY OF TRINITY  
AND  
HUMAN RESPONSE NETWORK

WHEREAS, an agreement was entered into the 5th day of June, 2012 and amended on the 1<sup>st</sup> day of July, 2014 and on the 3<sup>rd</sup> day of February, 2015 and on the 18<sup>th</sup> Day of August, 2015 by and between the COUNTY OF TRINITY, and Human Response Network, a non-profit, to provide visitation services for clients of Child Welfare Services; and

WHEREAS, the agreement provides for a termination date of June 30, 2018; and

WHEREAS, the parties wish to:

1. Extend the agreement for three years; and
2. Increase the maximum cost to the county; and
3. Revise the Notices to County address; and
4. Revise Exhibits A and B with updated terms and contract costs

WHEREAS, the agreement provides for amendments;

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

1. In Section VII "Contract Performance Time," and in Section XV "Term of Agreement" remove all dates indicating contract term of "June 30, 2015" or "June 30, 2018" and replace with "June 30, 2021."
2. In Section V "Maximum Cost to County," add the following text: "The extension of the contract allows for an increase not to exceed an additional \$96,000 (\$32,000 per fiscal year); bringing the maximum cost to county to \$288,000 for the nine-year life of the contract."
3. In Section XXVI, "Notices," replace the County address with the following:  
Trinity County Department of Health and Human Services  
P.O. Box 399  
Weaverville, CA 96093
4. Replace both "Exhibit A" and "Exhibit B" with the revised current exhibits, which are attached and incorporated herein with this reference.

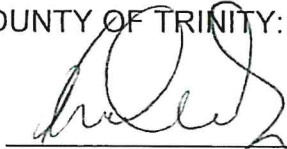


In all other respects, the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 1st day of July, 2018.

COUNTY OF TRINITY:

By



Keith Groves, Chairman  
Trinity County Board of Supervisors

CONTRACTOR:

By



Name: Caedy Minoletti  
Title.: Executive Director, HRN

Date: 10/2/2018

Date: 10/29/18

## EXHIBIT A

### SERVICES TO BE PROVIDED BY CONTRACTOR

Services delivered under this contract are aligned with the goals of the Trinity County CWS and Welfare and Institutions Code regarding supervised visitation services. Supervision is to be provided with the following stipulations:

Human Response Network (HRN) shall:

- a. Coordinate family visits as indicated by the CWS case plan for families in coordination with the CWS social worker or Visitation Coordinator. Staff who are assigned to supervise visitation may also be required to assist with transportation of children or families to, from and/or during visitation. All visitation plans should be coordinated with the case carrying CWS social worker assigned to the family.
- b. Staff supervising visits will be required to complete supervised visitation notes as provided by the department.
- c. Staff will enforce CWS visitation guidelines as provided by the department.
- d. Will report any unusual incident occurring during, or cancellation of, a visit to the department as soon as possible, but no later than the following business day.

Child Welfare Services (CWS) shall:

- a. Provide staff and management time for overseeing CWS improvement activities
- b. Provide technical assistance for HRN for the implementation of changes or new programs as necessary in support of this agreement
- c. Submit, in writing to the HRN Management, any material changes or needed improvement to services under this agreement within fifteen (15) days
- d. Pay invoices upon receipt and review

Both CWS and HRN shall:

- a. Meet at least once quarterly to discuss program coordination issues, best practices, review available data, and long-term strategies in response to this agreement and to evaluate program success.
- b. Participate in improvement evaluation and planning meetings and activities as needed to carry out the intent of this agreement.
- c. Develop records of best practices that illustrate the promising utilization of staff, experience, and protocols for combining services from various funding sources and coordination outcomes.

## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Hourly rate for Staff person w/benefits and administrative costs will be billed at the rate of \$29.00 per hour. Staff person time will include visit facilitation and visitation case management activities.

Mileage will be billed at the current Standard Mileage Business Rate, set forth by the Internal Revenue Service at the beginning of each calendar year.<sup>1</sup>

The total cost of this agreement shall not exceed \$32,000 per fiscal year.<sup>2</sup>

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<sup>1</sup> <https://www.irs.gov/tax-professionals/standard-mileage-rates>

<sup>2</sup> County fiscal year begins on July 1 and ends on June 30 of every year



CONTRACT NUMBER	12-075.3 HHS
COUNTY ORIGINAL	

AMENDMENT NO. 3  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
HUMAN RESPONSE NETWORK

WHEREAS, a Contract was entered into the 5th day of June 2012, by and between the COUNTY OF TRINITY, and the Human Response Network, to provide Supervised Visitation Services for families in Trinity County; and

WHEREAS, the contract provides for a termination date of June 30, 2015; and

WHEREAS, the parties wish to extend the date of termination of the contract and the total amount of the contract; and

WHEREAS, the Contract outlines the compensation in Amendment B; 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. Section XV, of the contract entitled "TERM OF AGREEMENT" is amended by adding the following to the end of said section:

"The termination date is extended to June 30, 2018."

1. Section V, of the Contract entitled "MAXIMUM COST TO THE COUNTY" is amended by adding the following to the end of said section:

"The extension of the contract allows for an increase of the cost not to exceed an additional maximum sum of \$96,000.00."

2. Section IV, of the Contract entitled "FEES" is amended by replacing the current Exhibit B with the attached revised Exhibit B, which is incorporated herein with this reference.

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

IN WITNESS WHEREOF, The parties hereby have caused this Amendment No. 3 to be executed on this 18th day of August 2015.

COUNTY OF TRINITY

CONTRACTOR

By: Judy Morris  
Judy Morris  
Chairman, Board of Supervisors

By: Marjorie Lee  
Marjorie Lee,  
Director, Human Response Network

APPROVED AS TO FORM	12-075.3	
	INITIAL	DATE
CC	Attached	
AUD	J	9/8/15
CAO	WT	9/17/15

AMENDMENT NO. 3  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
HUMAN RESPONSE NETWORK

CONTRACT NUMBER	HHS
12-075.3	
COUNTY ORIGINAL	

WHEREAS, a Contract was entered into the 5th day of June 2012, by and between the COUNTY OF TRINITY, and the Human Response Network, to provide Supervised Visitation Services for families in Trinity County; and

WHEREAS, the contract provides for a termination date of June 30, 2015; and

WHEREAS, the parties wish to extend the date of termination of the contract and the total amount of the contract; and

WHEREAS, the Contract outlines the compensation in Amendment B; 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. Section XV, of the contract entitled "TERM OF AGREEMENT" is amended by adding the following to the end of said section:

"The termination date is extended to June 30, 2018."

1. Section V, of the Contract entitled "MAXIMUM COST TO THE COUNTY" is amended by adding the following to the end of said section:

"The extension of the contract allows for an increase of the cost not to exceed an additional maximum sum of \$95,000.00."

2. Section IV, of the Contract entitled "FEES" is amended by replacing the current Exhibit B with the attached revised Exhibit B, which is incorporated herein with this reference.
3. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, The parties hereby have caused this Amendment No. 3 to be executed on this 18th day of August 2015.

COUNTY OF TRINITY

CONTRACTOR

By: \_\_\_\_\_  
Judy Morris  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Marjorie Lee,  
Director, Human Response Network

APPROVED AS TO FORM	12-075.3	
	INITIAL	DATE
CC	[Signature]	
AUD		
CAO		

## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Hourly rate for Staff person w/ benefits and administrative costs will be billed at the rate of \$25.00 per hour. Overtime will be applied according to the California Division of Labor Standards of Enforcement laws.

Mileage will be billed at a rate of \$0.55 per mile

The extension to the original agreement shall not exceed \$96,000.00 (a total cost of \$192,000 over the six-year term, 2012-2018).



CONTRACT NUMBER	12-075.2 HHS
COUNTY ORIGINAL	

AMENDMENT NO. 2  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
HUMAN RESPONSE NETWORK

WHEREAS, a Contract was entered into the 5th day of June 2012, by and between the COUNTY OF TRINITY, and the Human Response Network, to provide continuing Supervised Visitation Services for families in Trinity County; and

WHEREAS, the Contract outlines the compensation in Amendment B; and

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

WHEREAS, the Contract provides for amendments;

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

1. Section IV, of the Contract entitles "FEES" is amended by replacing the current Exhibit B with the attached revised Exhibit B, which is incorporated herein with this reference.
2. Notices shall be mailed to Contractor at:  
  
Human Response Network  
PO Box 2370  
Weaverville, CA 96093
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 1st day of July 2014.

COUNTY OF TRINITY

CONTRACTOR

By: Judy Morris  
Judy Morris  
Chairman, Board of Supervisors

By: Marjorie Lee  
Marjorie Lee,  
Director, Human Response Network

APPROVED AS TO FORM		
	INITIAL	DATE
CC	ML	2/5/15
AUD	LD	2/13/15
CAO	10T	2/20/15

## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Hourly rate for Staff person w/benefits and administrative costs will be billed at the rate of 23.75 per hour. Overtime will be applied according to the California Division of Labor Standards Enforcement laws.

Mileage will be billed at the rate of \$.55 per mile.

The total cost of this agreement shall not exceed \$96,000.00

CONTRACT NUMBER	12-075.1	HHS
COUNTY ORIGINAL		

AMENDMENT NO. 1  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
HUMAN RESPONSE NETWORK

WHEREAS, a Contract was entered into the 5th day of June 2012, by and between the COUNTY OF TRINITY, and the Human Response Network, to provide continuing Home-Visitors Program for in-home parenting and education for families in Trinity County; and

*Program for*

*Supervised Visitation*

WHEREAS, the Contract outlines the compensation in Amendment B; and

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

WHEREAS, the Contract provides for amendments;

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

1. Section IV, of the Contract entitles "FEES" is amended by replacing the current Exhibit B with the attached revised Exhibit B, which is incorporated herein with this reference.

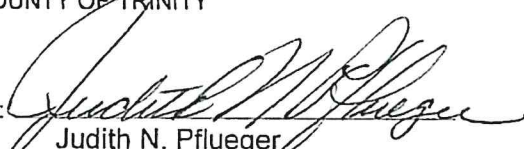
2. Notices shall be mailed to Contractor at:

Human Response Network  
PO Box 2370  
Weaverville, CA 96093

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 1st day of July 2014.

COUNTY OF TRINITY

By:   
Judith N. Pflueger  
Chairman, Board of Supervisors

CONTRACTOR

By:   
Marjorie Lee,  
Director, Human Response Network

APPROVED AS TO FORM	INITIAL	DATE
CC	<i>MP</i>	6/23
AUD	<i>AL</i>	7/1/14
CAO	<i>WT</i>	6/27/14

## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Hourly rate for Staff person w/ benefits and administrative costs will be billed at the rate of \$23.75 per hour.

Mileage will be billed at a rate of \$.55 per mile

The total cost of this agreement shall not exceed \$96,000.00.

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF TRINITY  
AND  
Human Response Network

THIS AGREEMENT is made and entered into this 5th day June 2012, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and Human Response Network (HRN), hereinafter referred to as "Contractor".

TRINITY COUNTY	12-8240	CONTRACT NUMBER
	HRN	

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:  
Differential Response Services for Child Welfare Clients; 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 \$30,000.00, including direct non-salary expenses.

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

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, 2015. Time is of the essence with respect to this Contract.

VIII. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County

specifically consents to a "claims made" basis. The Contractor shall be required to professional coverage in the amount of \$1,000,000.

The County shall be named as an *Additional Insured* on all of the policies. The Certificate Holder and Additional Insured should read as follows:

Trinity County  
P O Box 1613  
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

IX. **WORKER'S COMPENSATION:** The 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 shall be provided to County prior to commencement of work.

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, 2012 and shall terminate on June 30, 2015.

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

XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the 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.

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:

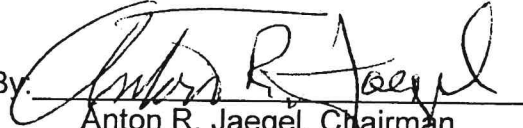
**Trinity County Health & Human Services**  
**PO Box 1470**  
**Weaverville, CA 96093**

Notices shall be given to Contractor at the following address:

**Marjorie Lee**  
*Human Response Network*  
P.O. Box 2370  
Weaverville, CA 96093

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

COUNTY OF TRINITY:

By:   
Anton R. Jaegel, Chairman  
Board of Supervisors

CONTRACTOR:

By:   
Name: Marjorie Lee  
Tax ID: 68-0032176  
Telephone: 530-623-2024

#12-076

APPROVED AS TO FORM	INITIAL	DATE
CC	ATTACHED	
AUD	MH	5/4/12
CAO	LOT	5/9/12

**Trinity County Health & Human Services**  
**PO Box 1470**  
**Weaverville, CA 96093**

Notices shall be given to Contractor at the following address:

**Marjorie Lee**  
**Human Response Network**  
**P.O. Box 2370**  
**Weaverville, CA 96093**

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

COUNTY OF TRINITY:

CONTRACTOR:

By: \_\_\_\_\_  
Anton R. Jaegel, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Name: Marjorie Lee  
Tax ID: 68-0032176  
Telephone: 530-623-2024

#12-176

APPROVED AS TO FORM	INITIAL	DATE
CC	DL	8/23/12
AUD	MH	5/1/12
CAO	WOT	5/9/12

## EXHIBIT A

### SERVICES TO BE PROVIDED BY CONTRACTOR

Services delivered under this contract are aligned with the goals of the Trinity County System Improvement Plan (SIP), and California Outcome and Accountability Act measures. Accountability areas and associated goals are as follows:

#### Safety:

- a. Children are first and foremost protected from abuse and neglect.
  - i. Reduce the recurrence of maltreatment that leads to mandated participation in the Child Welfare System.
- b. Children are safely maintained in their homes whenever possible and appropriate
  - i. Improve the stability of families who receive early intervention prevention services via the Differential Response Path 1 & 2 (DR1 & DR2) process.
  - ii. Provide and maintain Family Resource Center (FRC) services to the community at large and to aid in the reduction of child abuse or maltreatment.

This agreement is intended to allow the provision of services to aid in the prevention of child abuse and neglect in the following populations in order of priority:

- Priority #1: Children and families referred by Child Protective Services (CPS) who are to be served under DR1 and DR2.
- Priority #2: Children and families referred by CPS who are mandated clients.

In support of these goals and objectives of this agreement, HRN shall:

- a. Provide staff support and associated supervision for the following activities upon referral by CPS:
  - i. Safety:
    - A. Differential Response Path 1 & 2 (DR1 and DR2)
      - I. In accordance with accepted statewide DR protocols provide DR1 and service families with no or low risk of entering the Child Welfare System. Services to DR1 may include, but are not limited to: emotional support for children and families; case management, resource, referral; linkages to peer support; and linkages to Family Resource Center services. DR2 will include a Differential Response staff with CPS staff to offer support. This supportive service will be available at a level to be determined necessary based upon funding.
        - a. HRN will have ten (10) working days to response to DR1 and DR2 calls.
        - b. HRN shall gather and maintain a record by referral ID provided of clients served, client path, and services offered and accepted for data collection purposes. Data will be provided quarterly to CPS.



- II. In order to ensure that prevention and early intervention treatment programs are in place to serve children who do not enter the traditional Child Welfare System, HRN agrees to direct families to programs and resources that exist within the community who fall under DR1 and DR2.
  - a. HRN shall gather and maintain a record by referral ID provided of clients served, client path, and services offered and accepted for data collection purposes. Data will be provided to CPS quarterly.

CPS shall:

- a. Provide staff and management time for overseeing CPS improvement activities;
- b. Provide technical assistance for HRN for the implementation of changes or new programs as necessary in support of this agreement;
- c. Submit, in writing to the HRN Management, any material changes or needed improvement to services under this agreement within fifteen (15) days;
- d. Review quarterly reports and seek to resolve any discrepancies or concerns with the appropriate HRN manager within 15 days of the receipt of the report;
- e. Pay invoices upon receipt and review.

Both CPS and HRN shall:

- a. Meet at least once quarterly to discuss program coordination issues, best practices, review available data, and long-term strategies in response to this agreement and to evaluate program success;
- b. Participate in improvement evaluation and planning meetings and activities as needed to carry out the intent of this agreement;
- c. Work cooperatively to carry out the action steps identified in the Trinity County SIP and in the Child Welfare System Outcomes Improvement Plan (CWSOIP);
- d. Develop records of best practices that illustrate the promising utilization of staff, experience, and protocols for combining services from various funding sources and coordination outcomes.

## EXHIBIT "B"

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Hourly rate for Staff person w/ benefits will be billed at the rate of \$23.75 per hour.

Mileage will be billed at a rate of \$.50 per mile

Administrative costs shall not exceed 12.75%

The total cost of this agreement shall not exceed \$30,000.00.

## TRINITY COUNTY

### Item Report 2.13

Meeting Date: 8/17/2021

Department:  
Building and Development Svcs

Contact:  
Kim Hunter

Phone:  
(530) 623-1351

2.13 Agreement: Velocity Communications, Inc. (21-111)

#### **Requested Action:**

Approve an agreement with Velocity Communications, Inc. to provide and install Dark Fiber Services for Trinity County Planning Department and Cannabis Division.

#### **Fiscal Impact:**

Up to \$12,010 for installation and \$68 per month for Dark Fiber lease.

#### **Summary:**

Approve an agreement with VELOCITY COMMUNICATIONS, INC. to provide: Network connectivity via fiber to Planning/Cannabis building at 530 Main Street, Weaverville, CA and to County Resources (Internet, Email, File Server, etc.) at Court House, 11 Court Street, Weaverville, CA.

#### **Discussion:**

Approve an agreement with VELOCITY COMMUNICATIONS, INC. to provide: Dark Fiber services between the new Planning/Cannabis building at 530 Main Street, Weaverville, CA and the Court House at 11 Court Street, Weaverville, CA connecting to Velocity Communications, Inc. existing fiber, provide necessary materials and permits for a total cost of \$12,010.00 installation; and The fiber extension from Velocity Communications, Inc. existing fiber path to the Planning/Cannabis building, and all other associated Dark Fiber would remain the property of Velocity Communications, Inc.; and There would be an ongoing cost of \$68.00 per month for lease of two (2) strands of Velocity's Dark Fiber between the Planning/Cannabis building and the Court House.

#### **Alternatives Including Financial Implications:**

Do not approve and provide direction to staff.

#### **Departmental Recommendation:**

Staff recommends approval on the agreement with VELOCITY COMMUNICATIONS, INC.

#### **ATTACHMENTS:**

Description

Velocity Communications, Inc. - Contract  
Velocity Communications, Inc. - Quote



**STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
VELOCITY COMMUNICATIONS, INC.**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 27<sup>th</sup> day of July 2021, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **VELOCITY COMMUNICATIONS, INC.** ("Contractor"), to **PROVIDE AND INSTALL DARK FIBER SERVICES FOR TRINITY COUNTY PLANNING DEPARTMENT AND CANNABIS DIVISION** ; and

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services:

- 1) Dark Fiber services between the new Planning/Cannabis building at 530 Main Street, Weaverville, CA and the Court House at 11 Court Street, Weaverville, CA connecting to Velocity Communications, Inc. existing fiber, provide necessary materials and permits for a total cost of \$12,010.00 installation.
- 2) The fiber extension from Velocity Communications, Inc. existing fiber path to the Planning/Cannabis building, and all other associated Dark Fiber would remain the property of Velocity Communications, Inc.
- 3) There would be an ongoing cost of \$68.00 per month for lease of two (2) strands of Velocity's Dark Fiber between the Planning/Cannabis building and the Court House.

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 Recitals;
- 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 Recitals 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 Recitals.
- 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 rates as listed in Recitals above. 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 \$12,010 charge for installation, materials, and permits and \$68 for monthly lease of two (2) strands of Dark Fiber, 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 Recitals.

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.

- VII. **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 476  
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 476  
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.



- VIII. **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.
- IX. **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.
- X. **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.
- XI. **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.
- XII. **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.
- 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 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.

- XV. TERM OF AGREEMENT: This Agreement shall commence on July 28, 2021 and shall Auto-Renew each year for continuation of service.
- 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. 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.



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

If to County:

**TRINITY COUNTY PLANNING DEPARTMENT  
AND CANNABIS DIVISION  
PO BOX 476  
WEAVERVILLE, CA 96093  
(530) 623-1351 EXT. 2811**

If to Contractor:

**VELOCITY COMMUNICATIONS, INC.  
PO BOX 246  
WEAVERVILLE, CA 96093  
(877) 623-3550 EXT. 3005**

[signature page to follow]



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

**COUNTY OF TRINITY:**

**CONTRACTOR:**

VELOCITY COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title.: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director



Velocity Communications, Inc.  
241 Unit D Washington Street  
P.O. Box 246  
Weaverville, CA 96093  
(877) 623-3550 ext. 3005  
tf@velotech.net

April 5, 2021

Mr. Michael Singleton  
County of Trinity  
P.O. Box 1613  
11 Court Street  
Weaverville, CA 96093

Re: New Planning/Cannabis Department Fiber Extension Quote

Dear Mr. Singleton:

I am pleased to be able to offer you a quote for Dark Fiber services between the new Planning/Cannabis building at 530 Main Street and the Court House at 11 Court Street. I have researched the path required to connect to our existing fiber, as well as necessary materials and permits, and have arrived at a total cost of \$12,010.00 for the project.

The fiber extension from our existing fiber path to the Planning building, and all other associated Dark Fiber would remain the property of Velocity Communications. There would be an ongoing cost of \$68.00/mo. for lease of two (2) strands of Velocity's Dark Fiber between the Planning building and the Court House.

We expect the project could be completed within 90 days from the date we receive a firm order to move forward with the project. Please let me know if you have any questions regarding this quote. Thank you for considering us for your communications needs.

Sincerely,

Travis Finch  
President/CEO  
Velocity Communications

## TRINITY COUNTY

### Item Report 2.14

Meeting Date: 8/17/2021

Department:  
Sheriff

Contact:  
Tim Saxon

Phone:  
(530)623-8108

2.14 Amendment 1: Miller Excavation (20-022)

#### **Requested Action:**

Approve amendment number one to the agreement with Miller Excavation, increasing the maximum cost by \$20,000 per fiscal year to provide transportation and destruction of contraband.

#### **Fiscal Impact:**

\$60,000 per fiscal year from the CEP budget.

#### **Summary:**

The Sheriff's Office Narcotics Task Force has utilized the services of Miller Excavation for the transportation and destruction of illegal narcotics and contraband a few years and would like to continue.

#### **Alternatives Including Financial Implications:**

Deny the agreement and advise staff.

#### **Departmental Recommendation:**

Denial of the agreement will put a halt on the Narcotics Task Force operations. It is the staffs recommendation that the Board approve amendment number 1 to the agreement with Miller Excavation, increasing the max cost by \$20,000.00, for a total of \$60,000.00 per fiscal year; to provide transportation and destruction of contraband.

#### **ATTACHMENTS:**

Description

Agreement 2020-2022

Amendment 1

CONTRACT NUMBER	So
20-022	
COUNTY ORIGINAL	

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF TRINITY  
AND  
Miller Excavation

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of March 2020, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and Miller Excavation, sole proprietor, hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Transportation and destruction of contraband; 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 \$40,000, 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 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 as mutually agreed upon between parties. 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 1228  
Weaverville, CA 96093

- B. Contractor shall also provide personal automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000 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 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 March 19, 2020 and shall terminate on March 18, 2022. The term of this agreement shall be automatically renewed for successive periods of 2 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.
- 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.
- 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 Sheriff's Office  
101 Memorial Drive / PO Box 1228  
Weaverville, CA 96093  
(530)623-3740

Notices shall be given to Contractor at the following address:

Hal Miller  
Miller Excavating  
PO Box 1299  
Weaverville, CA 96093  
(530)623-6515

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

COUNTY OF TRINITY:

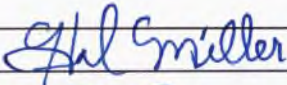
By   
Bobbi Chadwick, Chairman  
Trinity County Board of Supervisors

Date: 3/3/2020

Approved as to form:

  
MARGARET E LONG  
County Counsel

CONTRACTOR:

By   
Name: Hal Miller  
Title: owner

Date: 03/05/20

RISK MANAGEMENT APPROVAL

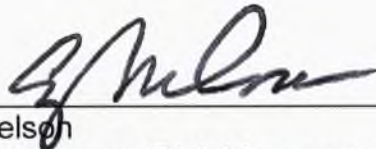
By:   
Shelly Nelson  
Human Resources/Risk Management Director

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

Transportation and destruction of contraband.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

- Hourly rate	\$100.00
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**TRINITY COUNTY**  
Item Report 2.11

Meeting Date: 3/3/2020

Department:  
Sheriff

Contact:  
Jill Lynn

Phone:  
(530)623-8108

2.11 Agreement: Miller Excavation (20-022)

**Requested Action:**

Approve an agreement with Miller Excavation to provide transportation and destruction of contraband.

**Fiscal Impact:**

\$40,000 from the Cannabis Eradication Program.

**Summary:**

The Sheriff's Office has used the services of Miller Excavation for a number of years and would like to continue on an as needed basis. In the past we have used the services once per year and were able to pay with a purchase order. Due to the increased workload we are no longer able to do this. In order to be in compliance with the County and have the ability to utilize the much needed services, we request approval of the agreement with Miller Excavation.

**Alternatives Including Financial Implications:**

Deny the agreement and advise staff.

**Departmental Recommendation:**

Denial of this Agreement would put a hardship on both the Narcotics and Evidence divisions as they would have a substantial workload increase; as well, it would also put a great strain on our limited storage space. It is the Staff's recommendation that the Board approve an agreement with Miller Excavation to provide transportation and destruction of contraband.

**ATTACHMENTS:**

Description

Miller Excavation Agreement 2020

K6/JB  
4-0  
JM Absent

AMENDMENT NO. 1  
TO  
STANDARD FORM PERSONAL SERVICES CONTRACT  
(NO. 20-022 SO)  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
Miller Excavation

WHEREAS, a Contract was entered into the 19<sup>th</sup> day of March, 2020 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Miller Excavation ("Contractor"), to provide transportation and destruction of contraband; and

WHEREAS, the Contract provides for a termination date of March 18, 2022; and

WHEREAS, the parties wish to:

1. Increase the maximum cost to the county; and

WHEREAS, the Contract provides for amendments;

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

1. Section I. MAXIMUM COST TO COUNTY is amended to read as follows:

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 \$60,000.00 per fiscal year, 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. 1 to be executed on this 17<sup>th</sup> day of August, 2022.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Hal Miller  
Title.: Owner  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director

**TRINITY COUNTY**  
Item Report 3.1

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:

Phone:

3.1 Reports/Announcements

**Requested Action:**

- I. Report from Department Heads
- II. Report from County Administrative Officer
- III. Report from Members of the Board of Supervisors

## TRINITY COUNTY

### Item Report 4.1

Meeting Date: 8/17/2021

Department:  
Grants

Contact:  
Richard Kuhns, Psy.D.

Phone:  
530-623-1382

4.1 Agreement: Mid Valley Title and Escrow (21-110)

#### **Requested Action:**

Approve an agreement with Mid Valley Title and Escrow to provide foreclosure proceedings on behalf of the County to resolve defaulted housing rehabilitation loans.

#### **Fiscal Impact:**

No impact to the General Fund; \$200,000 from Grant's Department.

#### **Summary:**

Over the course of the last 2 years, the Grants Coordinator has attempted to clean up the housing rehabilitation loan portfolio; a vast majority of previous loans made are in default due to a lack of payments being made, many as a result of death. During the 2020 County audit, there was a finding that noted that the county failed to document residency requirements for selected loans putting the loan program in an unfavorable position. Obtaining proof of residency from a deceased person is impossible and future audits will denote a "finding" unless the County is able to resolve the matter of default.

In 2019, the Grants Coordinator released an RFP to locate a firm who was willing to tackle the foreclosure proceedings for the County's defaulted loans. The firm that won the bid, refused to purchase General Liability insurance when it was not required for the profession. The firm refused to contract with the County for this reason. In 2020, the Grants Coordinator located another Northern California firm that handles foreclosures for some of our neighboring counties, but when the County's contract was shared with them, their response was the same as the prior firm's, indicating that they hold Errors and Omissions insurance and not General Liability; E&O insurance is the most appropriate type of insurance for the profession.

As well, the firm has indicated that a contract is not necessary under non-judicial foreclosure. Non-judicial foreclosures are outlined in the civil code and lender's (the County) would be issued a Trustee's Sale Guarantee, which is a title guarantee, that when followed, results in a foreclosure process being valid.

Failure to foreclose on loans that are in default will continue to show up as audit findings until resolved or written off.

#### **Discussion:**

An Indemnification Clause is a provision in a contract under which one party commits to

compensate the other for any harm, liability, or loss arising out of the contract. Indemnification is a contractual obligation by one party to pay or compensate for the loss or damage or liability incurred by another party to the contract or by some third person. If there is no indemnification clause, then the parties will not be entitled to any contractual indemnification. This does not mean that a party may not be held liable towards another party in a court of law, it just means that contractually a party cannot claim compensation for specific damages or expenses.

In the Grant Coordinator's experience, if the vendor with whom the County would like to contract cannot obtain the required insurance, a waiver can be granted if the absence of the required coverage will not significantly increase the County's exposure to loss. Errors and omissions (professional liability) coverage helps protect the County from financial loss if the firm makes a mistake in their professional services. General Liability coverage helps protect the County from claims of bodily injury or property damage. Waiving the requirement for indemnification and general liability coverage in favor of the more appropriate E&O insurance and the protections under the Trustee's Sale Guarantee, is the best course of action for the County as the risk of loss to the County is de minimus.

### **Alternatives Including Financial Implications:**

Failure to waive insurance and indemnification requirements means that the loan portfolio will continue to appear in future audits as a finding, the number of loans in default will continue to grow, vacant homes and parcels will continue to be vacant and contribute to blight, and will eventually result in writing the loans off and the County being responsible for any clean up as the lien holder on the deed.

### **Departmental Recommendation:**

It is strongly recommended that the Board forego the requirement for general liability and indemnification in the contract for foreclosure services. The County needs places for people to live and the County could recoup some loan funds through auction that could be recirculated out for other public service or infrastructure projects.

### **CAO Comment:**

County Counsel and Risk Management are not in support of removing the standard indemnifications clause or commercial general liability insurance requirements, however, the discretion is yours to approve the agreement without those provisions.

### **ATTACHMENTS:**

Description

Agreement: Mid Valley Title and Escrow

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF TRINITY  
AND  
MID VALLEY TITLE AND ESCROW

THIS AGREEMENT is made and entered into this 3rd day of August 2021, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and Mid Valley Title and Escrow, a corporation, hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide foreclosure proceedings on County issued loans that have been secured by a Deed of Trust; 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 fee schedule which is included in Exhibit "A" 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 \$200,000, including direct non-salary expenses.

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

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, 2024. 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 be required to carry professional liability 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.

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 date of execution and shall terminate on June 30, 2024.

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

XXIV. 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.

XXV. 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 Administration**  
**Suzi Kochems, Grant Coordinator**  
**P.O. Box 1613**  
**Weaverville, CA 96093**  
**530-228-7811**  
[skochems@trinitycounty.org](mailto:skochems@trinitycounty.org)

Notices shall be given to Contractor at the following address:

**Mid Valley Title and Escrow**  
**601 Main Street**  
**Chico, CA 95928**  
**530-879-2527**  
[grwood@firstam.com](mailto:grwood@firstam.com)

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

COUNTY OF TRINITY:

CONTRACTOR:

By \_\_\_\_\_  
Jeremy Brown  
Chair, Board of Supervisors

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

RISK MANAGEMENT APPROVAL

\_\_\_\_\_  
MARGARET E LONG  
County Counsel

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management Director

## EXHIBIT "A"

Per the California Civil Code, Contractor agrees to serve as Trustee in the non-judicial foreclosure process for up to 20 housing rehabilitation loans that have been in default for longer than 120 days. Services include, but may not be limited to:

- Recording the notice of default
- Issue the Trustee's sale guarantee
- Prepare the notice of sale
- Record the notice of sale
- Publish the notice of sale
- Post the notice of sale at the property
- Mail the notice of sale to the borrower or relative if borrower is deceased
- Foreclosure sale

## EXHIBIT "B"

Contractor fees to County shall follow the strict formula within the California Civil Code and are based on liability and principal balance remaining on each individual loan prior to foreclosure. Costs shall include costs for mailing, publishing, posting, recording, sale crying as charged by vendors who will provide those services directly to the foreclosure process.

## TRINITY COUNTY

### Item Report 4.2

Meeting Date: 8/17/2021

Department:  
Human Resources

Contact:  
Shelly Nelson

Phone:  
(530) 623-1325

4.2 Classifications: General Unit Side Letter Agreement; Non-Rep General Resolution Modification; Range Changes

#### **Requested Action:**

Take the following actions regarding the Administrative Coordinator I (ACI), Administrative Coordinator II (ACII) and Accounting Technician I (ATI) classifications:

1. Ratify County's Lead Negotiator Sophia Meyer's signature on a side letter agreement with the General Unit modifying spreadsheet A of the MOU regarding the ACI, ACII and ATI classifications;
2. Modify spreadsheet A attached to Resolution 2020-007 – Non Represented General Classifications Salary and Benefits regarding the ACI and ACII classifications; and
3. Authorize the Director of Human Resources to modify the alphabetical listing of classifications changing the ranges for ACI to G190, ACI – Non Rep to N190, ACII to G200, ACII – Non Rep to N200, and ATI to G175 retroactively effective July 1, 2021.

#### **Fiscal Impact:**

Approximate cost in salary and benefits is \$150,010 for Fiscal Year 21-22; \$80,496 to general fund departments and \$69,514 to non general fund departments.

#### **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 this fiscal year 21/22, a few entry level classifications are now earning more than a higher level classification, which requires more training / education / duties and needs to be corrected. Following are the classifications being adjusted: Currently, both Accounting Clerk I and II are assigned the same salary range of G173. Administrative Clerk II is currently assigned G173 and Administrative Coordinator is assigned a lesser range of G170.

Following are the agreed to range changes:

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.

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.

The Side Letter Agreement was drafted, reviewed by the bargaining unit membership and the County and has been fully executed by the County's lead negotiator, Sophia Meyer and UPEC representative Ron Copeland.

Affected Non-Represented Classifications:

There are a small group of employees who, because of their job duties, are unable to be members of an employee bargaining unit, therefore they have no collective bargaining abilities. Historically, these employees have been provided with the same level of salary increase and benefits of their represented counterparts. The Administrative Coordinator I - Non Rep should also be changed to N190 and the Administrative Coordinator II- Non-Rep should be changed to N200, and this change would replace all the percentage increases reflected on Resolution No. 2020-007 spreadsheet A.

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, 2021.

**Alternatives Including Financial Implications:**

Deny and provide direction to staff.

**Departmental Recommendation:**

It is staff's recommendation to take the following actions regarding the Administrative Coordinator I (ACI), Administrative Coordinator II (ACII) and Accounting Tech I (ATI) classifications:

1. Ratify County's Lead Negotiator Sophia Meyer's signature on a side letter agreement with the General Unit modifying spreadsheet A of the MOU regarding the ACI, ACII and ATI classifications;
2. Modify spreadsheet A attached to Resolution 2020-007 – Non Represented General Classifications Salary and Benefits regarding the ACI and ACII classifications; and
3. Authorize the Director of Human Resources to modify the alphabetical listing of classifications changing the ranges for ACI to G190, ACI – Non Rep to N190, ACII to G200, ACII – Non Rep to N200, and ATI to G175 retroactively effective July 1, 2021.

**ATTACHMENTS:**

Description

General Unit MOU

Non-Representative General Resolution

Side Letter Agreement signed



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

Sophia R. Meyer 4/15/2020  
Sophia R. Meyer, Date  
Lead Negotiator for County

**ADOPTED:**

Bobbi Chadwick 4/21/2020  
BOBBI CHADWICK, CHAIR Date  
of the Board of Supervisors,  
County of Trinity, State of California

**ATTEST:**

Tina Duong 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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
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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.

<b>Total</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
\$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

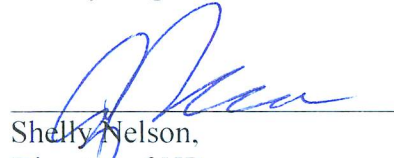


these positions are ever reestablished, they shall be automatically reenrolled in the General Unit for purposes of UNION representation.

**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

Amanda Braxton 2/24/20  
Amanda Braxton Date  
Union Bargaining Team Member

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 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%
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%
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%

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%
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%	-13.0%	-10.6%
Work Crew Leader		G164	\$ 2,633.24	\$ 15.19	2%	2%	3%	3%	3%	-16.0%	-12.80%	-10.4%

**RESOLUTION NO. 2020-007**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF TRINITY  
ESTABLISHING NON-REPRESENTED (GENERAL)  
CLASSIFICATION SALARIES AND BENEFITS**

**WHEREAS**, the Board of Supervisors is empowered to establish compensation and benefits for elected and appointed Department Heads, Management and Confidential, Non-Represented and Classified employees; and

**WHEREAS**, Government Code sections 3500-3510, known as the Meyers-Milias-Brown Act allow for full communication between public employers and their employees including non-represented employees, and;

**WHEREAS**, the Meyers-Milias-Brown Act provides for a responsible method of resolving disputes regarding wages, hours, and other terms and conditions of employment; and

**WHEREAS**, pursuant to Government Code Section 3502, the classifications outlined in this Resolution are not represented by a recognized bargaining unit; and

**WHEREAS**, the County last adopted a Non-Represented (General) salary resolution on July 17, 2018; and

**WHEREAS**, the classifications outlined in this Resolution are:

Accounting Benefit Technician  
Administrative Clerk I –NR  
Administrative Clerk II - NR  
Administrative Coordinator I -NR  
Administrative Coordinator II –NR  
Grants Coordinator I  
Grants Coordinator II  
Housing Program Coordinator  
Information Systems Specialist I  
Information Systems Specialist II  
Information Systems Specialist III  
Information Systems Specialist, Sr  
Loss Prevention Specialist I  
Loss Prevention Specialist II  
Personnel Technician

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Trinity hereby establishes compensation and benefits for the Non-Represented (General) classification series as follows:

**1. Salaries**

- a. Salaries shall be established pursuant to a formally adopted salary schedule and as updated from time to time.

- b. County will increase salaries as follows:  
Commencing July 1, 2019 COUNTY shall increase employees' salary as indicated on the attached spreadsheet A.
- c. 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.

## **2. 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 Resolution 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 this/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.

### **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 resolution 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 resolution who retire from active County service, the retiree medical premium will be paid as follows:

(3) 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 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 Resolution, 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 Resolution, 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 Resolution shall be entitled to PERS Choice employee only full medical benefits, as stated in Article IV, section 5, subsections (A) and (B).

**3. Flexible Benefit Plan**

- a. 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.

**4. 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.
- i. Employees shall assume full responsibility for the payment of PERS retirement benefits as follows:
1. On July 1, 2015, employees will begin contributing an additional 5% towards payment of the employee portion of the PERS retirement contributions.
- b. New employees of Trinity County who are also "new members" of PERS are subject to the provisions of the Public Employee's Pension Reform Act of 2013 shall be employed under the formula for miscellaneous employees, 2.0% at 62, and are required to pay an employee contribution as established by PERS.
- c. County shall implement the CalPERS Section 21548 Pre-Retirement Option Settlement 2 Death Benefit.

**5. 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 CalPERS Credit for Unused Sick Leave.

**6. Reimbursement for Tuition**

- a. With prior approval by the Department Head and Personnel Officer, 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.

**7. Y-Rates**

- a. 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.

**8. Leave**

**a. General Provisions**

- i. Except as expressly provided herein, the provisions of Article IX, Chapter 2.60 of the Trinity County Code are incorporated herein by reference.

**b. Holiday Pay**

- i. 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).
- ii. 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).

- iii. 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:
- iv. B. 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.
- v. When December 24 falls on a Friday it shall be observed on the preceding Thursday.
- vi. When December 24 falls on a Sunday it shall be observed on the preceding Friday.

**9. Incorporation of Personnel Code**

- a. Employees under this Resolution shall be subject to all provisions of the County Personnel Code and County Policies as amended, except as provided by law.

**10. 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:

**C. 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	Mono	San Joaquin
Contra Costa	Monterey	San Luis Obispo
Fresno	Napa	San Mateo
Humboldt	Nevada	Santa Barbara
Inyo	Orange	Santa Clara
Kern	Placer	Santa Cruz
Kings	Riverside	Sonoma
Los Angeles	Sacramento	Tulare
Marin	San Bernardino	Ventura
Mariposa	San Diego	Yolo
Mendocino	San Francisco	

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.

<b>Total</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
\$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.

**DULY PASSED AND ADOPTED** this 4th day of February, 2020 by the Board of Supervisors of the County of Trinity by motion, second (Fenley/Morris), and the following vote:

AYES: Supervisors Morris, Fenley, Groves, 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

Non-Represented 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%
Accounting Benefits Technician		N177	\$ 3,008.09	\$ 17.35	2.00%	2.00%	2.00%	3.00%	3.00%	-18.90%	-15.12%	-12.29%
Administrative Clerk - NR	I	N137	\$ 2,020.37	\$ 11.65	11.00%	8.00%	7.00%	0.00%	0.00%	-9.40%	-7.52%	-6.11%
Administrative Clerk -NR	II	N147	\$ 2,231.76	\$ 12.87	11.00%	8.00%	7.00%	0.00%	0.00%	-9.40%	-7.52%	-6.11%
Administrative Coordinator - NR	I	N164	\$ 2,643.08	\$ 15.24	1.00%	1.00%	1.00%	1.00%	2.00%	-9.40%	-7.52%	-6.11%
Administrative Coordinator - NR	II	N174	\$ 2,919.63	\$ 16.84	1.00%	1.00%	1.00%	1.00%	2.00%	-9.40%	-7.52%	-6.11%
Informations Systems Specialist	I	N179	\$ 3,068.56	\$ 17.70	2.00%	2.00%	2.00%	2.00%	3.00%	-16.30%	-13.04%	-10.60%
Informations Systems Specialist	II	N193	\$ 3,527.25	\$ 20.34	2.00%	2.00%	2.00%	2.00%	3.00%	-16.30%	-13.04%	-10.60%
Informations Systems Specialist	III	N208	\$ 4,095.06	\$ 23.62	2.00%	2.00%	2.00%	2.00%	3.00%	-16.30%	-13.04%	-10.60%
Informations Systems Specialist	Senior	N223	\$ 4,754.22	\$ 27.42	2.00%	2.00%	2.00%	2.00%	3.00%	-16.30%	-13.04%	-10.60%
Loss Prevention Specialist	I	N181	\$ 3,130.24	\$ 18.05	2.00%	3.00%	3.00%	3.00%	3.00%	-22.00%	-17.60%	-14.30%
Loss Prevention Specialist	II	N191	\$ 3,457.76	\$ 19.94	2.00%	3.00%	3.00%	3.00%	3.00%	-22.00%	-17.60%	-14.30%
Personnel Technician		N186	\$ 3,289.94	\$ 18.98	2.00%	2.00%	2.00%	3.00%	3.00%	-18.10%	-14.48%	-11.77%
Grants Coordinator	I	N215	\$ 4,390.44	\$ 25.32	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Grants Coordinator	II	N225	\$ 4,849.80	\$ 27.97	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Housing Program Coordinator		N183	\$ 3,193.17	\$ 18.42	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

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.

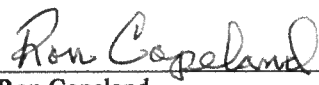
Administrative Coordinator II shall be placed at a G200 until such time as a new MOU is negotiated.

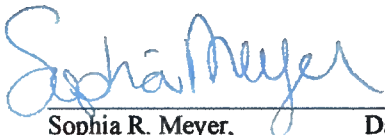
Accounting Technician I shall be placed at a G175 for FY 21/22 and FY 22/23 and shall increase to a G177 for FY 23/24.

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:**

 8/10/21  
\_\_\_\_\_  
Ron Copeland, Date  
Lead Negotiator UPEC Local 792

 8/10/21  
\_\_\_\_\_  
Sophia R. Meyer, Date  
Lead Negotiator for County

## TRINITY COUNTY

### Item Report 4.3

Meeting Date: 8/17/2021

Department:  
Sheriff

Contact:  
Tim Saxon

Phone:  
(530) 623-8110

#### 4.3 Budget Adjustment - Multiple Departments

##### **Requested Action:**

Approve a budget adjustment for FY 20/21 for Sheriff - Dept. 2200 decreasing revenues by \$124,520, Salaries & Benefits by \$4,415, Other Charges by \$50, and Fixed Assets by \$22,000 and increasing Services and Supplies by \$13,000, Interfund Expenses by \$66,679 and Intra-Fund Expenses by \$32,328; approve a budget adjustment for FY 20/21 for Jail - Dept. 2300 decreasing revenues by \$69,321, Salaries and Benefits by \$267,956, Interfund Expenses by \$4,200, Other Charges by \$6,479 and Fixed Assets by \$5,288 and increasing Services and Supplies by \$34,192 and Transfers Out by \$18; approve a budget adjustment for FY 20/21 for National Forest Eradication (NFE) - Dept. 2290 increasing Transfers in and Interfund Expenses by \$18; and approve a budget adjustment for FY 20/21 for Contingency - Dept. 9901 decreasing appropriations by \$29,670.

##### **Fiscal Impact:**

Increase in General Fund Appropriations in the amount of \$29,670; current Contingency balance is \$123,504.

##### **Summary:**

The attached budget adjustments allow for the reallocation of funds between line items within each budget to more accurately reflect revenue and expenses in FY 20/21. It also allows for the reallocation of general fund revenue in the amount of \$180,392 from the Jail budget to the Sheriff budget. This budget adjustment requests \$29,670 in contingency funds to meet FY 20/21 financial obligations.

##### **Discussion:**

Jail (2300) - This budget adjustment reduces revenues by \$69,321, reduces Salaries and Benefits by \$267,956, reduces Interfund Expenses by \$4,200, reduces Support & Care by \$6,479 and reduces Fixed Asset - Equipment by \$5,288. It increases Services and Supplies by \$34,192 and increases Transfers Out by \$18. These changes will allow for \$180,392 in general fund revenue to be utilized by the Sheriff budget in FY 20/21.

National Forest Eradication (NFE) (2290) - This budget adjustment increases Transfers In by \$18 and increased Audit Expense by \$18.

Sheriff (2200) - This budget adjustment decreases revenue by \$124,520, decreases Social

Security by \$4,415, increases Special Department Expense by \$4,000, increases Interfund expenses by \$66,679, decreased NSF fees by \$50, Increases Intrafund Expenses by \$14,797, increases Indirect Costs by \$17,531 and decreases Fixed Asset - Equipment by \$22,000. These adjustments result in an overall budget deficit of \$210,062 for FY 20/21. The reallocation of general fund revenue in the amount of \$180,392 from the Jail to the Sheriff budget reduces this deficit to \$29,670. This budget adjustment requests \$29,670 in contingency funds to meet FY 20/21 financial obligations.

**Alternatives Including Financial Implications:**

Deny the budget adjustments and advise staff.

**Departmental Recommendation:**

It is staff's recommendation that the Board of Supervisors approve the fiscal year 2020/2021 budget adjustments in the following departments; 2300, 2290 and 2200.

**ATTACHMENTS:**

Description

Sheriff (2200)

NFE (2290)

Jail (2300)

Contingency (9901)

# TRINITY COUNTY BUDGET ADJUSTMENT

7/20/2021

Department: Sheriff

Number: 2200

## Justification for budget adjustment:

This budget adjustment allows for the reallocation of funds between line items within the Sheriff budget to more accurately reflect revenue and expenses in FY 20/21. It also reflects a reallocation in general fund revenue in the amount of \$180,392 from the Jail budget in FY 20/21. This budget adjustment requests \$29,670 in contingency funds to meet FY 20/21 financial obligations.

## Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
7190	State Grant	247,170	165,091	(82,079)
7804	NFE	39,777	6,539	(33,238)
9299	Other Revenue	10,000	797	(9,203)
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				<u>(124,520)</u>

## Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
1100	Social Security	144,572	140,157	(4,415)
2060	Communications	60,000	69,000	9,000
2700	Special Department Expense	25,000	29,000	4,000
2199	Interfund Maintenance	30,380	80,183	49,803
2399	Interfund Professional Services	1,220	-	(1,220)
2799	Interfund Travel	57,000	75,096	18,096
3232	NSF Fees	60	10	(50)
2101	Intra-Fund Insurance	99,704	113,281	13,577
2375	Intrafund Professional Services	-	1,220	1,220
3291	Indirect Costs	254,032	271,563	17,531
4300	Fixed Asset	22,000	-	(22,000)
				-
TOTAL EXPENDITURE CHANGES				<u>85,542</u>

<b>Origin</b>			<b>Business Manager</b> <small>Title</small>
<b>Auditor</b>	Auditor Review _____ Date Reviewed: ____/____/____		
	REQUIRES BOARD ACTION <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>CAO</b>	CAO Approval _____ Date: ____/____/____		
<b>BOS</b>	Approved by Board of Supervisors on: ____/____/____		



# TRINITY COUNTY BUDGET ADJUSTMENT

8/2/2021

Department: National Forest Eradication (NFE)

Number: 2290

Justification for budget adjustment:


This budget adjustment reflects anticipated audit expenses that will occur during FY 20/21

## Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9800	Transfers In	-	18	18
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				<u>18</u>

## Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
3290	Indirect Costs	-	18	18
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				<u>18</u>

Origin	 Signature	Business Manager Title
Auditor	Auditor Review _____ Date Reviewed: ____/____/____	
	REQUIRES BOARD ACTION <input type="checkbox"/> YES <input type="checkbox"/> NO	
CAO	CAO Approval _____ Date: ____/____/____	
BOS	Approved by Board of Supervisors on: ____/____/____	

# TRINITY COUNTY BUDGET ADJUSTMENT

8/2/2021

Department: Jail

Number: 2300

Justification for budget adjustment:

Page 1 of 2

This budget adjustment allows for the reallocation of funds between line items within the Jail budget to more accurately reflect revenue and expenses in FY 20/21. It also reflects a reallocation in general fund revenue in the amount of \$180,392 to the Sheriff budget which has experienced higher than anticipated expenses in FY 20/21.

## Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
7076	COVID-19 Relief	-	57,080	57,080
7482	STC Sheriff	15,600	1,200	(14,400)
8302	Booking Fees	12,000	7,151	(4,849)
8853	Copies	50	35	(15)
8900	Interfund Revenues	164,231	6	(164,225)
8950	CCP- CO	-	91,139	91,139
9103	Misc Food	250	228	(22)
9254	Restitution	-	328	328
9265	Work Alternative	25,000	-	(25,000)
9590	Reimbursables	9,357	-	(9,357)
				-
TOTAL REVENUE CHANGES				(69,321)

## Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
1010	Permanent Salaries	1,035,143	854,117	(181,026)
1020	Extra Help	50,000	86,523	36,523
1030	Overtime	130,000	112,456	(17,544)
1100	Social Security	95,328	81,334	(13,994)
1200	Retirement	317,478	293,707	(23,771)
1210	LIUNA	40,847	31,160	(9,687)
1300	Group Insurance	249,489	190,471	(59,018)
1400	Unemployment Insurance	13,230	13,791	561
2299	Interfund Supplies	600	-	(600)
2399	Interfund Professional Services	3,600	-	(3,600)
3100	Support & Care	23,000	16,521	(6,479)
4300	Equipment	69,000	63,712	(5,288)
TOTAL EXPENDITURE CHANGES				(283,923)

<b>Origin</b>			<b>Business Manager</b> <small>Title</small>
<b>Auditor</b>	Auditor Review _____ REQUIRES BOARD ACTION <input type="checkbox"/> YES <input type="checkbox"/> NO	Date Reviewed: ____/____/____	
<b>CAO</b>	CAO Approval _____ Date: ____/____/____		
<b>BOS</b>	Approved by Board of Supervisors on: ____/____/____		





8/6/2021

Number: 9901

Decreasing provisions for contingency by \$29,670, to cover financial obligations for Sheriff 2200.

Account Number	Description	Amount Budgeted	Revised Amount	Change
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TOTAL REVENUE CHANGES

Account Number	Description	Amount Budgeted	Revised Amount	Change
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TOTAL EXPENDITURE CHANGES

(29,670)

Origin	<u>Christine Gaffney</u> Assistant Auditor Signature Title	
Auditor	Auditor Review <u>Christine Gaffney</u> REQUIRES BOARD ACTION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Date Reviewed: <u>8 / 6 / 21</u>
CAO	CAO Approval _____	Date: ____/____/____
BOS	Approved by Board of Supervisors on: ____/____/____	BOS AUD

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**TRINITY COUNTY**  
Item Report 5.1

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:

Phone:

5.1 Closed Session: Threat to Public Services or Facilities

**Requested Action:**

Government Code Section 54954.5(e) - Threat to Public Services or Facilities  
Consultation with: Trinity County Sheriff Tim Saxon

**TRINITY COUNTY**  
Item Report 5.2

Meeting Date: 8/17/2021

Department:  
Clerk of the Board

Contact:

Phone:

5.2 Closed Session 54954.5(c): Existing Litigation

**Requested Action:**

Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation

No. of Cases: 1

Trinity Action Association, Inc. v County of Trinity, et al (Trinity County Superior Court Case No. 19CV001)