

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

MEETING AGENDA

April 16, 2024

Chairman

Supervisor Ric Leutwyler - District 1

Vice-Chairman

Supervisor Liam Gogan - District 3

Supervisor Jill Cox - District 2

Supervisor Heidi Carpenter-Harris - District 4

Supervisor Dan Frasier - District 5

Trent Tuthill - County Administrative Officer

Margaret E. Long - County Counsel

Ashley Piker - Deputy Clerk of the Board

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

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

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

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

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

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

ZOOM INFORMATION

9:00 AM

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Clerk of the Board

- 1.1** Receive an update on the Digital 299 project and the general progress of local broadband development efforts.
No fiscal impact.

County Administrative Office

- 1.2** Provide a presentation to the Board of Supervisors on the adopted Trinity County Strategic Plan Line of Effort 3, Growth and Development, Objective 3, Key Result 2, Develop a Revitalization Strategy for Trinity County.

Probation

- 1.3** Receive a report from the Juvenile Justice Coordinated Council presented by the Chair, Chief Probation Officer Ruby Fierro, and Co-Chair, Valentine Gonzalez, of the annual Juvenile Justice Realignment Block Grant (JJRBG) Annual Plan.
No fiscal impact.

Sheriff

- 1.4** Adopt a proclamation recognizing the week of April 14-20, 2024 as National Animal Control Officer Appreciation Week.
No fiscal impact
- 1.5** Adopt a proclamation recognizing the week of April 14-20, 2024 as National Public Safety Telecommunicators Week.
No fiscal impact.

PUBLIC COMMENT

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

REPORTS/ANNOUNCEMENTS

- 2.1 I. Report from Department Heads
II. Report from County Administrative Officer
III. Reports from Members of the Board of Supervisors
IV. Reports from Ad Hoc:
A. Cannabis Ordinance
b. Tribal Relations

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.

Board of Supervisors

- 3.1 Adopt a resolution supporting the Rotary Club of Weaverville's 2024 4th of July events:
• 2024 4th of July Parade
• Parking during 4th of July Parade
No fiscal impact.

Clerk of the Board

- 3.2 Find no objection to the issuance of a daily alcoholic beverage license to Trinity Trail Alliance to serve alcoholic beverages at the LaGrange Classic Mountain Bike Race to be held at Lowden Park in Weaverville, CA on June 8, 2024.
No fiscal impact.
- 3.3 Find no objection to the issuance of a daily alcoholic beverage license to Weaverville Chamber of Commerce to serve alcoholic beverages at the Street Dance to be held at 11 Court Street, in Weaverville, CA on May 4, 2024.
No fiscal impact.
- 3.4 Ratify the Chairmans signature on a letter of support for Rocky Mountain Elk Foundation Fund raising Banquet that happened on April 13, 2024 .
No fiscal impact.

County Administrative Office

- 3.5 Approve a budget adjustment for FY 23/24 for Grants Admin - Dept 8193 increasing Transfers Out by \$632,000 and approve a budget adjustment for FY 23/24 for Housing - Dept 8118 increasing Transfers In by \$632,000.
No impact to the General Fund; current cash balance in Grants Admin - Fund 193 is \$321,343.89 and in Housing - Fund 118 is \$-195,661.20
- 3.6 Approve a budget adjustment for FY 23/24 for AB102 Veterans Hall Modernization - Dept 8403 increasing revenues by \$1,500,000, Services and Supplies by \$2,000 and Interfund Expenses by \$20,000.
No impact to the General Fund; current cash balance in AB102 Veterans Memorial

Modernization - Fund 403 is \$1,500,000.

Health and Human Services

- 3.7** Approve an agreement with Renegade Health LLC to provide by mail Sexually Transmitted Infection (STI) testing and treatment services that includes a telehealth component for consultation and follow-up.

No impact to the General Fund; bundled service costs (Exhibit A) will be paid through IGT funds.

- 3.8** Approve an amendment with the California Department of Public Health Sexually Transmitted Disease Branch to amend the extending the term date and decreasing maximum to \$305,946 of the agreement for the Disease Intervention Specialist (DIS) Workforce Development project.

No impact to the General Fund; potential revenue to HHS reduced to \$305,946.

- 3.9** Approve amendment number 1 to the agreement with Emergency Vehicle Outfitting Company, increasing the max cost by \$100,000; to provide purchase, installation, removal, maintenance, and programming of handheld and mounted radios and necessary ancillary equipment to support current, efficient, and effective radio communications for Health and Human Services staff.

No impact to the General Fund; \$150,000 from HHS budgets.

- 3.10** Approve amendment number 3 to the agreement with Propio LS, LLC dba Telanguage, LLC, amending the vendor name, revising the maximum cost by \$10,000 per fiscal year, and revising the services and rates; to provide interpretation/translation services.

No impact to the General Fund; \$10,000 per fiscal year from HHS allocations.

- 3.11** Approve a budget adjustment for FY 23/24 for Health - Dept 4402, increasing Revenues by \$875,694, Transfer In by \$71,550, Services & Supplies by \$46,961, and Interfund Expenses by \$150,283; and approve a budget adjustment for FY 23/24 for Realignment: Health Services - Dept. 8493 increasing Revenues by \$250,000 and Transfer Out by \$71,550.

No impact to the General Fund; current cash balance in Health Department - Fund 402 is \$-193,991 and in Realignment: Health Services - Fund 493 is \$1,844,873.70

Information Technology

- 3.12** Approve amendment number 2 to the agreement with Velocity Communications, INC, updating the service agreement outlining new terms, updating exhibit A and requesting an increase Mbps to commence, to provide bandwidth service from 250 Mbps to 1 Gbps.

\$1,000 monthly reoccurring charge for 1 Gbps - a four-fold increase in bandwidth. The charge of \$63.50 for 127 external IP addresses remains the same. The increased amount is already accounted for in the IT budget.

Probation

- 3.13** Authorize the Chairman to sign a letter in opposition of SB 1057: Elementary and secondary education: omnibus bill.

No fiscal impact.

- 3.14** Authorize the Chairman to sign a letter in opposition of AB 2882; California Community Corrections Performance Incentives.
No fiscal impact.
- 3.15** Adopt a resolution which removes from the Probation Department's Capital Asset Inventory listing: Asset ID # 13198 - Ford 500 Vin#1FAFP26186G176639
Unknown revenue to Probation.

Sheriff

- 3.16** Approve an agreement with the California Department of Parks and Recreation Division of Boating and Waterways Financial Aid Program for FY 24/25.
Revenue in the amount of \$114,543.00 to the Lake Patrol budget.
- 3.17** Approve amendment number 3 to the agreement with Central Valley Toxicology, updating Exhibit B for coroner fee schedule and increasing the maximum cost by \$5,000 per fiscal year, to provide forensic toxicology services.
Not to exceed \$20,000.00 per fiscal year from the Sheriff's budget.

Transportation

- 3.18** Approve amendment number 1 to the agreement with Highway Specialty Company, Inc. extending the term to December 31, 2024 ; increasing the maximum cost by \$16,225; updating exhibit A& B; increasing the scope of work and amending the Fee schedule to repair guardrail damage during an accident on Hyampom Road on 1/24/24.
Up to additional \$16,225 from Road Funds to be reimbursed by insurance company for the responsible accident party.
- 3.19** Approve an memorandum of understanding with Cal Fire to provide assistance with the performance of conservation projects such as fuels management and hazards reduction in the County of Trinity, and ratify the Director of Transportation's signature on the memorandum of understanding.
Up to \$25,000 from Airport and Road Funds.

Trinity County Transportation Commission

- 3.20** Adopt a resolution which executes the Fiscal Year 23/24 Low Carbon Transit Operations Program for Trinity Transit.
No impact to the General Fund; revenue in the amount of \$43,599 for Trinity Transit.

Veterans Services

- 3.21** Authorize Board of Supervisors Chair to sign the letter of support for AB 46: Personal income taxes: exclusion: Military Services Retirement and Surviving Spouse Benefit Payment Act.
Unknown at this time.

COUNTY MATTERS

These items include non-routine, or controversial matters and are listed alphabetically by department. A member of

the Board or Staff may request that an item be heard out of order.

Board of Supervisors

- 4.1** Discuss and provide direction on voting for Rural Caucus Boundaries at the CSAC meeting.

No fiscal impact.

- 4.2** Appoint a primary member for the year 2024 to The North State Planning & Development Collective and authorize the Chairman to sign the letter of support.

No fiscal impact.

Clerk of the Board

- 4.3** Waive provision 2C of the County Fee Waiver Policy, find that the Trinity County Fair provides a public benefit, and approve their application for waiver of County fees waiving Solid Waste fees in the amount of \$8,320.

Loss of revenue in the amount of \$8,320 to the Solid Waste department.

County Administrative Office

- 4.4** Take the following actions regarding the upgrade of our Accounting/Financial System Software:

1. Ratify County Administrative Officer (CAO) Trent Tuthill's signature on amendment number 1 to the agreement with Central Square to complete the upgrade of our financial software from version 16.2 to 23.1 and increase the maximum cost by \$113,100.83 for the upgrade and related training/support costs to provide access to the County's Accounting/Financial system;
2. Authorize the CAO to sign any future amendments needed for training on modules not currently being utilized and/or to keep our software up to date; and
3. Authorize the CAO and Auditor/Controller to sign any budget adjustments necessary to utilize LATCF funds to cover the costs associated with the upgrade and necessary training/support.

\$113,100.83 from LATCF funds.

- 4.5** Discuss and receive Board of Supervisors direction to staff regarding what option to use/establish to process the three existing opt out requests from 2020/2021. The three specific requests are identified as Hettenshaw, Lewiston 3 and East Weaver Branch requests.

Unknown at this time.

Cannabis

- 4.6** Introduce and waive the reading of an ordinance amending Trinity County Code Section 17.43.090 pertaining to Commercial Cannabis Cultivation General Plan Update fees.

No impact to the General Fund.

- 4.7** Waive the reading of and enact an ordinance amending Trinity County Code Section 17.43.050 pertaining to Commercial Cannabis Cultivation Regulations introduced April 2, 2024.

No impact to the General Fund.

CLOSED SESSION

- 5.1** Government Code Section 54954.5(c) - Conference with Legal Counsel -
Anticipated Litigation; Significant exposé to litigation;
No. of Cases: 1:Prop 26
- 5.2** Government Code Section 54954.5(e) - Public Employee Appointment: County
Counsel.

ADJOURN

TRINITY COUNTY
Item Report 1.1

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:

Phone:

1.1 Presentation Regional Broadband Consortia Lead Connie Stewart

Requested Action:

Receive an update on the Digital 299 project and the general progress of local broadband development efforts.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description
Presentation



Trinity Board of Supervisors Broadband Presentation

Connie Stewart, Executive Director of Initiatives

April 16, 2024

CAL POLY HUMBOLDT

Money, Money Everywhere...CA's \$6 Billion



- Governor Gavin Newsom signed Senate Bill 156 into law on July 20, 2021, investing \$6 billion for broadband infrastructure for middle-mile and last-mile projects. This investment is part of a statewide plan to expand broadband infrastructure, increase affordability, and enhance access to broadband for all Californians.
 - Statewide Middle-Mile Network (\$3.25 billion)
 - Last-Mile and Adoption Grant Programs (\$2 billion)
 - Financial Backing for Public Networks (\$500 million for a Loan Loss Reserve Fund)
 - Technical Assistance Grants (\$50 million)

CAL POLY HUMBOLDT



MMBI SUMMARY

2023 Broadband Investment Last Mile Initiative Snapshot

	TECHNICAL ASSISTANCE	LOAN LOSS RESERVE FUND	FEDERAL FUNDING ACCOUNT	CALIFORNIA ADVANCED SERVICES FUND
Amount	\$50 million (<i>part of Federal Funding Account Total</i>)	\$500 million proposed (\$750 million currently)	~\$2 billion	\$73 million for FY23/24
Summary	Assist local governments & Tribes to prepare for broadband infrastructure investments.	Enable local governments & nonprofits to secure financing for broadband infrastructure.	Fund last-mile broadband infrastructure projects in every county.	Assist with broadband infrastructure deployment & adoption in public housing, Tribes, & unserved areas.

CAL POLY HUMBOLDT

The Broadband Equity, Access, and Deployment (BEAD) Program = \$1.86B in CA

- Goal is to build infrastructure that provides reliable high-speed Internet **access** to all Americans **for today and tomorrow...**
- ...with a focus on making high-speed Internet **affordable** and **reliable** so **everyone** can participate in the economy...
- Fiber first and then other technologies
- ... and providing the resources needed to **equitably** expand the adoption and use of the Internet so **everyone** can experience the benefits.



Middle-Mile Broadband Initiative

- Current Proposed Goal is 10,000 miles of open access middle mile broadband
- In Trinity County,
 - 151 total miles
 - 79 leased miles
 - 72 construction miles



Middle-Mile Broadband Initiative

Current Caltrans Road Included:



- Hwy 299
- Hwy 3

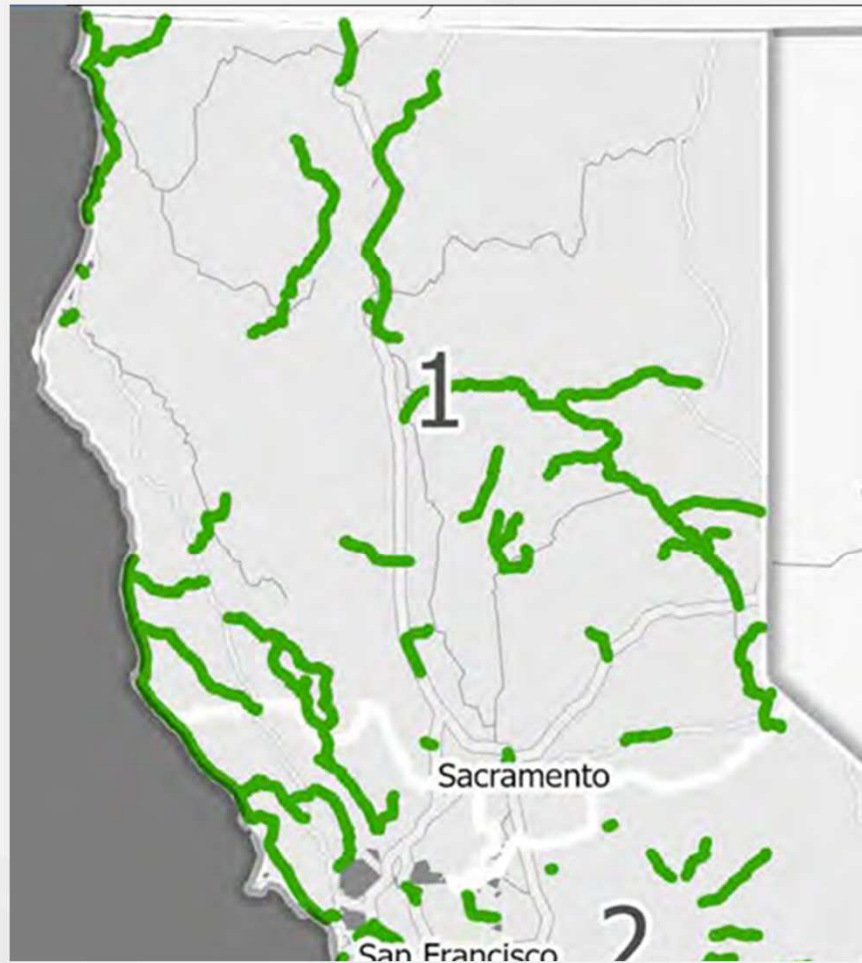
Great News:

Senator Mike McGuire, Ex Officio Member
Assemblymember Jim Wood, Ex Officio Member

Scary News:

Federal rules require all contracts executed by Dec 2024 and construction completed by Dec 2026. But we are on target to meet all of these requirements.

View of Construction Areas In Caltrans District 2



CAL POLY HUMBOLDT



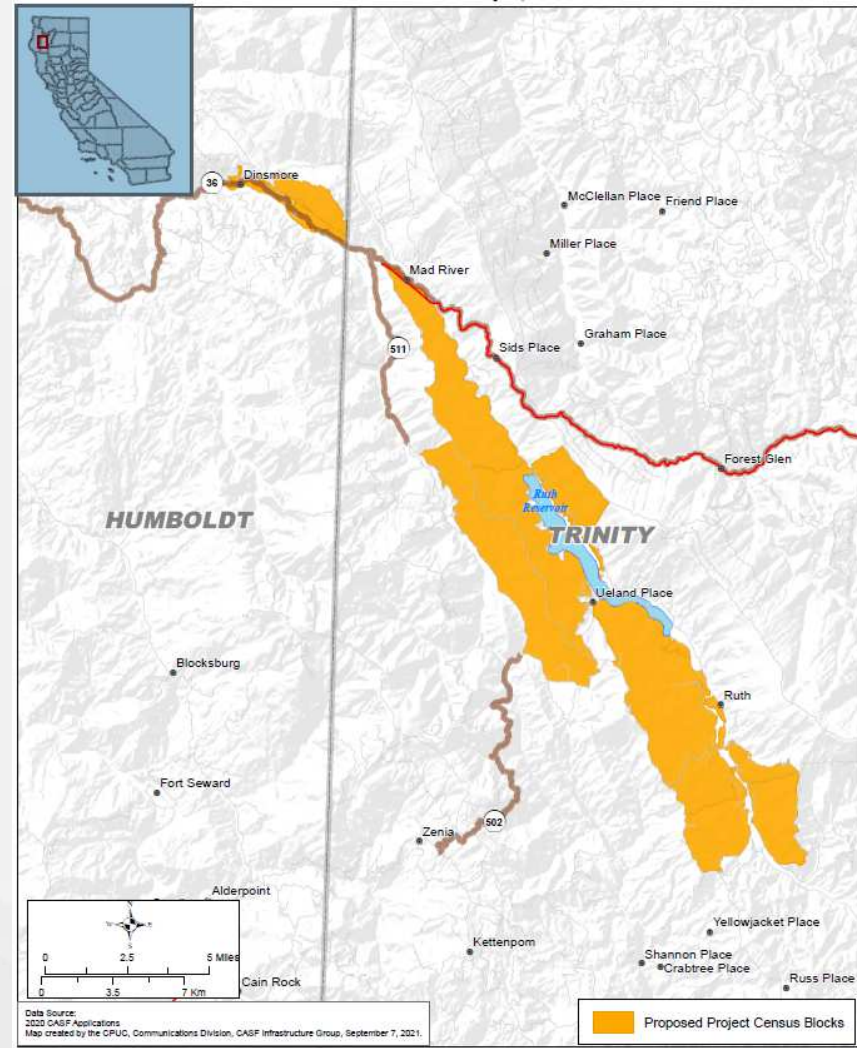
Legend:
Green=Construction
Black - Joint Build and
Lease/Purchase



CAL POLY HUMBOLDT



Frontier Communication Trinity Project



CAL POLY HUMBOLDT

Key Activities Coming Up Over The Next Year



CAL POLY HUMBOLDT

What Else Could The County Do To Get Ready



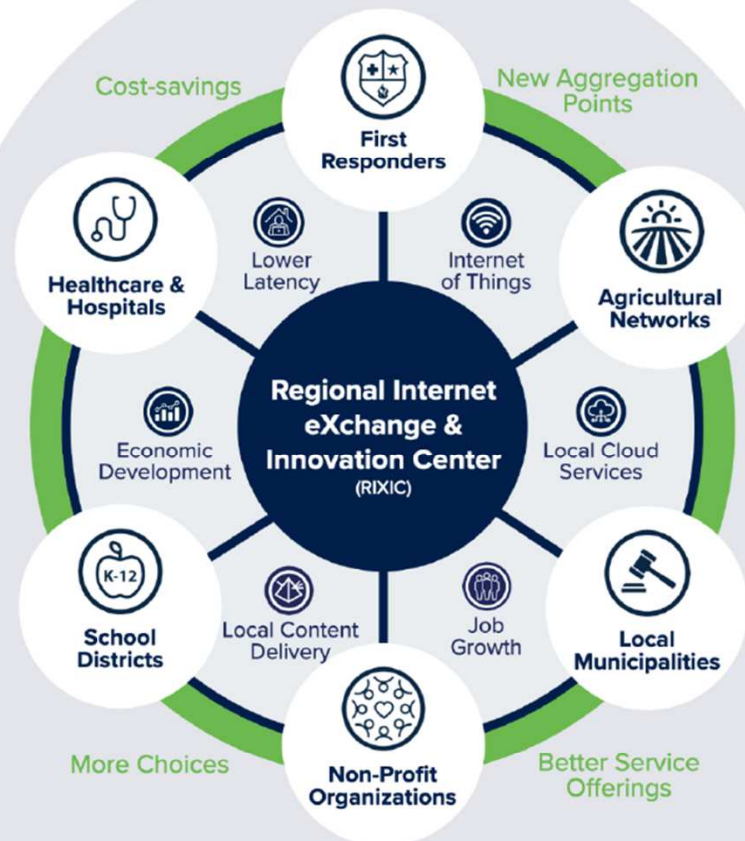
- **Anchor Institutions Lists** = Are entities that facilitate greater use of high-speed Internet service
- CPUC defined “community anchor institution” to mean a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization (including any public housing agency and U.S. Department of Housing and Urban Development-assisted housing organization), or community support organization that facilitates greater use of broadband service by vulnerable populations.
 - More than just schools, libraries, hospitals.
 - Promote Low Cost Programs and get local providers to participate in them
 - Collect data on service needs



Upcoming Opportunities

- The California Emerging Technology Fund (CETF)
 - Earn a Grant of \$1,000 for Your Local Government – It is Easy!
 - Be Among the First 100 Local Governments to Participate
 - ? Attend a Webinar: Fridays, April 26 or May 17, 2024, 9-11AM
 - ? Fill Out the Best Practices Check List
 - ? Submit the Check List to CETF by Friday, May 31, 2024
- **Apply for a Grant of \$20,000 to Advance Digital Equity – Help Lead!**
 - Be One of 25 Leading Pacesetter Local Governments to Support Each Other
 - ? Submit a 1-Page Simple Application by June 28, 2024
 - ? Participate in 3 Online Workshops to Share Lessons Learned
 - ? Fill Out a “Post” Best Practices Check List to Measure Progress

CAL POLY HUMBOLDT



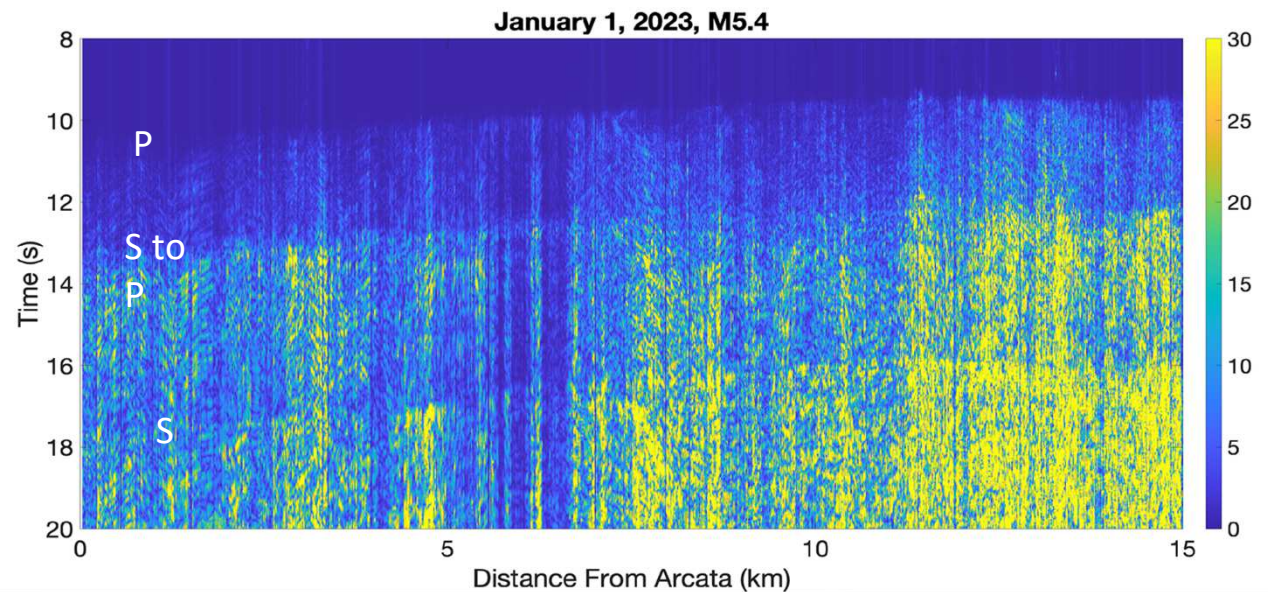
CAL POLY HUMBOLDT

Onshore-Offshore Opportunities in the Gorda Subduction Zone

Jeff McGuire and Andy Barbour (USGS), Connie Stewart, Mark Hemphill-Haley, Bob McPherson, and many students and staff (Cal Poly Humboldt), and Team Gorda

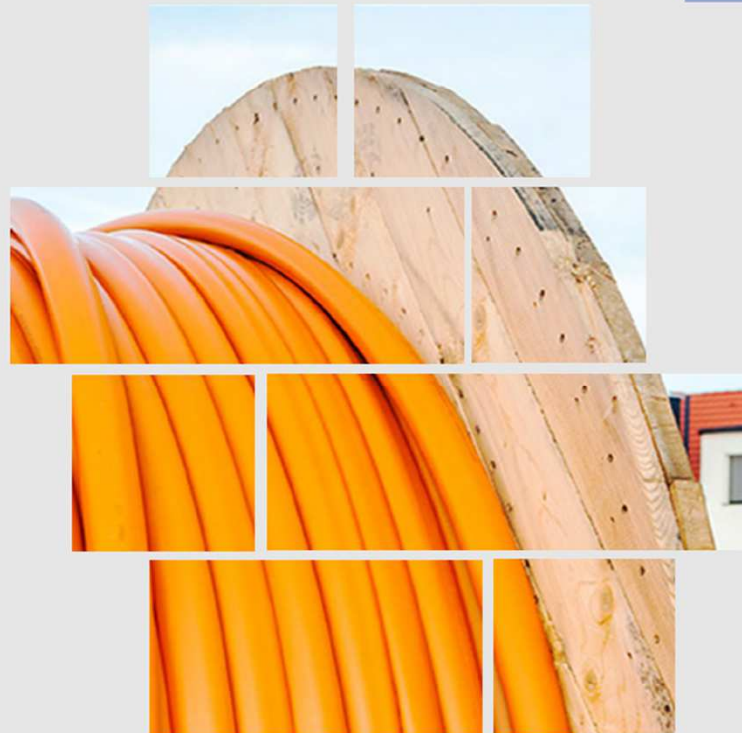


Plate Interface Converted Waves from the Cascadia Locked Zone
Recorded on a Fiber Optic Cable



CAL POLY HUMBOLDT

Sign up: Broadband for All Newsletter



CAL POLY HUMBOLDT

Thank You

Contact: Connie Stewart

ces54@Humboldt.edu



For More Information: BEAD Program

<https://broadbandusa.ntia.doc.gov/events/latest-events/internet-all-webinar-series-broadband-equity-access-and-deployment-bead>

Middle Mile Program: <https://middle-mile-broadband-initiative.cdt.ca.gov/pages/statewide-middle-mile-network-map>

CAL POLY HUMBOLDT



Links to Presentations:

- BEAD Webinar:
<https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD-101-Webinar-Presentation-Deck-05-17.pdf>
- BEAD Challenge Process: <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/bead-program/bead-challenge-process>

TRINITY COUNTY
Item Report 1.2

Meeting Date: 4/16/2024

Department:
County Administrative Office

Contact:
Trent Tuthill

Phone:
530-623-1382

1.2 Presentation on Strategic Plan, Line of Effort 3, Objective 3, Key Result 2

Requested Action:

Provide a presentation to the Board of Supervisors on the adopted Trinity County Strategic Plan Line of Effort 3, Growth and Development, Objective 3, Key Result 2, Develop a Revitalization Strategy for Trinity County.

ATTACHMENTS:

Description
Strategic plan update
Focus Areas



Trinity County Strategic Plan LOE 3, Obj 3, KR 2 Update

**Trent Tuthill
County Administrative Officer
April 16th, 2024**



CY24 LOE 3 (Growth and Development)

KR Overview

(Ruby, Ed)

OBJECTIVE 3: Ensure a cohesive, coordinated and adequately funded strategy is in place to market Trinity County as a premier destination to do business, visit and live

KR1. **Oversee investment of TOT funds to ensure Trinity County is effectively promoted as a destination for arts, culture, recreation and adventure**

KR2. **Develop a Revitalization Strategy for Trinity County**

KR3. Capture additional revenue from Airbnb and VRBO property registrations

KR4. Promote an initiative of a TOT increase and/or Special Investment District on the ballot

KR5. Consider ways to support a vibrant downtown area through improved parking, signage and the elimination of blight

OBJECTIVE 4: Ensure all industry reflects and supports the heritage and lifestyle of Trinity County

KR1. **Process CEQA compliant permit applications in a manner that reflects the interests of our community as a whole**

KR2. **Keep the public informed and seek input regarding a fully functioning legal cannabis industry program, including regulations and policies with a view toward safety and effective risk management**

KR3. Stay current on available sources of funding/grants that can be used to support and nurture local businesses that make a positive contribution to our county



Overview: Line of Effort 3, Objective 3

KR 2: Develop a Revitalization Strategy for Trinity County

Team

LOE Champion: Ruby, Ed
Objective Lead: Trent Tuthill
KR Focal Points: CDD
Team: CDD
CAO
BOS
Fiscal Staff

Action Items

1. Develop Strategy Topics and Focus Areas (ECD: Jun 24)
2. Prioritize and refine Topics and Focus Areas (Jul 24)
3. Create/write Strategy document (ie formalize a document) (Sept 24)
4. Present Strategy to BOS (Nov 24)

Overall Status

- KR Team Developed
- Initial Focus Areas in development

KR ECD: 31 Dec 24

Success Criteria

1. Accomplish action items
2. Communicate Strategy concept with other community partners
3. Develop and implement a collaboration and/or information sharing method
4. Transition from Strategy development to implementation



ACTION PLAN (MILESTONES)

- (20%) Action 1: Develop Strategy Topics and Focus Areas (ECD: Jun 24)
 - Status: Draft developed, discussing with board
- (30%) Action 2: Prioritize and refine Topics and Focus Areas (Jul 24)
 - Status: Not started
- (30%) Action 3: Create/write Strategy document (ie formalize a document) (Sept 24)
 - Status: Not started
- (20%) Action 3: Present Strategy to BOS (Nov 24)
 - Status: Not started

Assistance Needed/Authority

- Direction on strategy topics/focus areas

Key Accomplishments/Decisions



Revitalization Strategy Focus Areas

- **Economic Development:**
 - Attracting new businesses and industries
 - Supporting existing businesses through incentives and resources
 - Creating entrepreneurship programs and small business support
 - Developing workforce training and education programs to meet industry needs
 - Encouraging tourism and hospitality initiatives
- **Infrastructure Improvement:**
 - Upgrading transportation networks (roads, bridges, public transit)
 - Enhancing utility infrastructure (water, sewage, electricity)
 - Investing in broadband internet access and digital infrastructure
 - Renovating public buildings and facilities
 - Implementing green infrastructure projects for sustainability
- **Housing and Neighborhood Revitalization:**
 - Rehabilitating blighted properties and vacant lots
 - Promoting mixed-income housing developments
 - Offering incentives for home renovations and improvements
 - Supporting affordable housing initiatives
 - Implementing neighborhood beautification and cleanup projects
- **Community Engagement and Social Services:**
 - Establishing community centers and recreational facilities
 - Supporting local cultural and arts programs
 - Strengthening healthcare access and services
 - Enhancing public safety measures and community policing
 - Facilitating community events and festivals to foster social cohesion
- **Environmental Sustainability:**
 - Implementing green energy initiatives (solar, wind, etc.)
 - Preserving natural resources and green spaces
 - Encouraging recycling and waste management programs
 - Promoting sustainable agriculture and local food systems
 - Addressing climate change adaptation and resilience strategies
- **Education and Workforce Development:**
 - Enhancing vocational training and technical education programs
 - Partnering with local schools and universities to support workforce development
 - Creating internship and apprenticeship opportunities
 - Fostering lifelong learning and skills upgrading programs
- **Regulatory Reform and Streamlining Processes:**
 - Reviewing zoning regulations to promote development
 - Streamlining permitting processes for businesses and developers
 - Encouraging public-private partnerships for infrastructure projects
- **Funding and Financing Mechanisms:**
 - Seeking grants and funding opportunities from federal and state governments
 - Establishing public-private partnerships for funding infrastructure projects
 - Leveraging tax increment financing (TIF) and other financing tools
 - Developing revolving loan funds for small businesses and startups
 - Exploring crowdfunding and community investment options
- **Data Analysis and Performance Measurement:**
 - Utilizing data analytics for informed decision-making
 - Establishing key performance indicators (KPIs) to measure progress
 - Conducting regular evaluations and assessments of revitalization efforts
 - Soliciting feedback from stakeholders and residents through surveys and community meetings
 - Adjusting strategies based on data-driven insights and stakeholder input
- **Long-Term Sustainability and Resilience Planning:**
 - Developing comprehensive, long-term strategic plans for sustainable development
 - Incorporating resilience planning to mitigate risks from natural disasters and economic shocks
 - Building partnerships with neighboring counties and regional organizations
 - Establishing mechanisms for ongoing monitoring and adaptive management
 - Ensuring equitable access to opportunities and benefits for all residents, regardless of socioeconomic status or background.

Revitalization Strategy Focus Areas

1. Economic Development:

- Attracting new businesses and industries
- Supporting existing businesses through incentives and resources
- Creating entrepreneurship programs and small business support
- Developing workforce training and education programs to meet industry needs
- Encouraging tourism and hospitality initiatives

2. Infrastructure Improvement:

- Upgrading transportation networks (roads, bridges, public transit)
- Enhancing utility infrastructure (water, sewage, electricity)
- Investing in broadband internet access and digital infrastructure
- Renovating public buildings and facilities
- Implementing green infrastructure projects for sustainability

3. Housing and Neighborhood Revitalization:

- Rehabilitating blighted properties and vacant lots
- Promoting mixed-income housing developments
- Offering incentives for home renovations and improvements
- Supporting affordable housing initiatives
- Implementing neighborhood beautification and cleanup projects

4. Community Engagement and Social Services:

- Establishing community centers and recreational facilities
- Supporting local cultural and arts programs
- Strengthening healthcare access and services
- Enhancing public safety measures and community policing
- Facilitating community events and festivals to foster social cohesion

5. Environmental Sustainability:

- Implementing green energy initiatives (solar, wind, etc.)

- Preserving natural resources and green spaces
 - Encouraging recycling and waste management programs
 - Promoting sustainable agriculture and local food systems
 - Addressing climate change adaptation and resilience strategies
6. Education and Workforce Development:
- Enhancing vocational training and technical education programs
 - Partnering with local schools and universities to support workforce development
 - Creating internship and apprenticeship opportunities
 - Fostering lifelong learning and skills upgrading programs
7. Regulatory Reform and Streamlining Processes:
- Reviewing zoning regulations to promote development
 - Streamlining permitting processes for businesses and developers
 - Encouraging public-private partnerships for infrastructure projects
8. Funding and Financing Mechanisms:
- Seeking grants and funding opportunities from federal and state governments
 - Establishing public-private partnerships for funding infrastructure projects
 - Leveraging tax increment financing (TIF) and other financing tools
 - Developing revolving loan funds for small businesses and startups
 - Exploring crowdfunding and community investment options
9. Data Analysis and Performance Measurement:
- Utilizing data analytics for informed decision-making
 - Establishing key performance indicators (KPIs) to measure progress
 - Conducting regular evaluations and assessments of revitalization efforts
 - Soliciting feedback from stakeholders and residents through surveys and community meetings
 - Adjusting strategies based on data-driven insights and stakeholder input
10. Long-Term Sustainability and Resilience Planning:
- Developing comprehensive, long-term strategic plans for sustainable development

- Incorporating resilience planning to mitigate risks from natural disasters and economic shocks
- Building partnerships with neighboring counties and regional organizations
- Establishing mechanisms for ongoing monitoring and adaptive management
- Ensuring equitable access to opportunities and benefits for all residents, regardless of socioeconomic status or background.

TRINITY COUNTY

Item Report 1.3

Meeting Date: 4/16/2024

Department:
Probation/Collections

Contact:
Ruby Fierro

Phone:
(530)623-1204 ext132

1.3 JJRBG Annual Plan

Requested Action:

Receive a report from the Juvenile Justice Coordinated Council presented by the Chair, Chief Probation Officer Ruby Fierro, and Co-Chair, Valentine Gonzalez, of the annual Juvenile Justice Realignment Block Grant (JJRBG) Annual Plan.

Fiscal Impact:

No fiscal impact.

Summary:

The JJRBG Annual Plan must comply with Welfare and Institutions Code Section 1995 and be submitted to the Office of Youth and Community Restoration (OYCR) annually. Pursuant to Section 1991 (a) of the Welfare and Institutions Code, in making allocations, the county board of supervisors shall consider the plan required in Section 1995.

ATTACHMENTS:

Description

JJRBG Annual Plan

Juvenile Justice Realignment Block Grant Annual Plan¹

Date: March 19, 2024

County Name: Trinity County

Contact Name: Chief Probation Officer Ruby Fierro

Telephone Number: 530 623-1204

E-mail Address: rfierro@trinitycounty.org

Background and Instructions:

Welfare & Institutions Code Section(s) 1990-1995 establish the Juvenile Justice Realignment Block Grant program for the purpose of providing county-based care, custody, and supervision of youth who are realigned from the state Division of Juvenile Justice or who would otherwise be eligible for commitment to the Division of Juvenile Justice prior to its closure.

To be eligible for funding allocations associated with this grant program, counties shall create a subcommittee of the multiagency juvenile justice coordinating council to develop a plan describing the facilities, programs, placements, services, supervision and reentry strategies that are needed to provide appropriate rehabilitative services for realigned youth.

County plans are to be submitted and revised in accordance with WIC 1995, and may be posted, as submitted, to the Office of Youth and Community Restoration website.

¹ Updated November 2023 to add elements required by AB 505 (Chapter 528, Statutes of 2023)

Contents:

Part 1: Subcommittee Composition

Part 2: Subcommittee Process Information

Part 3: Target Population

Part 4: Programs and Services

Part 5: Juvenile Justice Realignment Block Grant Funds

Part 6: Facility Plan

Part 7: Retaining the Target Population in the Juvenile Justice System

Part 8: Regional Efforts

Part 9: Data

Part 10: Progress Report

Part 1: Subcommittee Composition (WIC 1995 (b))

List the subcommittee members, agency affiliation where applicable, and contact information.
If the subcommittee has opted to select a co-chair, identify the co-chair

Agency	Check box if Co-Chair	Name and Title	Email	Phone Number
Chief Probation Officer (Chair or Co-Chair)	<input type="checkbox"/>	Ruby Fierro Chief Probation Officer	rfierro@trinitycounty.org	530 623-1204
District Attorney's Office Representative	<input type="checkbox"/>	Desiree Villalobos Legal Secretary II	dvillalobos@trinitycounty.org	530 623-1304
Public Defender's Office Representative	<input type="checkbox"/>	Ken Miller Public Defender	ken@kennethmillerlaw.com	530 225-5527
Department of Social Services Representative	<input type="checkbox"/>	Elizabeth Hamilton Director	lhamilton@trinitycounty.org	530 623-1921
Department of Mental Health	<input type="checkbox"/>	Connie Smith Director	csmith@trinitycounty.org	530 623-1314
Office of Education Representative	<input type="checkbox"/>	Tiffany Wright Foster Youth Services Coordinator	twright@tcoek12.org	530 623-8283
Court Representative	<input type="checkbox"/>	Eric Heryford Presiding Judge	eheryford@trinitycounty.org	530 623-1208
Community Member	<input checked="" type="checkbox"/>	Valentine Gonzalez Community Member	vgonzalez@tcoek12.org	530 623-8283
Community Member	<input type="checkbox"/>	Debra Klein Deputy Director, Clinical Services; Behavioral Health Services	dklein@trinitycounty-ca.gov	530 623-1921
Community Member	<input type="checkbox"/>	Angel Morton Program Coordinator II Human Resource Network	amorton@hrntrinity.org	530 633-2024
Additional Subcommittee Participants				

*** Trinity County does not have a department of mental health; however, does have a Behavioral Health Services Department.**

**** Given a lack of available participants, Behavioral Health Services is serving a dual role.**

Part 2. Subcommittee Process and Meetings

Define process utilized by subcommittee to determine whether or not a co-chair was desired (WIC 1995(b)):

The Chief Probation Officer (CPO) has previously been unable to overcome challenges in engaging community members to participate as subcommittee members despite postings in newspapers, online and through professional networks. The CPO has previously reported this fact in the annual plan. This reporting period, the CPO focused on engagement with specific individuals and groups. The CPO has also previously engaged with the Office of Youth and Community Restoration (OYCR) regarding the desire to incorporate youth who have been not only in the justice system but also in the foster care system for a perspective of being a youth dependent on, or largely impacted by, a large state system. OYCR shared that this was an acceptable option in an email response to the CPO. This reporting cycle the CPO elected to meet with the Trinity County Office of Education’s Foster Youth Services Coordinator and then attend their foster youth meeting to present about the Juvenile Justice Realignment Block Grant (JJRBG) and related legislation. This was both for career engagement and the purposes of this annual plan. The youth were invited to the Juvenile Justice Coordinated Council (JJCC) meeting and also invited to be community members of the subcommittee for this report, The CPO offered to commemorate their participation in the process with a letter or recognition that could be added to school, grant, scholarship or employment applications. The JJCC was supportive of this effort. Parents of youth in the juvenile justice system were also invited to participate on the subcommittee in person during meetings and while participating in classes. The parent who wanted to participate ended up not being able to do so.

Subcommittee members discussed the advantages of having a co-chair. Among the benefits included that the co-chair could ensure the JJRBG Annual Plan process continued if the chair was unable to be present for scheduled meetings. It was unanimously decided that the co-chair would be determined by majority vote of the present sub-committee members. The CPO recommended

the current co-chair. The co-chair is progressing in their educational goals and early in their professional career path. Trinity County leaders actively make efforts to support local professional development. The other higher-ranking subcommittee members agreed to assist the co-chair if needed in order to provide a growth opportunity to one of our local youth. The co-chair was determined by a unanimous vote of those present for the meeting.

Provide dates of subcommittee meetings held during the year (WIC 1995(e)):

February 21, 2024

March 19, 2024

Provide date plan was updated (WIC 1995(e)) and approved by the majority of the subcommittee (WIC 1995(c)):

March 19, 2024

March 26, 2024

Part 3: Target Population (WIC 1995 (d) (1))

Briefly describe the County's realignment target population supported by the block grant:

The County's realignment target population is defined as youth who were eligible for commitment to the Division of Juvenile Justice prior to its closure, and shall further be defined as persons who are adjudicated to be a ward of the juvenile court based on an offense described in subdivision (b) of Section 707 of the Welfare and Institutions Code or an offense described in Section 290.008 of the Penal Code. (WIC 1990(b)).

Demographics of identified target population, including anticipated numbers of youth served, disaggregated by factors including age, gender, race or ethnicity, and offense/offense history:

Trinity County has only committed one youth to the Department of Juvenile Justice and one youth transferred to the adult system in the past 13 years. The transfer into the adult justice system occurred in 2019 and was an eighteen (18) year old male convicted of murder. The commitment occurred in 2018 and was a twenty-three (23) year old male sex offender. There is no record in the last twenty-two (22) years of a female juvenile ward from Trinity County ever being committed to the Department of Juvenile Justice. Trinity County had four youth adjudicated to be a ward of the juvenile court based on an offense described in subdivision (b) of Section 707 of the Welfare and Institutions Code or an offense described in Section 290.008 of the Penal Code. (WIC 1990(b)). With numbers being so low, to provide disaggregated factors requested could unintentionally identify one of our youth and will not be provided in this narrative. None of these youth were committed to an SYTF. It is anticipated that Trinity County will continue to be a low-need user of long-term commitment services.

Trinity County is currently contracted with Butte, Humboldt, Shasta and Tehama Counties for use of their juvenile detention facilities and their available programs and resources for youth who require rehabilitative services and programs in a secure environment and while going through the juvenile court system. If a youth is adjudicated within the target population described by this plan, it may be necessary to contract with another county providing specialized long-term commitment services and less restrictive programs outside of the current contracts.

Describe any additional relevant information pertaining to identified target population, including programs, placements and/or facilities to which they have been referred:

Many lower level interventions provided by the Probation Department are available to youth prior to a long-term commitment of this nature becoming necessary. However, at times the serious nature of the adjudicated offense(s) and consideration for public safety will outweigh the opportunity for youth to engage in lower-level options.

Under SB 823 and SB 92, there is a presumption that youth should remain in the Juvenile Justice System.

The changes brought to the Juvenile Justice System as a result of SB 823 further address the need to have a plan in place to support youth who can be safely maintained in the Juvenile Justice System, and housed detained, under the jurisdiction of the Juvenile Court. It is the intent of the legislation for counties to reduce the number of youth transferred into the Adult Criminal Justice System and to ensure dispositions are to the least restrictive appropriate environment. Youth will be evaluated on a case by case basis and, while the presumption will remain that a youth remain in the Juvenile Justice System, consideration will be given to factors such as public safety, the degree of criminal sophistication, and the success of previous attempts to rehabilitate the youth when determining whether the youth should remain in the delinquency system or a motion to transfer the case to the adult system should be considered.

At this time, long-term commitment services continue being developed by other counties. These include secure facilities, camps, step-down or re-entry settings and evolving settings to provide the appropriate treatment and increase the success of the youth.

Available programs will be described here in future plans as they become available.

Part 4: Programs and Services (WIC 1995 (d)(2))

Provide a description of the facilities, programs, placements, services and service providers, supervision, and other responses that will be provided to the target population:

High quality services and programs may include secure facilities, camps, step-down or re-entry settings and other evolving settings to provide the appropriate treatment to increase the success of the youth. Trinity County will assess the needs of the youth and the available commitment services to determine what type of resource is available to best meet the needs of the youth.

Trinity County Resources:

Trinity County Probation Department (TCPD) provides an array of juvenile services including, but not limited to, prevention, intervention and informal services, investigation, intake, assessment, diversion and diversion programming, case planning, supervision, advocacy, placement, and contracts for custody/residential correctional treatment. Probation also has an assigned intervention officer who assists the schools by providing supervision and support to sporting events, Sober Grad., school dances, and other functions.

Trinity County Substance Use Disorder Program (SUD) provides Moral Reconnection Therapy (MRT), Trinity Choices youth substance use education, intervention programming, Club Live (elementary schools) and Friday Night Live (high schools) programs to the youth in Trinity County. SUD is also a partner to Probation in facilitating the Forward Thinking Series.

Trinity County Behavioral Health (TCBHS) funds and maintains the System of Care Team and Parent Partner program. They also provide mental health services, including: individual therapy, individual rehab, intensive care coordination (ICC) and case management to probation youth in need of that level of care. Additionally, TCBHS provides crisis response to youth.

Human Response Network (HRN), the primary community-based organization (CBO) and non-profit service provider in Trinity County, offers a variety of programs to youth and their families. Services include the following: Housing Assistance for youth and families that are homeless or at-risk of being homeless; Transportation Assistance program to help families with fuel to go to their medical and social service appointments; Youth Leadership and Violence Prevention Programs; Domestic Violence and Sexual Assault Survivor advocacy and support; Welcome Baby Program for anyone caring for an infant, including youth parents; School Shoes for enrolled students; Child Care assistance for families with children 12 and under; and referrals to other services in the county.

Trinity County Office of Education (TCOE) offers a range of impactful programs aimed at supporting and empowering our youth:

1. Love and Logic Parenting Classes: TCOE provides Love and Logic parenting classes to parents of probation youth, offering valuable guidance and strategies for nurturing positive relationships and effective discipline.

2. RISE Academy: TCOE's RISE Academy is a unique alternative school designed to cater to at-risk students who require a second chance to thrive. With a trauma-sensitive approach, the Academy specializes in serving students facing various challenges, including involvement with School Attendance Review Boards (SARB), expulsion, probation, homelessness, and foster care. The school is temporarily closed and can be reopened when need arises.

3. Wellness Support Programming for all students in all Trinity County Schools: TCOE offers mental health and behavioral support staff to all schools throughout our county. With 4 clinicians, 3 psychologists and two behaviorists, our team is able to provide targeted interventions and supports to all students. Additionally, the team provides 7 wellness liaisons assigned to every school in the county offering crucial support to students facing mental health & behavioral challenges along with teaching social emotional learning strategies. Through targeted prevention, intervention, and triage school-based mental health and wellness supports, the program aims to enhance the overall health and well-being of each student.

4. Student Behavioral Health Incentive Program (SBHIP): The Student Behavioral Health Incentive Program (SBHIP) recognizes schools as a critical point of access for preventive and early-intervention behavioral health services, as children are in school for many hours a day, for approximately half the days of the year. Early identification and treatment through school-based behavioral health services can greatly improve health while also reducing emergency room visits, crisis situations, inpatient stays, etc. In Trinity County, SBHIP provides students with both small group and individualized behavioral support, along with strategies aimed at developing crucial behavioral and social skills. Additionally, school staff benefit from consultation services geared toward improving classroom management, teaching strategies, and assistance for students facing behavioral challenges or special needs.

5. CalHOPE: The CalHOPE Social Emotional Learning (SEL) Community of Practice is helping enable Trinity County schools and communities to be leaders in supporting proactive and early intervention as we collectively respond to the social, emotional, and mental health needs of students, families, and educators. Through a unique partnership with our local and state agency partners, to bring children back into learning after widespread trauma and isolation.

6. Prevention and Early Intervention: The Prevention and Early Intervention (PEI) program aims to identify opportunities for promoting preventative mental strategies for students as challenges begin to emerge as a way to prevent those challenges from becoming more severe. The PEI program aims to identify opportunities for reducing mental health risk and promoting early intervention to prevent the negative outcomes that may occur as a result of mental health challenges.

In Trinity County, the PEI counselor provides valuable support to school sites, offering students both small group and individual counseling sessions. Additionally, the counselor helps students with essential strategies, such as stress reduction techniques, fostering positive peer connections, and developing self-regulation skills, including anger management and the ability to navigate challenging social and emotional situations effectively.

7. The School Attendance Review Board (SARB) coordinated by TCOE for all schools in our county. This board helps students stay in school, attend school regularly, and graduate. The SARB is also a community-based effort to bring together resources to assist those families experiencing attendance and/or truancy issues. The SARB is a level of intervention designed with intention of preventing involvement with the court system related to attendance and/or truancy.

8. Tobacco Use Prevention Education (TUPE) programs: supports and provides technical assistance to all schools including classroom-based substance abuse prevention programs, intervention and cessation services, and youth development activities, such as peer education. Every Trinity County school is receiving assistance to support Tobacco Use Prevention Education for students, staff and parents. TCOE works closely with each school to provide educational resources. Most of our school districts have a TUPE site coordinator and are using the Stanford Tobacco Prevention Toolkit and the Catch My Breath curriculum to educate students on the effects of vaping.

9. Foster Youth Services and McKinney-Vento Program: The Foster Youth Services and McKinney-Vento programs provide support for students who are in foster care and those students in the county who are struggling with housing instability. We can assist with school enrollment, case management, school of origin transportation arrangements, tutoring, advocacy, connections to community resources and help with school transitions. This team works collaboratively with students, families, community partners and schools to ensure the best possible education outcomes for this student population. We can also provide training regarding Foster Youth Education Rights and McKinney-Vento Education Rights to school districts, community members and other agencies.

Trinity Together, Cradle to Career Partnership (TTCP) explores what students need in order to be ready for higher education or the local job market. This program utilizes business people and organizations throughout the county. In addition to the identified need of providing youth with needed technical job skills, certain soft skills (showing up on time, not using your phone at work, dressing appropriately, looking people in the eye, making introductions, being courteous, etc.) were also deemed to be just as important links to employment as are resumes, filling out job applications, and interviewing. The ultimate goal is to develop a program that can build pathways for students so that they might go from school to internships, to job experiences, and finally to employment in careers within Trinity County.

Trinity County Sheriff's Office (TCSO) maintains contact and communication with the Trinity County Probation Department. They partner with various county agencies when the opportunity and funding allow. The Sheriff's Office participates in juvenile justice stakeholder meetings. The Sheriff's Office also has an assigned juvenile officer who assists the schools providing supervision and support to sporting events, Sober Grad., school dances, and other functions.

California Highway Patrol (CHP) offers the Smart Start program and helps support the Sober Grad programs in the county. The California Highway Patrol has partnered with and is committed to being of service to the youth of Trinity County.

Trinity County District Attorney's Office (TCDA) maintains contact and communication with the Trinity County Probation Department to determine the best course of action for offending youth, often deferring to their recommendations. The TCDA also participate in Peer Court with the TCOE. Peer Court is an alternative approach to the traditional juvenile justice system where youth charged with an offense have the option to waive the hearing and sentencing procedures of juvenile court and agree to a sentencing forum with a jury of the youth's peers. Peer court is under the supervision of a judge and also includes youth defendants and volunteers who play a variety of roles in the judicial process, such as district attorney, public defender, bailiff or juror. Peer Court is youth-focused and youth-driven. The Peer court model provides youth the opportunity to acquire practical experience in the juvenile justice system. They participate in the stakeholder meetings and are active in helping address the various needs of the youth of Trinity County with the goal of preventing the need for long term commitment and encourage growth.

Trinity County Health & Human Services (HHS) oversees the county's Resource Family Approval (RFA) program and partners with the Trinity County Probation Department to assess, approve and to support the care-providers of youth when they are ready to transition into lower-level, family and/or community-based homes.

Under the CalWORKs (Temporary Aid to Needy Families – TANF) provisions, youth ages 16 – 18 who are in receipt of CalWORKs are permitted to participate in the Welfare-To-Work component of CalWORKs. Participation activities are either vocational education related or employment related. Examples of approved activities can include but, are not limited to; job readiness, on-the-job training (subsidized employment), work-experience, assessment(s), referrals for behavioral health / substance use treatment services, vocational education (certification programs) and any other activity that may resolve a barrier toward employment. As such, these youth are entitled to all the necessary and available ancillary and supportive services that are also offered to adult participants. These items can include, but are not limited to; costs for transportation, vocational education / work supplies, payment/reimbursement for licenses or certifications, tools and clothing for work, etc.

HHS collaborates with the various county agencies described herein in stakeholders' groups concerning youth-based programming to better support the needs of youth and families.

CSEC: Trinity County Health and Human Services, Child Welfare Services (CWS), Trinity County Probation Department (Probation), and California Superior Court, County of Trinity-Juvenile Court (Court) participate in the Commercially Sexually Exploited Children (CSEC) Program and have developed the CSEC Interagency Protocol as described in Section 16524.7 of California Welfare and Institutions Code.

Trinity County Child Welfare Services and Trinity County Probation implemented policies and procedures, pursuant to Section 16501.35 of the California Welfare and Institutions Code, that require social workers and probation officers to identify, document and determine appropriate services for children who are, or are at risk of becoming, victims of commercial sexual exploitation; and receive relevant training in order to be able to do so.

The SMART Workforce Center is a mission-driven, non-profit organization dedicated to helping people achieve education and workplace success. Each year, SMART serves hundreds/thousands of students, job seekers, schools, government agencies, and employers in the North State.

The SMART Workforce Center is a 501c3 non-profit, committed to helping job seekers find jobs, increase training and skills, and increase earnings. SMART also invests in our local economy by helping businesses grow.

Part 5: Juvenile Justice Realignment Block Grant Funds (WIC 1995(d)(3)(A))

Describe how the County plans to apply grant funds to address the mental health, sex offender treatment, or related behavioral or trauma-based needs of the target population:

Funds may be used to support more local services in contract counties to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services to address mental health, sex offender treatment and related behavioral or trauma-based needs of the target population. These needs will be determined by specific evaluation by the appropriate professional and in coordination with an evidence based risk assessment. The providers of these services include County Mental Health and Behavioral Health Departments, Nongovernmental Community Based Organizations, private providers and specialized treatment programs. The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth.

Describe how the County plans to apply grant funds to address support programs or services that promote healthy adolescent development for the target population: (WIC 1995(d)(3)(B)):

Funds may be used to support more local services in contract counties to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services and support programs and services that promote healthy adolescent development utilizing evidence based practices and best practices. This may include utilizing funds to better prepare youth for adulthood and independence through skill building programs or organization and possibly mentorship programs.

The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth

Describe how the County plans to apply grant funds to address family engagement in programs for the target population (WIC 1995(d)(3)(C)):

Funds may also be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services. The probation department will utilize Child Family Team Meetings and local parenting supports to support family engagement. As the youth moves through treatment, it may become appropriate within the program they are participating in to have family visits and furloughs from custody as re-entry steps are taken. Funds may be used to provide support to the family or other pro-social supportive people for visits such as a gas voucher or gift card/certificate to participate in a pro-social activity. The probation department will support the facilitation of virtual meetings when it is in the best interest of the youth or circumstances prohibit in person meetings (i.e.: roads are impassible due to weather).

The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth,

Describe how the County plans to apply grant funds to address reentry, including planning and linkages to support employment, housing and continuing education for the target population (WIC 1995(d)(3)(D)):

Funds may be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services. This may include utilizing funds to better prepare youth for adulthood and independence through skill building programs or organization and possibly mentorship programs.

The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth.

The probation officer assigned to the target population youth will directly coordinate all details of youth being released from commitments to address both custody and community needs upon release, coordinate services with all partnering agencies, oversee pre-release meetings, facilitate connections with outside entities for social support benefits that the youth may be eligible for (i.e.: MediCal, Social Security), identification needs, employment services and/or trainings or other continuing education needs. The probation officer will maintain communication with the youth to build rapport with youth and determine any special interest or skills to be further encouraged through community referrals.

Describe how the County plans to apply grant funds to address evidence-based, promising, trauma-informed and culturally responsive practices for the target population (WIC 1995(d)(3)(E)):

Funds may be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in re-entry planning. The funds will be allocated if there is a need for support and care of a target population youth needing long term commitment services, including specialized treatment services. All programs considered for the target youth will be reviewed to ensure they are evidence based and/or promising practices based. The programs should be trauma informed as well as culturally responsive. The Board of State and Community Corrections (BSCC) is requiring these specific elements of all programs being developed to accept the target population.

Trinity County probation officer are accustomed to working with the local Tribes, those Tribes are not federally recognized at this time and do not qualify under ICWA. Regardless of federal status, the county has historically extended the same level of case management under 'the spirit of ICWA', especially since the local Tribes are requesting Federal recognition. Probation will maintain supporting Indigenous youth through relationships and activities as possible and appropriate.

The reserve funds will accumulate until there is a commitment need. This will financially prepare the county to be able to pay for the commitment of a target youth

Describe whether and how the County plans to apply grant funds to include services or programs for the target population that are provided by nongovernmental or community-based providers (WIC 1995(d)(3)(F)):

None at this time. Services will be obtained as needed. Need will be determined by evidence based assessment of criminogenic needs to reduce recidivism as well as trauma informed care.

Part 6: Facility Plan

Describe in detail each of the facilities that the County plans to use to house or confine the target population at varying levels of offense severity and treatment need, and improvements to accommodate long-term commitments. Facility information shall also include information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. (WIC 1995(d)(4))

Trinity County is currently contracted with Butte, Humboldt, Shasta and Tehama Counties for use of their juvenile detention facilities for youth who require rehabilitative services and programs in a secure environment and while going through the juvenile court system. If a youth is adjudicated within the target population described by this plan, it may be necessary to contract with another county providing specialized long-term commitment services and less restrictive programs outside of the current contracts.

High quality services and programs may include secure facilities, camps, step-down or re-entry settings and other evolving settings to provide the appropriate treatment and programs to better prepare youth for adulthood and independence through skill building, employment skills, traditional education and possibly mentorship programs, to increase the success of the youth. Trinity County will assess the needs of the youth and the available commitment services to determine what type of resource is available to best meet the needs of the youth.

The Board of State and Community Corrections (BSCC) requires information on how the facilities will ensure the safety and protection of youth having different ages, genders, special needs, and other relevant characteristics. These specific elements of all programs have been developed to accept the target population.

Tehama County has specifically invited Trinity County, along with additional counties that contract with them for detention, to utilize its facility and program it is developing in response to SB 823. Trinity County intends to utilize Tehama County Juvenile Detention Facility to house youth in order to have a consistent network for Trinity youth and to keep the target youth closer to family and pro-social supports. The following information is from Tehama County's plan describing the facility.

Anytime a Trinity County youth is detained in another facility the Trinity County Probation Department is aware the facility is in compliance with the Board of State and Community Corrections (BSCC) and Title 15 for certification. Trinity County Deputy Probation Officers visit with the youth in person a minimum of one time per month and are constantly re-evaluating the youth's needs are being met and case plans to support success. Trinity County Deputy Probation Officers also participate in and/or facilitate Child and Family Team Meetings to support success and for appropriate re-entry planning.

Additionally, it is important to ensure additional safety measures and protections stay current and respectful of transitional youth's unique needs in a landscape of changing legislation.

Facility

Trinity County intends to utilize Tehama County Juvenile Detention Facility to house youth. The detention facility is a secure residential institution with an operational capacity of 42 beds. The facility plant is divided into three pods with 14 individual single occupancy rooms with a dayroom for structured activities and classroom in each pod. One pod will be designated for this realignment population. The facility also includes an intake unit with 4 additional single room cells with negative air flow to be used for any communicable disease isolation, an additional room which is used for mental health counseling, and a family visitation area. The physical plant includes a full kitchen, an elevated control tower with window views into all 3 pods and intake, and a fenced in recreation area.

Facility Upgrade Considerations

Current facility upgrades include the construction of a 400 square foot building with restroom that will accommodate instructor with skills for landscaping, gardening, and wood working/welding.

We are still assessing options for providing additional space needed for increased programming needs etc. and are considering aesthetically redesigning one of the Juvenile Detention Facility pods to create a more appealing (non-institutional) environment.

Staffing

Youth will be housed in a safe environment in cooperation with Juvenile Detention Staff and partnering agencies.

- Juvenile Corrections Officer (JCO): Will always be on-site 24 hours a day for supervision of youth detained in the facility. There will always be an adequate number of personnel sufficient to carry out program activities, provide for safety and security of youth and staff, meet established standards and regulations, and ensure that no required services shall be denied due to insufficient numbers of staff on duty (absent exigent circumstances). The shift coverage for the units will be arranged to meet or exceed Title 15 Standards for juvenile detention facilities. JCO supervision encompasses all daily activities youth participate in including, unit programming, meals, physical education, school, room and unit clean-up, medical transports, vocational training, off-site visits, court appointments, visits, structured activities, and all other programs.
- Behavioral Health Staffing: Staff will be on-site everyday and on-call 24 hours a day in case of an emergency response as needed, or a mental health crisis takes place. Youth can request behavioral health services at anytime by either verbal or confidential written request.
- Medical Staffing: Staff will be on-site every Monday/Wednesday/Friday to conduct initial medical evaluation on all newly booked youth. In-custody youth can verbally inform staff of

any medical needs and staff can initial protocols or refer the youth to medical staff for evaluation as well. Emergency and after-hours services are provided by St Elizabeth's Community Hospital. Youth also have access to dental and vision services located off-site as well.

Additional Safety Measures and Protections:

- Prison Rape Elimination Act – Youth will have access to the Prison Rape Elimination Act (PREA) hotline. The Juvenile Detention Facility has a policy in place to investigate all sexually based accusations or complaints as serious, truthful, and time sensitive. PREA Investigators include supervisory staff or the Deputy Chief Probation Officer. At any time during an investigation, outside law enforcement agencies may be called to conduct a criminal investigation. Victim's Advocates will be available should they need to be utilized in any case. All information is considered confidential.
- Transgender Youth – Policies are in place to protect transgender and intersex youth. Upon initial entry to the Tehama County Juvenile Detention Facility youth who are identified as transgender participate with staff in determining housing, clothing, and supervision based on their gender identification.
- Special Education – In cooperation with the Tehama County Department of Education youth will have access to continued education and services. Individual Education Plans (IEP) and Education Related Mental Health Services (ERMHS) are available for those youth who qualify. The school will also work in cooperation with behavioral health providers, medical staff, and Probation to individualize each youth's program to meet their specific needs.
- Suicide Prevention – The Juvenile Detention Facility is committed to deterring and preventing self-harm and suicide within its facility. Policies are in place for supervision of youth identified as high-risk for this behavior. Each youth completes a Suicide Risk Assessment questionnaire upon entry into the facility. This risk assessment tool is utilized in determining the youth history, current state of mind, and potential for self-harm or suicidal ideation. Youth deemed to be an immediate risk are immediately assessed by Behavioral Health to determine program needs and supervisory objectives. Youth may be placed on Suicide Watch depending on their needs. Programs can be changed at any time during their stay with Behavioral Health's input and approval.
- Youth Grievances – Youth will be able to file a grievance at any time. Each youth will have access to grievances during their program. A confidential grievance box is made available in each pod, or youth may give them directly to supervisory staff. Grievances are taken seriously, handled in a timely manner. All are reviewed by facility administration.

Part 7: Retaining the Target Population in the Juvenile Justice System

Describe how the plan will incentivize or facilitate the retention of the target population within the jurisdiction and rehabilitative foundation of the juvenile justice system, in lieu of transfer to the adult criminal justice system (WIC 1995(d)(5)):

Trinity County has had only one youth tried as an adult in the past thirteen years, and has had only one juvenile offender placed in DJJ during that same time period. The closing of DJJ will have very little impact on the department's ability to maintain this practice.

Part 8: Regional Effort

Describe any regional agreements or arrangements supported by the County's block grant allocation (WIC 1995(d)(6)):

Trinity County is in a contract with Tehama County which includes an annual lump sum payment to support their services and programs in the juvenile detention facility for the target youth. This is to ensure the services are available and of high quality for when a Trinity County has a youth committed to Secure Youth Treatment Facility. Funds may also be used to support more local services to have the ability to keep Trinity County target population youth detained in custody closer to their family or other pro-social supports while receiving treatment or as an option in a least restrictive program or re-entry planning.

Part 9: Data

Describe how data will be collected on youth served by the block grant (WIC 1995(d)(7)):

The Probation Department utilizes an electronic case management system that is able to collect and retain all data as required by the block grant.

Describe outcome measures that will be utilized to determine the results of the programs and interventions supported by block grant funds (WIC 1995(d)(7)):

Probation tracks the valuation of Risk Factors and Protective Factors calculated by the assessment. Youth are re-assessed, at a minimum, of every 6 months and the expectation is that Risk Factors will decrease and Protective Factors will increase as programs and interventions are used.

Part 10: Progress Report

Provide a description of the progress made regarding any elements described in Parts 2-9 and any objectives and outcomes in the plan that was submitted to the Office of Youth and Community Restoration in the previous calendar year. (WIC 1995(d)(8)).

The Trinity County Probation Department did not list any objectives or outcomes in the plan that was submitted in the previous calendar year. There is not additional progress to report outside of the narrative that is included in Parts 2-9. Trinity County has very few local resources and is largely reliant on contracts with programs and services in the surrounding areas.

TRINITY COUNTY

Item Report 1.4

Meeting Date: 4/16/2024

Department:
Sheriff

Contact:
Tim Saxon

Phone:
(530)623-3740

1.4 Proclamation: National Animal Control Officer Appreciation Week

Requested Action:

Adopt a proclamation recognizing the week of April 14-20, 2024 as National Animal Control Officer Appreciation Week.

Fiscal Impact:

No fiscal impact

ATTACHMENTS:

Description

Proclamation National Animal Control Officer Appreciation Week 2024

**A PROCLAMATION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
RECOGNIZING THE WEEK OF APRIL 14-20, 2024 AS
NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK**

WHEREAS, the National Animal Care and Control Association designated the second full week of April as National Animal Control Officer Appreciation Week; and

WHEREAS, the various federal, state, and local government officials throughout the country take this time to recognize, thank, and commend all Animal Control Officers and shelter staff for their dedicated service they provide; and

WHEREAS, Animal Control Officers and Shelter staff provide essential community functions including the enforcement of animal control laws, protecting the public from diseases such as rabies, capture roaming and potentially dangerous animals, investigation reports of animal complaints and welfare; and

WHEREAS, Animal Control Officers and Shelter staff who answer calls for assistance, educate pet owners about responsible animal care, provide for the proper care of animals in their custody, to protect the welfare of homeless animals from injury, disease, abuse, and starvation; and

WHEREAS, Animal Control Officers and Shelter staff continually find loving homes for adoptable animals as well as reunite lost pets with their rightful owners, and strive to find shelters for as many animals as possible; and

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Trinity do hereby proclaim the week of April 14-20, 2024 as National Animal Control Officer Appreciation Week.

DULY PASSED AND ADOPTED this 16th day of April 2024 by the Board of Supervisors of the County of Trinity.

Ric Leutwyler, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

TRINITY COUNTY

Item Report 1.5

Meeting Date: 4/16/2024

Department:
Sheriff

Contact:
Tim Saxon

Phone:
(530)623-3740

1.5 Proclamation: National Public Safety Telecommunicators Week

Requested Action:

Adopt a proclamation recognizing the week of April 14-20, 2024 as National Public Safety Telecommunicators Week.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description

Proclamation National Public Safety Telecommunicators Week 2024

**A PROCLAMATION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
RECOGNIZING THE WEEK OF APRIL 14-20, 2024 AS
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

WHEREAS, In 1994, President William J. Clinton signed Presidential Proclamation 6667, declaring the second week of April as National Public Safety Telecommunicators Week, (NPSTW). This week is a time to celebrate and thank telecommunications personnel across the Nation who serve our communities, citizens, and public safety personnel 24 hours a day, seven days a week.; and

WHEREAS, On September 10, 2020, Governor Gavin Newsom signed into law Assembly Bill 1945, which recognizes the heroic work of public safety dispatchers by reclassifying them as first responders; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the first vital link for our law enforcement officers, firefighters, and emergency medical responders by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of Trinity County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients;

WHEREAS, we commend all those who serve or who have served in and throughout the Public Safety Telecommunications profession this past year.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Trinity do hereby proclaim the week of April 14-20, 2024 as National Public Safety Telecommunicators Week.

DULY PASSED AND ADOPTED this 16th day of April, 2024 by the Board of Supervisors of the County of Trinity.

Ric Leutwyler, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

TRINITY COUNTY
Item Report 2.1

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:

Phone:

2.1 Reports/Announcements

Requested Action:

- I. Report from Department Heads
- II. Report from County Administrative Officer
- III. Reports from Members of the Board of Supervisors
- IV. Reports from Ad Hoc:
 - A. Cannabis Ordinance
 - b. Tribal Relations

TRINITY COUNTY

Item Report 3.1

Meeting Date: 4/16/2024

Department:
Board of Supervisors - District
2

Contact:
Jill Cox

Phone:
530-623-7226

3.1 Rotary 4th of July 2024 Parade & Parking

Requested Action:

Adopt a resolution supporting the Rotary Club of Weaverville's 2024 4th of July events:

- 2024 4th of July Parade
- Parking during 4th of July Parade

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description

Resolution: Paking for Parade

Resolution: Parade

RESOLUTION NO. 2024-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
PERTAINING TO PARKING DURING THE 2023 4TH OF JULY PARADE**

WHEREAS, the Rotary Club of Weaverville plan on conducting a 4th of July Parade in the downtown area of Weaverville on July 4, 2023; and

WHEREAS, certain requests have been made of the Trinity County Board of Supervisors in connection with parking along the parade route and the use of certain streets before and during the parade; and

WHEREAS, it has been determined that this matter is not subject to the provisions of the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity resolve that it is in the best interest of the County of Trinity to grant the request of the Rotary Club of Weaverville, and to that end the California Highway Patrol and the California Department of Transportation, in cooperation with the Trinity County Director of Transportation, are directed to accomplish the following:

1. Prohibit parking along both sides of Main Street along the parade route between the hours of 2:00 a.m. and 1:00 p.m. (or until the parade is concluded and Main Street is cleared of all traffic hazards) on July 4, 2022 from Bremer Street to the intersection of Forest Avenue and Garden Gulch in Weaverville.
2. Prohibit parking on Forest Avenue and South Miner Street.
3. Signs be posted along Main Street prohibiting parking on parade day at least 48 hours prior to parade day.
4. That vehicular traffic be prohibited along the parade route beginning at the hours of 11:00 a.m. and continuing until the end of the parade and the parade route is cleared of all traffic hazards on July 4, 2023.

BE IT FURTHER RESOLVED, that traffic management be conducted by members of the California Highway Patrol.

DULY PASSED AND ADOPTED this ____ day of ____, 2024 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors
ABSENT: None
ABSTAIN: None
RECUSE: None

RIC LUETWYLER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:
TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

RESOLUTION NO. 2024-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
SUPPORTING ROTARY'S 2023 4th OF JULY PARADE**

WHEREAS, each year 4th of July activities are held in Weaverville, Trinity County, California; and

WHEREAS, at this annual event a parade is held and the parade route is located on Highway 299, pursuant to a permit issued by the California Department of Transportation, which passes directly through the town of Weaverville; and

WHEREAS, the parade is sponsored, organized and funded by the Rotary Club of Weaverville; and

WHEREAS, the Rotary Club of Weaverville has for many years sold soft drinks and water along the parade route for the purpose of funding the expenses of the parade; and

WHEREAS, the sale of food or beverages on the highway along the parade route by persons not under the direction of Rotary presents risk of personal injury and interferes with the goal of the parade being self-funding; and

WHEREAS, the parade is scheduled to be held July 4, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity hereby wholeheartedly supports the 4th of July parade sponsored by the Rotary Club of Weaverville, to be held on July 4, 2023 in the town of Weaverville, California;

BE IT FURTHER RESOLVED, the Rotary Club of Weaverville shall be the sole authorized vendor of food and beverage during and for 2 hours prior to the parade along the parade route on the paved area of Highway 299 and the marshalling area from any wheel barrow, cart, other moving vehicle or means of transport;

BE IT FURTHER RESOLVED, no other person, club, association or other entity shall sell, give, or distribute food or beverage during or for 2 hours prior to the parade along the parade route on the paved area of Highway 299, sidewalk, or marshalling area from any wheel barrow, cart, other moving vehicle or means of transport except as authorized by this resolution;

BE IT FURTHER RESOLVED, nothing in this Resolution shall restrict or prohibit sales on the sidewalk from stationary booths, tables or non-moving carts.

Resolution No.

XXXXXXXXXX

Page 2 of 2

DULY PASSED AND ADOPTED this ____ day of _____, 2024 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

RIC LUETWYLER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY
Item Report 3.2

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:

Phone:

3.2 ABC Daily License Application: Trinity Trail Alliance

Requested Action:

Find no objection to the issuance of a daily alcoholic beverage license to Trinity Trail Alliance to serve alcoholic beverages at the LaGrange Classic Mountain Bike Race to be held at Lowden Park in Weaverville, CA on June 8, 2024.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description

ABC Application

Trinity Trail Alliance Letter

DAILY LICENSE APPLICATION

Complete all applicable items. Submit this application to your local ABC district office with the required fee (cashier's check or money order) payable to ABC. Once the daily license is issued, fees cannot be refunded. Listing of ABC district office is available at <https://www.abc.ca.gov/contact/district-offices/>. Please visit <https://www.abc.ca.gov/abc-221-instructions/> for further instructions.

ABC USE ONLY		
License #	Receipt #	Fee \$
Conditions Requested <input type="checkbox"/> Yes <input type="checkbox"/> No		Diagram Requested <input type="checkbox"/> Yes <input type="checkbox"/> No
License Type <input type="checkbox"/> B & W <input type="checkbox"/> General <input type="checkbox"/> Special		

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name Trinity Trail Alliance	Tax ID 81-4220558
Organization Mailing Address PO Box 602, Weaverville, CA 96093	

LICENSE TYPE

<input type="checkbox"/> Special Daily Beer and Wine (\$50.00) <input type="checkbox"/> Amateur Sports Organization <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Civic <input type="checkbox"/> Cultural <input type="checkbox"/> Fraternal <input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Social <input type="checkbox"/> Other:	<input type="checkbox"/> Daily General (\$75.00) <input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure <input type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose <input type="checkbox"/> Fraternal Organization in Existence over Five Years with Regular Membership <input type="checkbox"/> Religious Organization <input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)	<input type="checkbox"/> Special Temporary License (\$100.00) <input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P <input type="checkbox"/> Non-profit Corporation per Section 24045.4 and 24045.6 B&P <input type="checkbox"/> Person Conducting Estate Wine Sale per Section 24045.8 B&P <input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P <input type="checkbox"/> Other Special Temporary License Per Section: License #: Amount:
--	--	---

SECTION 2. EVENT DETAILS

Event Dates June 8, 2024	Total # of Days 1	Hours of Alcoholic Beverage Sales, Service and/or Consumption 11AM To 9PM	Virtual Event <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Mark Yes, if the event is 100% virtual</i>
Event Address (Street #, Name, and City) 101 Park Avenue		Event Location Description (Jones Park, Pavilion A, etc.) Lowden Park	Location Within the City Limit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Event Type <input type="checkbox"/> Barbeque <input type="checkbox"/> Dinner <input checked="" type="checkbox"/> Sporting Event <input type="checkbox"/> Birthday <input type="checkbox"/> Festival <input type="checkbox"/> Social Gathering <input type="checkbox"/> Concert <input type="checkbox"/> Lunch <input type="checkbox"/> Wedding <input type="checkbox"/> Carnival <input type="checkbox"/> Mixer <input type="checkbox"/> Other: <input type="checkbox"/> Dance <input type="checkbox"/> Picnic		Type of Entertainment Playlist Music Estimated Attendance 250 Security Guard <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, How Many	Event Open to Public <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Outdoor Event <input checked="" type="checkbox"/> Yes* <i>*If Yes, a diagram of the event area is required</i> <input type="checkbox"/> No

REQUIRED

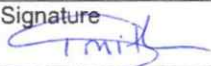
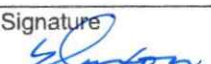
☒ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person Polly Chapman	Phone Number 530-410-5760	Email Address pollyac64@yahoo.com
---------------------------------	------------------------------	--------------------------------------

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name Ingra Smith	Phone Number 530-921-3304	Signature 	Date Signed 4-10-24
Property Owner Approval By (Name) Required Rick Leutwyler, Chairman	Phone Number 530-623-1217	Signature	Date Signed
Law Enforcement Approval By (Name), If applicable T.D. Saxon, Sheriff	Phone Number 530-623-2611	Signature 	Date Signed 4-10-24
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the department if, in the opinion of the department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**



TRINITY TRAIL ALLIANCE

A Chapter of IMBA, the International Mountain Bicycling Association

P. O. Box 602, Weaverville, CA 96093

April 9, 2024

Trinity County Board of Supervisors
P.O. Box 1613
Weaverville, CA 96093

Re: 2024 LaGrange Classic Mountain Bike Race Alcohol Beverage Control Permit

Trinity Trail Alliance (TTA) is seeking Trinity County Board of Supervisors consent for a permit from the Alcohol Beverage Control (ABC) office to serve beer and cider at the 2024 LaGrange Classic Mountain Bike Race at Lowden Park on Saturday, June 8, 2024.

Event organizers are preparing for a challenging one-day mountain bike race on the Weaver Basin Trail System that will offer long, intermediate, and short course challenges, followed by awards and events at Lowden Park, such as swimming, games, and music. Camping is also available on Friday and Saturday nights.

Vendors will provide food on race day and TTA will serve beverages, including beer from the local brewery and Humboldt Cider. All proceeds from the race are dedicated to continued development and maintenance of Weaver Basin Trails and the Bike Park in Lowden Park.

The event operates under a special use permit with the Shasta-Trinity National Forest, and TTA works in coordination with the local US Forest Service, Trinity County Search and Rescue, and other community services and organizations to make the best race event possible.

Local businesses look forward to the event as it brings more than 100 racers and their families to Weaverville for some or all of the weekend. Participants who patronize local businesses can take advantage of this year's "Gold Digger" passport, which provides discounts for racers.

To proceed with the ABC permit application, TTA needs approval and signature from the Board of Supervisors for the one-day special event license to serve alcohol in the park.

For information about the event, visit the Trinity Trails Alliance website at www.trinitytrailalliance.com. If you have additional questions, feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ingra Smith", is written over a horizontal line.

Ingra Smith
Race Director
(530) 921-3304

TRINITY COUNTY
Item Report 3.3

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:
Trent Tuthill

Phone:
530-623-1382

3.3 ABC Daily License Application: Weaverville Chamber

Requested Action:

Find no objection to the issuance of a daily alcoholic beverage license to Weaverville Chamber of Commerce to serve alcoholic beverages at the Street Dance to be held at 11 Court Street, in Weaverville, CA on May 4, 2024.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description
ABC Application

DAILY LICENSE APPLICATION

Complete all applicable items. Submit this application to your local ABC district office with the required fee (cashier's check or money order) payable to ABC. Once the daily license is issued, fees cannot be refunded. Listing of ABC district office is available at <https://www.abc.ca.gov/contact/district-offices/>. Please visit <https://www.abc.ca.gov/abc-221-instructions/> for further instructions.

ABC USE ONLY		
License #	Receipt #	Fee \$
Conditions Requested <input type="checkbox"/> Yes <input type="checkbox"/> No		Diagram Requested <input type="checkbox"/> Yes <input type="checkbox"/> No
License Type <input type="checkbox"/> B & W <input type="checkbox"/> General <input type="checkbox"/> Special		

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name <i>Weaverville Chamber of Commerce</i>	Tax ID <i>82-1625323</i>
Organization Mailing Address <i>P.O. Box 345 Weaverville Ca 96093</i>	

LICENSE TYPE

<input type="checkbox"/> Special Daily Beer and Wine (\$50.00) <input type="checkbox"/> Amateur Sports Organization <input type="checkbox"/> Charitable <input type="checkbox"/> Civic <input type="checkbox"/> Cultural <input type="checkbox"/> Fraternal <input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Social <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Daily General (\$75.00) <input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure <input checked="" type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose <input type="checkbox"/> Fraternal Organization in Existence over Five Years with Regular Membership <input type="checkbox"/> Religious Organization <input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)	<input type="checkbox"/> Special Temporary License (\$100.00) <input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P <input type="checkbox"/> Non-profit Corporation per Section 24045.4 and 24045.6 B&P <input type="checkbox"/> Person Conducting Estate Wine Sale per Section 24045.8 B&P <input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P <input type="checkbox"/> Other Special Temporary License Per Section: License #: Amount:
---	--	---

SECTION 2. EVENT DETAILS

Event Dates <i>05-04-2024</i>	Total # of Days <i>1</i>	Hours of Alcoholic Beverage Sales, Service and/or Consumption <i>10:00am To 9:00pm</i>	Virtual Event <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Mark Yes, if the event is 100% virtual</small>
Event Address (Street #, Name, and City) <i>11 Court Street, Weaverville</i>		Event Location Description (Jones Park, Pavilion A, etc.) <i>Court Street between Hwy 299 & Center Street</i>	Location Within the City Limit <input type="checkbox"/> Yes <input type="checkbox"/> No
Event Type <input type="checkbox"/> Barbeque <input type="checkbox"/> Dinner <input type="checkbox"/> Sporting Event <input type="checkbox"/> Birthday <input type="checkbox"/> Festival <input type="checkbox"/> Social Gathering <input type="checkbox"/> Concert <input type="checkbox"/> Lunch <input type="checkbox"/> Wedding <input type="checkbox"/> Carnival <input type="checkbox"/> Mixer <input type="checkbox"/> Other: <input type="checkbox"/> Dance <input type="checkbox"/> Picnic		Type of Entertainment <i>Street Dance</i>	Event Open to Public <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Estimated Attendance <i>300</i>	Outdoor Event <input checked="" type="checkbox"/> Yes* <small>*If Yes, a diagram of the event area is required</small> <input type="checkbox"/> No

REQUIRED

☒ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person <i>TRISH HARRIS</i>	Phone Number <i>530-722-8787</i>	Email Address <i>Weavervillechamber@gmail.com</i>
---------------------------------------	-------------------------------------	--

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name <i>TRISH HARRIS</i>	Phone Number <i>530-722-8787</i>	Signature <i>[Signature]</i>	Date Signed <i>04-04-2024</i>
Property Owner Approval By (Name) Required <i>Ric Luetwiler, Chair</i>	Phone Number <i>530-623-1382</i>	Signature <i>[Signature]</i>	Date Signed
Law Enforcement Approval By (Name), If applicable <i>Bryan Ward, Under Sheriff</i>	Phone Number <i>(530) 623-8105</i>	Signature <i>[Signature]</i>	Date Signed <i>04/08/2024</i>
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the department if, in the opinion of the department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

TRINITY COUNTY
Item Report 3.4

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:
Trent Tuthill

Phone:
530-623-1382

3.4 Letter of Support: Rocky Mountian Elk Foundation Banquet

Requested Action:

Ratify the Chairmans signature on a letter of support for Rocky Mountain Elk Foundation Fund rasing Banquet that happened on April 13, 2024 .

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description
Signed letter of support



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613
PHONE (530) 623-1217 FAX (530) 623-8365

April 9, 2024

RE: Catering Authorization Application – Rocky Mountain Elk Foundation Fundraising Banquet

To Whom it May Concern:

Please accept this letter as approval from Trinity County for Maxwell's Eatery Catering Authorization Application. Maxwell's Eatery, has our approval to serve alcoholic beverages during the Rocky Mountain Elk Foundation's fundraising banquet to be held on April 13, 2024 at the Veterans Memorial Hall, located in Weaverville, CA.

Sincerely,

A blue ink signature of Ric Leutwyler, consisting of several loops and a long horizontal stroke extending to the right.

Ric Leutwyler,
Chairman

TRINITY COUNTY

Item Report 3.5

Meeting Date: 4/16/2024

Department:
County Administrative Office

Contact:
Trent Tuthill

Phone:
530-623-1382

3.5 Budget Adjustment: Grants Admin (Dept 8193) and Housing (Dept 8118)

Requested Action:

Approve a budget adjustment for FY 23/24 for Grants Admin - Dept 8193 increasing Transfers Out by \$632,000 and approve a budget adjustment for FY 23/24 for Housing - Dept 8118 increasing Transfers In by \$632,000.

Fiscal Impact:

No impact to the General Fund; current cash balance in Grants Admin - Fund 193 is \$321,343.89 and in Housing - Fund 118 is \$-195,661.20

Summary:

In August 2023, the board approved the creation of the Housing Division and the absorption of the Grants Division under County Administration. As part of this reallocation/reorganization, a fiscal audit was performed by HHS and Administration fiscal staff. Part of this audit was to determine the amount of cash that was sitting in Grants Admin that belonged to Housing Grants/Projects. This portion of the audit has been completed and it has been determined that \$631,692.94 needs to be moved from Grants Admin - Fund 193 to Housing - Fund 118. The budget adjustment before you provides the necessary budget authority to complete the movement of cash.

Alternatives Including Financial Implications:

Denial of this budget adjustment would leave the department without the appropriate budget authority to transfer the cash that belongs to the Housing Division from Grants Admin to Housing.

Departmental Recommendation:

It is staff's recommendation that the board approve the budget adjustments as submitted.

ATTACHMENTS:

Description

Budget Adjustment - Dept 8193

Budget Adjustment - Dept 8118

4/8/2024

Number: 8193

Transfer housing grant related cash from Grants Admin to the Housing Department created in FY 23/24

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				-

Account Number	Description	Amount Budgeted	Revised Amount	Change
5500	Transfer Out	-	632,000	632,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				632,000

Origin	<u>Suzie Hawkins</u> Signature		Senior Financial Analyst Title	
Auditor	Auditor Review _____ REQUIRES BOARD ACTION <input type="checkbox"/> YES <input type="checkbox"/> NO		Date Reviewed: ____/____/____	
CAO	CAO Approval _____		Date: ____/____/____	
BOS	Approved by Board of Supervisors on: ____/____/____			

April 16, 2024 Page 73 of 548

TRINITY COUNTY BUDGET ADJUSTMENT

4/8/2024

Department: Housing

Number: 8118

Justification for budget adjustment:

Transfer housing grant related cash from Grants Admin to the Housing Department created in FY 23/24

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
9800	Transfer In	51,327	683,327	632,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				<u>632,000</u>

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				<u>-</u>

Origin	<u>Suzie Hawkins</u>		Senior Financial Analyst
	Signature		Title
Auditor	Auditor Review _____		Date Reviewed: ____/____/____
	REQUIRES BOARD ACTION ____YES ____ NO		
CAO	CAO Approval _____		Date: ____/____/____
BOS	Approved by Board of Supervisors on: ____/____/____		

TRINITY COUNTY

Item Report 3.6

Meeting Date: 4/16/2024

Department:
County Administrative Office

Contact:
Trent Tuthill

Phone:
530-623-1382

3.6 Budget Adjustment: Veterans Hall Modernization (Dept 8403)

Requested Action:

Approve a budget adjustment for FY 23/24 for AB102 Veterans Hall Modernization - Dept 8403 increasing revenues by \$1,500,000, Services and Supplies by \$2,000 and Interfund Expenses by \$20,000.

Fiscal Impact:

No impact to the General Fund; current cash balance in AB102 Veterans Memorial Modernization - Fund 403 is \$1,500,000.

Summary:

Trinity County was allocated \$1,500,000 for the modernization of the county's Veterans Memorial Hall. These funds were received in December 2023, however, to-date, no budget has been established for the use of these funds. This item is to establish a budget that is estimated to be more than sufficient to cover any anticipated costs related to the project for the remainder of this fiscal year. As of the writing of this staff report, we have incurred \$276.93 between staff time and a newspaper publication.

Alternatives Including Financial Implications:

Deny budget adjustment and leave the Administration unable to pay costs related to this project.

Departmental Recommendation:

It is staff's recommendation that the Board approve the budget adjustment as presented.

ATTACHMENTS:

Description

Memo: CA Dept of Veterans Affairs RE Allocation of Funds to TC
8304 Budget Adjustment

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

**Memorandum**

To: Tim Kreisher
Assistant Deputy Secretary Accounting

From: Patty Ingram *PI*
Assistant Deputy Secretary Budget Operations

Date: November 20, 2023

Subject: Distribution of Funds per Control Section 19.567

Per Chapter 38 (Assembly Bill 102), Statutes of 2023, Control Section 19.567(c), and Executive Order E 23/24-75, please issue the following three payments:

- \$100,000 Cosumnes Community Services District
- \$1,500,000 County of Trinity
- \$100,000 American Legion San Fernando Post 176

The coding for the payments is:

Fiscal Year – 2023

Item – 8955-601-0001

Program – 6995019007

Reporting Structure – 89555125

Account Code – 5432000 for governmental and 5432500 for non-governmental

Please request that the checks be returned to the CalVet Accounting Office for distribution to each entity.

If you have any questions, please let me know.

HONORING CALIFORNIA'S VETERANS

TRINITY COUNTY BUDGET ADJUSTMENT

4/11/2024

Department: Vets Hall Modernization

Number: 8403

Justification for budget adjustment:

Recognize revenue to cover expenditures related to the Veterans Memorial Hall Modernization project.

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
7190	State Grant Income	-	1,500,000	1,500,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL REVENUE CHANGES				<u>1,500,000</u>

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
2500	Publications	-	2,000	2,000
2399	Interfund Professional	-	20,000	20,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				<u>22,000</u>

Origin	<u>Suzie Hawkins</u>		Senior Financial Analyst	
	Signature		Title	
Auditor	Auditor Review _____		Date Reviewed: <u>04</u> / <u>11</u> / <u>2024</u>	
	REQUIRES BOARD ACTION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
CAO	CAO Approval _____		Date: _____ / _____ / _____	
BOS	Approved by Board of Supervisors on: _____ / _____ / _____			
		BOS		AUD

TRINITY COUNTY

Item Report 3.7

Meeting Date: 4/16/2024

Department:
Health and Human Services

Contact:
Elizabeth Hamilton

Phone:
530 623-1265

3.7 Agreement: Renegade Health LLC (24-061)

Requested Action:

Approve an agreement with Renegade Health LLC to provide by mail Sexually Transmitted Infection (STI) testing and treatment services that includes a telehealth component for consultation and follow-up.

Fiscal Impact:

No impact to the General Fund; bundled service costs (Exhibit A) will be paid through IGT funds.

Summary:

STIs are on the rise in every county in California, with syphilis increases constituting a major public health problem. In recent years, the greatest increases in syphilis morbidity were among females. From 2012-2021, the total number of reported syphilis cases increased 1,113% among females. Cases of congenital syphilis, which occur when infection is transmitted to the fetus during pregnancy, increased 1,500% over the same period.

HHS-PHB is developing a public/private partnership with Renegade Health LLC in order to expand STI testing, treatment, and follow-up services necessary to ensure availability for those living in Trinity County with limited access to testing, treatment, and follow-up. Access to services are impacted for a variety of reasons including living in remote areas of the county that are medically underserved, and social determinants of health such as poverty.

Renegade Health LLC provides the following services that create a strong safety net in Trinity County for these services including: by mail STI testing; telehealth consultation; appropriate treatment mailed to the individual; consultation with an individual's primary provider if they have one.. Combining this safety net with the foundational work of outreach, prevention, and education through our HHS-PHB, and coordination with our existing primary care infrastructure creates a robust system designed to reduce disease burden and morbidity in underserved populations.

Alternatives Including Financial Implications:

Deny item and give further direction to staff.

Departmental Recommendation:

Approve agreement to facilitate a safety net of STI testing, treatment, and follow-up to ensure adequate availability of STI services for those with limited access or barriers to care.

ATTACHMENTS:

Description

Renegade Health LLC Agreement

Exhibit C: Renegade BAA

MASTER SERVICE AGREEMENT

This Master Services Agreement (the “Agreement”) by and between Renegade Health LLC, a Delaware limited liability company with its principal place of business at 829 Heinz Avenue, Berkeley, CA 94710 (“Renegade.Health”) and Trinity County Health and Human Services – Public Health Branch a governmental organization whose entity name, state of formation/incorporation, and business address are set forth on the signature page (“DPH”), is made and entered into effective as of March 1, 2024 (the “Effective Date”).

RECITALS

WHEREAS, DPH receives federal grant funds and is actively registered with the Health Resources and Services Administration (“HRSA”), Office of Pharmacy Affairs Information System (“OPAIS”); This is not 100% necessary.

WHEREAS, Renegade.Health has contracted with MedCase, a Delaware corporation with its principal place of business at 18 Shipyard Drive Hingham, MA 02043 (“Practice”) to provide certain telehealth, case management, and administrative services to Eligible Patients in DPH’s Service Area, including facilitating patient enrollment and arranging for provider consultations, laboratory testing, prescription transmission, and such other services as described in this Agreement (the “Services”). Services shall also include access to the web-based platform provided by Renegade.Health (the “Platform”) that allows Eligible Patients of entities like DPH to consult securely online with a telemedicine provider, request laboratory diagnostic tests, and direct that prophylactic or curative prescriptions be written to the Eligible Patient’s desired address.

WHEREAS, DPH wishes to engage Renegade.Health to provide the Services (including access to the Platform and Laboratory Services) in accordance with the terms and conditions contained in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1 “Authorized User” means an employee, agent, or contractor of DPH who DPH has authorized to use the Platform.

1.2 “DPH Data” means all information and data elements entered or imported into the Platform by an Authorized User, by or on behalf of an Eligible Patient, or by or on behalf of DPH.

1.3 “Documentation” means any applicable standard end-user specifications and/or operating instructions provided by Renegade.Health, which may be amended from time to time.

1.4 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), part of the American Recovery and Reinvestment Act of 2009, and the implementation regulations under each, including any amendments thereto.

1.5 “Protected Health Information” means “protected health information” as defined in 45 CFR §160.103 that is created, received, maintained, or transmitted by Renegade.Health on behalf of DPH as a result of this Agreement.

1.6 “Renegade.Health Marks” means the trademarks, brands, logos, and service marks included in the Platform or furnished by Renegade.Health for use by DPH as part of the Platform or marketing, as updated by Renegade.Health from time to time.

2. EXPLANATION OF SERVICES.

2.1 General. Renegade.Health agrees to provide the Laboratory Testing and Telehealth Services, as described in this Section 2. DPH agrees that Renegade.Health is relying on DPH Data, notifications, and other information provided by DPH pursuant to this Agreement (including but not limited to Section 3 below) to perform the Services, and that the Services provided by Renegade.Health are subject to the accuracy, completeness, and timeliness of the information provided by DPH or their affiliated patients.

2.2 Provider Consultation. Renegade.Health will identify, contract with, and compensate licensed Providers to serve as independent contractors for the provision of telemedicine services through the Platform. Renegade.Health will facilitate and arrange for a telemedicine visit between each Eligible Patient and a Provider. Renegade.Health will enable Eligible Patients to schedule telemedicine visits with Providers through the Platform.

2.3 Patient Health Assessment/Questionnaire. Renegade.Health will endeavor to collect certain information from each Eligible Patient through use of a health assessment/questionnaire. Renegade.Health will make available to Providers the information collected from Eligible Patients pursuant to the health assessment/questionnaire. Where an Eligible Patient does not complete the health assessment/questionnaire through the Platform, the Provider, subject to their professional clinical judgment, shall be responsible for completing the health assessment/questionnaire pursuant to the Provider’s consultation with the Eligible Patient.

2.4 Laboratory Testing. Renegade.Health will facilitate at-home sample collection using its proprietary testing technology for all Eligible Patients who consent and agree to testing. Exhibit B outlines typical, but not exclusive, testing needed for a given service line. Renegade.Health will arrange for laboratories that are certified under the Clinical Laboratory Improvement Amendments of 1988 (“CLIA”) and licensed to perform laboratory services in DPH’s Service Area to provide at-home testing to Eligible Patients as requested. Nothing in this provision shall override or restrict the Eligible Patient’s choice of laboratory for laboratory testing, and to the extent that this provision conflicts with Section 4 below, Section 4 shall control.

2.5 Medical Records. Renegade.Health shall require that each Provider prepares and maintains, or causes to be prepared and maintained, files and records and all necessary reports, claims,

correspondence and other documents relating to the telemedicine and laboratory services provided to Eligible Patient (collectively “Records”), in accordance with all applicable laws, regulations and professional standards and as reasonably directed by DPH and agreed to by Provider. Renegade.Health will make these Records available to DPH through the Platform. Renegade.Health acknowledges and agrees that all Records are the non-exclusive property of DPH, and shall, upon termination or expiration of this Agreement for any reason (including a default by either party), remain the non-exclusive property of DPH. Renegade.Health shall be entitled to maintain a copy of the Records, on behalf of itself and the Provider, for the duration of any applicable record retention requirements or policies of Renegade.Health and/or Provider.

2.6 Case Management. Renegade.Health will perform case management tasks including: collecting and verifying health insurance information from Eligible Patients; providing pharmacy benefit investigation and support; coordinating with DPH and the Provider to provide counseling and support services to Eligible Patients who test positive for HIV, Hepatitis B, high creatinine levels, or an STI; providing medication adherence and counseling services to Eligible Patients; and assisting Eligible Patients with understanding and navigating the telemedicine services and laboratory testing facilitated by the Platform.

2.7 Transmission of Prescription to Pharmacy. Upon issuance of a prescription, and only if requested by the Eligible Patient, Renegade.Health will coordinate with the Provider to facilitate transmission of the prescription to a Pharmacy for dispensing. Upon receipt of proper authorization, Renegade.Health will also provide Eligible Patient information, pharmacy benefit information, and prior authorization information to the Pharmacy as requested and necessary for Pharmacy to fill, dispense and deliver the prescription medication directly to the Eligible Patient.

2.8 Provider Follow-Up Visits. Renegade.Health will facilitate and coordinate follow- up visits between each Eligible Patient and their Provider.

2.9 Billing. Renegade.Health hereby acknowledges and agrees that DPH has the right to purchase our services in bulk, and in advance, reserving services for their patient populations. The services are quoted here in Exhibit A. Telehealth and diagnostic charges are compiled based on the utilized patient resources.

2.10 Eligible Patients. Pre-paid services entitle DPH the right to send any patient to Renegade.Health, and no patient shall be turned away. Renegade.Health will attempt insurance billing, but where the rates requirements are not met (e.g., Medi-Cal reimburses Renegade.Health at less than the CMS rate), Renegade.Health will deduct the remaining outstanding balance from the reserved funds.

SKU	Assays	Device(s)	Total Assay Cost	Medi-Cal Reimbursement for testing (not service fulfillment)	Shipping and Service Fulfillment	Total Service Price
TARO-V3A	HIV 4 th Gen. Ag/Ab HBVsAg	Tasso (x1) Tube (x1) Swab (x3)	\$185	\$191.89	35.00	\$ 220.00

	HCV Aby Syphilis (TP + RPR) Creatinine BetaHCG Chlamydia Gonorrhea (Pooled)	Urine cup				
TARO- V3A + Telehealth	HIV 4 th Gen. Ag/Ab HBVsAg HCV Aby Syphilis (TP + RPR) Creatinine BetaHCG Chlamydia Gonorrhea (Pooled)	Tasso (x1) Tube (x1) Swab (x3) Urine cup	\$185	\$191.89	85.00	\$ 270.00

2.11 EHR Integration. Renegade.Health shall cover reasonable costs required to integrate any ordering or test results and/or the transmission of medical records with DPH's electronic health record system. If not required, Renegade.Health will maintain DPH EHR data until such time DPH no longer requires access (usually a period of 7 years).

3. DPH RESPONSIBILITIES.

3.1 Platform Usage.

(a) DPH shall refrain from, and shall ensure that all Authorized Users refrain from, using the Platform in a manner that is libelous, defamatory, obscene, infringing, or illegal, or otherwise abusing the Platform or the technology and resources available through the Platform.

(b) DPH shall not, and shall not attempt to, (i) copy, adapt, redistribute, reformat, reconfigure, modify, alter, tamper with, repair, or create derivative works of the Platform or any part thereof; (ii) reverse engineer, disassemble, or decompile the Platform or any part thereof, or apply any other process or procedure to derive the source code or non-public APIs of any software included in the Platform; or (iii) resell, sublicense, assign, delegate, or otherwise facilitate or transfer access to the Platform or any part thereof, including providing Credentials to the Platform other than to an Authorized User.

3.2 Credentials. DPH shall ensure that each Authorized User shall select and register a unique

username and password (each a “Credential”) via the Platform. DPH will take appropriate steps to ensure that it and all Authorized Users do not share access information (including Credentials) except as expressly permitted under this Agreement. DPH is responsible for all actions taken on any Platform accounts provisioned to Authorized Users.

3.3 Contact Representatives. DPH shall designate, in writing, the following personnel: (i) an Executive Sponsor, who shall champion the successful adoption and use of the Platform by DPH; and (ii) a Project Lead, who shall act as DPH’s primary liaison to Renegade.Health both during and after implementation of the Platform. DPH shall ensure the reasonable availability and responsiveness of both the Executive Sponsor and the Project Lead. The Project Lead shall be responsible for managing DPH’s Authorized Users, including notifying Renegade.Health when an Authorized User’s access to the Platform needs to be terminated, or otherwise taking steps to effectuate such termination.

3.4 Business Associate Agreement. To the extent that an Authorized User is a Business Associate of DPH, DPH shall be solely responsible for ensuring that an appropriate Business Associate Agreement is in place between DPH and the Authorized User.

3.5 Unauthorized Use. DPH shall promptly notify Renegade.Health in writing upon its discovery of any unauthorized use of the Platform.

3.6 Access to DPH Data. During the Term, DPH shall enable Renegade.Health full and free access to all data, materials, and information held within the Renegade.Health portal. This access is only required to allow Renegade.Health to perform maintenance, data audits, and internal troubleshooting.

3.7 Patient Enrollment. Upon recruiting a patient or participant, DPH shall facilitate the registration of that patient into the Renegade.Health portal. The patient will log in to retrieve results, schedule telehealth visits, and register kits.

3.8 Patient Care. DPH shall maintain an electronic medical record to hold the medical records of each Eligible Patient receiving telemedicine services and laboratory testing through the Platform, and shall grant Renegade.Health and Provider any necessary access to such records in a HIPAA- compliant manner, in order to enable Provider and Renegade.Health to provide the Services. Such medical records may incorporate the Records (as defined at Section 2.7), but such medical records shall be an addition to the Records. In coordination with the Renegade.Health case manager and the Provider, DPH shall respond to Eligible Patients who test positive for HIV, Hepatitis B, high creatinine levels, or an STI through Renegade.Health’s testing program, with counseling and support services.

4. PATIENT CHOICE

The parties agree to preserve each Eligible Patient’s choice in medical provider, testing laboratory, and pharmacy and will not take any action to restrict any Prospect’s or Eligible Patient’s choice in this regard.

5. INSPECTION AND AUDIT RIGHTS

Renegade.Health may access, use, preserve, and/or disclose DPH’s account information and content if legally required to do so or if Renegade.Health has a good-faith belief that such access, use, disclosure, or

preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation thereof; (c) detect, prevent, or otherwise address security, fraud, or technical issues; or (d) protect the rights, property, or safety of Renegade.Health, its other community benefit organization, Prospects, Eligible Patients, or the public as required or permitted by law. DPH acknowledges and agrees that Renegade.Health may, at any time, inspect, audit, or otherwise access DPH's use of the Platform, provided that such inspection, audit, or access does not materially interfere with DPH's use of the Platform. Renegade.Health shall ensure that any access, use, preservation, and/or disclosure complies with all applicable federal and state law, including HIPAA.

6. FEES AND PAYMENT.

In consideration for the Services during the Term, DPH shall pay Renegade.Health per Eligible Patient in the amounts set forth in Exhibit A attached hereto ("Quoted Service Levels"). All fees due under this Agreement shall be payable forty-five (45) days after receipt by DPH of an invoice from Renegade.Health. Renegade.Health may charge interest on any overdue amounts. From time to time, Renegade.Health may adjust the fee amounts set forth in Exhibit B upon mutual agreement. Renegade.Health will provide prior notice to DPH of any proposed fee adjustment and an opportunity to discuss the new fees. In regard to any good faith dispute(s) related to amounts in an invoice, DPH shall provide Renegade.Health with written notice of such dispute(s) in reasonable detail within fifteen (15) days of DPH's receipt of the invoice to which the dispute pertains, pay all undisputed amounts on such invoice within the thirty (45) day payment period, and work diligently with Renegade.Health to resolve the disputes. Any disputed amounts will be paid within thirty (45) days after resolution of the dispute. In the event DPH fails to pay such disputed amounts following resolution within the foregoing timeframe, Renegade.Health may suspend the performance of the Services related to the unpaid fees until it receives payment in full.

7. PRIVACY AND SECURITY.

The parties agree to comply with the HIPAA and any applicable state laws related to the privacy and security of information. As a Business Associate of DPH, Renegade.Health also agrees to enter into a HIPAA-compliant Business Associate Agreement (Exhibit C) with DPH, which shall be dated even herewith (the "Business Associate Agreement"). Further, the parties agree that information related to a Prospect who either does not meet DPH's residency or other eligibility requirements or who opts-out of receiving telemedicine services or laboratory testing from DPH, and who opts to otherwise receive services through the Platform, shall not be subject to the terms of the Business Associate Agreement.

8. CONFIDENTIAL INFORMATION.

Each party acknowledges that in the performance of this Agreement it may have access to or be exposed to private or confidential, non-public information of the other party, or the other party's affiliates, and its and their community benefit organizations and suppliers (the "Confidential Information"). Any usernames and passwords given or created under this Agreement, including but not limited to Authorized User Credentials, shall also be considered Confidential Information. Each party agrees that (i) all Confidential Information shall remain the exclusive property of the owner thereof; and (ii) it shall maintain, and shall cause its employees and other agents to maintain, the confidentiality and secrecy of the other party's Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission of the

receiving party, (ii) is rightfully in the receiving party's possession, without obligation of confidentiality with respect thereto, prior to the disclosing party's disclosure, (iii) is lawfully disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (iv) is independently developed without access or reference to, or use of, the disclosing party's Confidential Information, or (v) is released from confidential treatment by written consent of the disclosing party.

9. INTELLECTUAL PROPERTY.

9.1 Platform. All rights of ownership, title, and interest in the Platform, any improvements and other modifications thereto, and any related Documentation, shall remain with Renegade.Health and are protected by applicable copyright, patent, trademark, and trade secret laws. During the Term and subject to DPH's payment obligations, Renegade.Health grants to DPH a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform and Documentation solely for DPH's internal business purposes (including DPH's services to Eligible Patients). Renegade.Health grants to DPH only the rights specified in this Agreement, and all rights not expressly granted herein are reserved to Renegade.Health. DPH agrees that this Agreement shall not affect any claim by Renegade.Health of ownership in the Platform. DPH agrees to take reasonable steps necessary to protect the proprietary rights of Renegade.Health and its suppliers or licensors in the Platform. Renegade.Health may change, discontinue, or deprecate any part of the Platform (including any API), change or remove features or functionality of the Platform, or implement updates to the Platform from time to time in its sole discretion, provided however, that Renegade.Health continues to perform the Services in accordance with this Agreement.

9.2 Renegade.Health Marks. All rights of ownership, title, and interest in the Renegade.Health Marks shall remain with Renegade.Health. During the Term, Renegade.Health grants DPH a limited, non-exclusive, non-transferable, non-sublicensable right to use Renegade.Health Marks in connection with the Services and subject to all guidelines for the use of the Renegade.Health Marks established by Renegade.Health, and further agrees that all goodwill associated with DPH's use of the Renegade.Health Marks shall inure to Renegade.Health. Renegade.Health grants to DPH only the rights specified in this Agreement, and all rights not expressly granted herein are reserved to Renegade.Health.

9.3 DPH Data. DPH shall own all right, title, and interest in and to the DPH Data. Subject to the Business Associate Agreement to the extent DPH Data is Protected Health Information, DPH hereby grants to Renegade.Health the irrevocable, nonexclusive, worldwide right and license to collect, analyze, and use data and other information relating to the provision, use, and performance of various aspects of the Platform, Services, and related systems and technologies (including, without limitation, information concerning DPH Data and data and analytics derived therefrom), and Renegade.Health shall be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Platform and Services and for other development, diagnostic, analytic, and corrective purposes in connection with the Platform, Services, and other Renegade.Health offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

10. REPRESENTATIONS AND WARRANTIES.

10.1 General. Each party represents, covenants, and warrants to the other that: (i) it has the right to enter into this Agreement; (ii) performing its obligations under this Agreement will not violate or

conflict with any of its obligations under any agreement with any third party; and (iii) the person signing this Agreement has legal authority to bind the party.

10.2 No Excluded Providers. Each party hereby represents and warrants to the other that neither such party, nor its directors, trustees, officers, or owners or individuals involved in the provision of services hereunder, is excluded from participation in any federal health care program or listed as an excluded person on the System for Award Management.

11. DISCLAIMER OF WARRANTIES.

THE SERVICES (INCLUDING THE PLATFORM) PROVIDED BY OR ON BEHALF OF RENEGADE.HEALTH UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, RENEGADE.HEALTH AND ITS AFFILIATES DISCLAIM ALL WARRANTIES AND MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES OR ANY THIRD-PARTY CONTENT, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, AND/OR QUALITY OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

FURTHER, RENEGADE.HEALTH AND ITS AFFILIATES MAKE NO WARRANTY, GUARANTY, OR REPRESENTATION THAT THE SERVICES WILL BE FREE FROM ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR MAKE ANY OTHER REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES IN TERMS OF SUITABILITY FOR DPH’S BUSINESS OR OPERATIONAL REQUIREMENTS.

12. LIMITATION OF LIABILITY.

IN NO EVENT SHALL RENEGADE.HEALTH, ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER IN AN ACTION BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR IN CONNECTION WITH DPH’S USE OF THE SERVICES, EVEN IF RENEGADE.HEALTH, ITS AFFILIATES, SUPPLIERS, OR LICENSORS HAVE BEEN ADVISED OF OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL RENEGADE.HEALTH’S OR ITS AFFILIATES’, SUPPLIERS’, OR LICENSORS’ AGGREGATE LIABILITY ARISING FROM OR UNDER THIS AGREEMENT EXCEED THE AMOUNT, IF ANY, ACTUALLY PAID BY DPH UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM, AND DPH HEREBY RELEASES RENEGADE.HEALTH AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION.

13. INDEMNIFICATION.

Each party (the “Indemnifying Party”) shall indemnify, hold harmless, and if requested, defend the other party, its affiliates, subsidiaries, licensors, and their respective officers, directors, employees, independent contractors, and agents (each an “Indemnified Party”) from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to the Indemnifying Party’s (i) infringement or misappropriation of any intellectual property rights of any third party; (ii) breach or alleged breach of this Agreement or violation of applicable law; or (iii) negligence, recklessness, or intentional misconduct. If an infringement claim within the scope of Renegade.Health’s obligations occurs under this Section 13, Renegade.Health, within its sole and absolute discretion, may (i) acquire the right for DPH to continue to use the Platform in accordance with the terms of this Agreement; (ii) replace or modify the Platform so that it becomes non-infringing; or (iii) terminate this Agreement and refund to DPH any pre-paid fees for Services not performed for the remainder of the then-current Term.

14. TERM AND TERMINATION.

14.1 Term. This Agreement shall begin on the Effective Date and shall continue in full force for a period of one (1) year (the “Initial Term”). Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement shall automatically renew for an unlimited number of one (1) year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”) until such time as either party provides the other party with written notice of non-renewal; provided, however, that: (i) such notice be given no fewer than thirty (30) days prior to the last day of the then-current term; and, (ii) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.

14.2 Termination.

(a) Either party may terminate this Agreement immediately in the event of any material breach or violation of this Agreement by the other party that is not cured within thirty (30) days of receipt of written notice of said breach from the non-breaching party (except that DPH shall have only ten (10) days to cure any breach of any payment term of this Agreement).

(b) DPH may terminate this Agreement upon 30 days’ notice given at any time; provided, however, that if DPH exercises its right to terminate under this Section 14.2, DPH shall be obligated to make the payment required under Section 14.3(c).

(c) Renegade.Health will have the option, but not the obligation, to immediately suspend performance of the Services if DPH fails to pay when due amounts determined pursuant to Section 6.

(d) Renegade.Health will have the option, but not the obligation, to terminate this Agreement if DPH fails to pay when due amounts determined pursuant to Section 6 and DPH fails to cure such failure within (10) days after receipt of written notice from Company.

(e) This Agreement shall terminate automatically in part or in whole, as applicable, in the event that Renegade.Health, in its sole discretion and in compliance with the notice provisions herein,

ceases to provide the Services, or a portion thereof, to third parties.

(f) To the extent that there is a change in law that materially impacts the performance of this Agreement, the parties shall endeavor to amend the Agreement to comply with the change in law. If a change in law renders performance of this Agreement impossible, either party may terminate this Agreement immediately.

14.3 Effect of Termination. Upon termination of this Agreement for any reason, each party shall return all documents, notes, and other tangible and intangible embodiments of the other party's Confidential Information.

14.4 Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement for any reason, terms and conditions which by their nature survive the termination of this Agreement, including, without limitation the provisions of Sections 1, 3 and 5-16 shall survive and continue to bind the parties and their legal representatives, successors, and permitted assigns.

15. MISCELLANEOUS.

15.1 Modification. The terms of this Agreement may not be amended except in a writing signed by both parties.

15.2 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be given or made in writing and delivered by hand delivery, or by certified, registered, or express mail, return receipt requested, and addressed as set forth below (or to such other person or address as the applicable party may from time to time furnish to each other party in accordance with the terms of this Section), with a courtesy copy emailed to the email address set forth below:

For Renegade.Health, to:

Craig Rouskey
Renegade.Health LLC
829 Heinz Avenue
Berkeley, CA 94710
Email: craig@renegade.bio

For DPH, to:

Trinity County HHS Public Health Branch
PO Box 399
Weaverville, CA 96093
Email: strearor@trinitycounty.org

The name and address details set out on the signature page.

Such notices, requests, demands, or other communications shall be deemed received upon personal delivery, or on the third business day following the date of mailing if sent by registered, certified, or express mail. Electronic mail to the email addresses listed above shall be effective upon transmission.

15.3 Entire Agreement. This Agreement supersedes all prior agreements, arrangements, and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter. In the event of a conflict between the language of this Agreement and the Business Associate Agreement, the language and provisions of the Business Associate Agreement shall control to the extent of the conflict.

15.4 Assignment. DPH shall not assign this Agreement in whole or in part, including delegating any rights granted hereunder, without the prior written consent of Renegade.Health. Any assignment in violation of the foregoing shall be null and void. Subject to the foregoing, this Agreement shall be binding on, and inure to the benefit of, the parties and their respective successors and assigns.

15.5 Force Majeure. Renegade.Health shall not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Renegade.Health's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, pandemics, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

15.6 Relationship of the Parties; No Third-Party Beneficiaries. Notwithstanding anything to the contrary contained herein, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties. The parties are independent contractors and neither party nor any of its respective directors, officers, employees, or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other or have the authority to bind the other. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.7 No Waiver. The failure by Renegade.Health to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision nor limit Renegade.Health's right to enforce such provision at a later time. All waivers by Renegade.Health must be in writing to be effective.

15.8 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect.

15.9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in California without regard to conflict of laws principles. The parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the State and County of San Francisco, for the purpose of resolving any dispute relating to the subject matter of this Agreement or the relationship between the parties pursuant to this Agreement.

15.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document.

15.11 Headings. The headings in this Agreement are for purposes of reference only and shall

not affect the meaning or interpretation of the Agreement.

//// Signature Page Follows:

////

////

////

////

////

////

IN WITNESS WHEREOF, for the purpose of being bound, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date set forth above.

<p>RENEGADE.HEALTH</p> <p>Renegade Health LLC</p> <p>By: Craig Rouskey Its: Chief Executive Officer Email: craig@renegade.bio</p>	<p>DPH</p> <p>Entity Name: Trinity County Health and Human Services – Public Health Branch State of Formation/ Incorporation: California Address: PO Box 399 Weaverville, CA 96093</p> <hr/> <p>By: Ric Leutwyler Its: Trinity County Board of Supervisors Chairman Email: clerkoftheboard@trinitycounty.org</p> <p>DPH Service Area: Trinity County, CA DPH Executive Sponsor: Marcie Jo Cudziol Email: mcudziol@trinitycounty.org DPH Project Lead: Sarah Cordtz Email: scordtz@trinitycounty.org DPH Business Manager: Kate Glazewski kglazewski@trinitycounty.org</p>
---	---

COUNTY OF TRINITY:

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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

EXHIBIT A

FEES

1. Patient Subscription Fees

<i>Service Tier</i>	Bronze	Silver
<i>Services Included</i>	<ul style="list-style-type: none">● Tasso Kit● Outbound Shipping● Inbound Shipping● Diagnostics	Bronze + <ul style="list-style-type: none">● Telehealth Visit
<i>Fee per completed patient cycle</i>	\$220.00	\$270.00

EXHIBIT B

LAB TESTS

Typical tests required by PrEP patients.

- a. HIV
- b. HBV
- c. HCV
- d. Creatinine
- e. Syphilis+RPR
- f. 3-site CT/NG
- g. bHCG (pregnancy)



EXHIBIT C

Renegade.Bio Standard Business Associate Agreement

This business associate agreement (the “BAA”) is entered into by and between Renegade.Bio, PBC with offices located at 181 2nd Street, San Francisco, CA 94105 (“Renegade.Bio”) and Trinity County Health and Human Services – Public Health Branch, located at 51 Industrial Parkway, Weaverville, CA 96093 (“Business Associate”), each individually referred to as a party (“Party”) and collectively referred to as the parties (“Parties”).

Article I. Mandatory Terms and Conditions

1. Relationship of Parties

1.1 The Parties have an agreement effective March 18, 2020 (“Effective Date”), wherein the following goods and/or services are being provided: collections and logistics support for COVID-19 sample processing, courier services to the lab, and internal accessioning support of samples delivered to Renegade.Bio laboratory (the “Agreement”). Pursuant to the Agreement Business Associate may use, have access to, or disclose Protected Health Information (“PHI”) or electronic protected health information (“ePHI”).

1.2 Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 (hereinafter, the “HIPAA Regulations”) and acknowledge the respective duties and obligations imposed on them by the privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII, subtitle D, of the American Recovery and Reinvestment Act of 2009 (“ARRA”), codified at 42 U.S.C. § 17921 et seq. Citations herein to the Code of Federal Regulations refer to the HIPAA Privacy Regulations published on December 28, 2000 and amended on August 14, 2002 and the HIPAA Security Regulations published on February 20, 2003, and shall include all subsequent, updated, amended or revised provisions relating thereto. Terms not otherwise defined herein shall have the meanings ascribed to them in the HIPAA Regulations, including but not limited to 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.402, & 164.501 and as provided in the HITECH Act, 42 U.S.C. § 17921. References throughout this BAA to PHI shall be deemed to include ePHI, where applicable. Unless otherwise noted, all references to PHI in this Agreement are to PHI that Business Associate, or owners, partners, members, officers, directors, employees, agents, or any other person under the reasonable control of Business Associate (“Business Associate Employee(s)”) receives from, creates for, has access to, or maintains or transmits on behalf of Renegade.Bio.

1.3 Business Associate’s relationship with Renegade.Bio and is that of an independent contractor and not that of an employee. Business Associate covenants that neither it nor any Business Associate Employee(s) or subcontractors will hold themselves out as, nor claim to be, employees of Renegade.Bio, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an employee



of Renegade.Bio including, but not limited to, Workers' Compensation, benefits, pension, payroll taxes, or Social Security.

2. Permitted Uses and Disclosures of PHI

2.1 Pursuant to the Agreement, Business Associate provides services for Renegade.Bio that may involve the use, access to, or disclosure of PHI or ePHI.

2.2 Except as otherwise specified in this BAA and pursuant to 42 U.S.C. § 17934, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations under the Agreement, provided that such uses or disclosures do not violate the HIPAA Regulations if made by Renegade.Bio. Unless otherwise limited herein or under applicable law, Business Associate may use PHI for the following purposes:

- 2.2.1 Business Associate may use or disclose PHI for proper management and administration of Business Associate as set forth in 45 C.F.R. § 164.504(e)(4).
- 2.2.2 Subject to section 2.2.4 below, Business Associate may disclose PHI in its possession to third parties for the purpose of performing its duties under the Agreement and/or this BAA. The third parties shall provide written assurances to Business Associate of their confidential handling of such PHI, which shall include adherence to the same restrictions and conditions on use and disclosure as set forth herein.
- 2.2.3 Business Associate may use or disclose PHI to meet any responsibilities required under (i) 45 C.F.R. § 164.103, or (ii) 45 C.F.R. § 164.504(e)(4). To the extent permitted by applicable law, prior to disclosing PHI as set forth herein, Business Associate shall notify Renegade.Bio in writing and provide reasonable time for Renegade.Bio to oppose such disclosure. If Renegade.Bio does not respond to Business Associate regarding such opposition prior to the date on which such disclosure must be timely made, Business Associate may, in its own discretion, disclose PHI as required by applicable law.
- 2.2.4 Business Associate may aggregate the PHI in its possession with the PHI of other covered entities and provide Renegade.Bio with data analyses relating to Renegade.Bio's health care operations in accordance with 45 C.F.R. § 164.504 (e)(2)(i)(B). Business Associate shall not disclose PHI to any other party pursuant to this section 2.2.4 without the express written authorization of Renegade.Bio.
- 2.2.5 Business Associate may de-identify PHI and utilize de-identified PHI for purposes other than research, provided that Business Associate (i) de-identifies the PHI pursuant to the HIPAA requirements set forth in 45 C.F.R. § 164.514(b) and (ii) provides Renegade.Bio with appropriate documentation if required by 45 C.F.R. § 164.514(b)(1)(ii). De-identified information does not constitute PHI.



- 2.2.6 Business Associate agrees that it will obtain Renegade.Bio' prior written approval for the use or disclosure of PHI or de-identified PHI for research purposes. Use or disclosure for research purposes that has not been approved by Renegade.Bio is strictly prohibited.

3. Business Associate General Responsibilities

3.1 Business Associate agrees to notify Renegade.Bio in writing of any use or disclosure of PHI by Business Associate or Business Associate Employees in violation of this BAA of which Business Associate becomes aware. Business Associate shall make such notification to Renegade.Bio within ten (10) business days of having been made aware of the unauthorized use or disclosure.

3.2 Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 to maintain the confidentiality and security of PHI, including ePHI, and to prevent unauthorized use or disclosure of such PHI by implementing and maintaining appropriate protection policies and procedures.

3.3 Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effects from any unauthorized use or disclosure of PHI by Business Associate or Business Associate Employees.

3.4 In accordance with 42 C.F.R. § 164.502(e)(1)(ii), Business Associate agrees to require all Business Associate Employees that receive, use, maintain, transmit, or have access to PHI under this BAA to agree in written to adhere to the same restrictions, conditions, and requirements concerning the use or disclosure of PHI as set forth in this BAA in accordance with 42 C.F.R. § 164.504(e)(5).

3.5 In accordance with 45 C.F.R. § 164.502(b), Business Associate agrees (i) to disclose to its Business Associate Employees and (ii) to request from Renegade.Bio, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder or as set forth in the Agreement.

3.6 In accordance with 42 U.S.C. § 17932(b), 42 U.S.C. § 17932(d) and 45 C.F.R. § 164.410, and subject to the possibility of delay afforded by 42 U.S.C. § 17932(g) and 45 C.F.R. § 164.412, Business Associate shall no later than sixty (60) days after discovery by Business Associate thereof, notify Renegade.Bio in writing of any breach of Renegade.Bio' PHI. Breach ("Breach") as used in this section shall have the meanings provided in 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402. If Business Associate finds that a Breach has occurred, Business Associate shall provide Renegade.Bio with its analysis of the factors set out in 45 C.F.R. § 164.402(2)(i)-(iv), and all documentation in support thereof, for its determination that PHI has been compromised.

3.7 In the event a breach as described above in section 3.6 has occurred, Business Associate shall reimburse Renegade.Bio for all costs incurred by Renegade.Bio directly related to providing the notice required by 42 U.S.C. § 17932 and 45 C.F.R. §§ 164.404&164.406, including if applicable, but not limited to: written notice, substitute notice, additional notice in urgent situations, and notification to media.



3.8 Business Associate acknowledges and agrees to abide by the applicability of the business associate contract requirements and additional security and privacy requirements imposed by the HITECH Act upon Business Associate pursuant to 42 U.S.C. §§ 17931 & 17934. Business Associate also acknowledges and agrees to abide by obligations imposed upon Business Associate and Renegade.Bio by 42 U.S.C. § 17935(d), and any implementing regulations thereunder, when effective and as applicable.

4. Security Requirements

4.1 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, has access to, or transmits on behalf of Renegade.Bio. In accordance with §§ 164.306, .308, .310, and .312 of the HIPAA Regulations, Business Associate shall:

4.1.1 Implement written policies, procedures and practices to provide the foregoing safeguards and furnish copies of same to Renegade.Bio, or permit Renegade.Bio with access thereto, within 10 business days of Renegade.Bio's written request therefor;

4.1.2 Within 10 business days of the Effective Date, provide Renegade.Bio in writing the name of, and contact information for, Business Associate's designated HIPAA Security Officer; and

4.1.3 Comply with the Health and Human Services Office for Civil Rights' Guidance on Risk Analysis Requirements under the HIPAA Security Rule, and any modifications thereto, originally posted on the Health and Human Services/Office of Civil Rights Website on July 14, 2010.

4.2 Business Associate agrees to notify Renegade.Bio in writing of any security incident involving PHI that becomes aware by Business Associate or Business Associate Employees, provided, however, the Parties acknowledge and agree that this section 4.2 constitutes notice by Business Associate to Renegade.Bio of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Renegade.Bio shall be required. Unsuccessful Security Incidents ("Unsuccessful Security Incidents") means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access to, use, or disclosure of PHI. Business Associate shall make such notification in writing, to the individuals designated as contacts by Renegade.Bio herein within ten (10) business days of having been made aware of the security incident.

4.3 Business associate agrees to comply with 42 U.S.C. § 17931, sections 164.308, 164.310, 164.312, and 164.316 of title 45 of the Code of Federal Regulations.

5. Access and Availability of PHI

5.1 Business Associate agrees to make PHI, if maintained by Business Associate in a Designated Record



Set, available to Renegade.Bio for subsequent inspection and copying by the Individual subject thereof in accordance with applicable law including, but not limited to, the HIPAA Regulations, 45 C.F.R. § 164.524.

5.2 Upon written notice by Renegade.Bio, Business Associate agrees to make PHI, if maintained by Business Associate in a Designated Record Set, available within ten (10) business days to Renegade.Bio in accordance with applicable law including, but not limited to, the HIPAA Regulations, 45 C.F.R. § 164.526.

5.3 Subject to attorney-client and any other applicable legal privileges, and pursuant to 45 C.F.R. § 164.504 (e)(2)(ii)(H), Business Associate agrees to make available to the Secretary of Health and Human Services all internal practices, books, and records relating to the use or disclosure of PHI so that the Secretary of Health and Human Resources may determine Renegade.Bio's compliance with HIPAA Regulations.

5.4 Business Associate agrees to document disclosures of PHI, and information related to such disclosures, as would be required for Renegade.Bio to respond to a request by an Individual for an accounting of disclosures of PHI. Business Associate agrees to provide to Renegade.Bio, within ten (10) business days of receiving a request in writing therefrom, such information as is requested by Renegade.Bio to permit Renegade.Bio to respond to a request by an Individual for an accounting of the disclosures of the Individual's PHI in accordance with 45 C.F.R. § 164.528.

6. Qualified Service Organizations Provisions

6.1 Business Associate agrees that if it receives, stores, processes, has access to, maintains, or otherwise deals with any "patient identifying information" or "records" as defined in 42 C.F.R. § 2.11 from an alcohol/drug abuse "program," as defined in 42 C.F.R. § 2.11, that is federally assisted in a manner described in 42 C.F.R. § 2.12(b), and that is operated by Renegade.Bio, Business Associate is fully bound by the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

6.2 Business Associate agrees that it will resist in judicial proceedings any efforts to obtain access to "patient identifying information" or "records" as defined in 42 C.F.R. § 2.11 as received, processed, stored, or maintained by Business Associate, other than as permitted by the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

7. State Confidentiality Laws and Regulations

7.1 Business Associate agrees to comply with all applicable state laws and regulations governing the confidentiality of information provided by Renegade.Bio including, but not limited to, California Public Health Laws regarding Access to Patient Information, Confidential HIV Related Information, California Mental Hygiene Law, Patient Chemical Dependence Services Records, Confidentiality of Clinical Records; California Confidentiality of Genetic Test Records; and California General Business Law Confidentiality of Social Security Account Number, Disposal of Records Containing Personal Identifying Information, and California Breach Notification Statute.



7.2 In conformity with this BAA, Business Associate shall, within ten (10) business days of discovery thereof, notify Renegade.Bio in writing of any “breach of the security of the system,” that involves PHI containing individuals’ “private information,” that was, or was reasonably believed to be, acquired from Business Associate by a person without valid authorization.

7.3 Notwithstanding any other provision of this BAA, Business Associate shall bear all costs related to its breach of private information under California Law including any and all applicable damages or losses identified in California General Business Law. In the event such breach has occurred, Business Associate shall reimburse Renegade.Bio for all costs incurred by Renegade.Bio directly related to providing the notice required by California General Business Law, including if applicable, but not limited to: written notice, electronic notice, telephone notification, substitute notice, and notification to major statewide media.

7.4 In the event Business Associate chooses to destroy the PHI in its possession in compliance with this BAA, and said PHI contains “personal identifying information” as defined in California General Business Law, Business Associate shall dispose of such information in conformity with California General Business Laws.

8. Renegade.Bio’ Responsibilities

8.1 Upon request, Renegade.Bio agrees to furnish Business Associate with a copy of the Notice of Privacy Practices that Renegade.Bio provides to individuals pursuant to 45 C.F.R. § 164.520 and to inform Business Associate of any subsequent changes thereto, if such changes affect Business Associate’s permitted or required uses and disclosures of PHI as set forth herein.

8.2 Renegade.Bio agrees to inform Business Associate of any changes in, or withdrawal of, any authorizations provided to Renegade.Bio by individuals in accordance with 45 C.F.R. § 164.508 and pursuant to which Renegade.Bio has disclosed PHI to Business Associate, if such changes affect Business Associate’s permitted or required uses and disclosures of PHI.

8.3 Renegade.Bio agrees to inform Business Associate of any opt-outs exercised by any individual from marketing or fundraising activities of Renegade.Bio pursuant to 45 C.F.R. § 164.514(f), if such opt-outs affect Business Associate’s permitted or required uses or disclosures of PHI.

8.4 Renegade.Bio agrees to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of Renegade.Bio under 45 C.F.R. parts 160 and 164 that may affect in any manner the use or disclosure of PHI by Business Associate under this BAA, including, but not limited to, restrictions on use or disclosure of PHI agreed to by Renegade.Bio as provided for in 45 C.F.R. § 164.522.

8.5 Renegade.Bio acknowledges applicability of the additional privacy and security requirements imposed



by the HITECH Act upon Renegade.Bio pursuant to 42 U.S.C. § 17921 et seq.

9. Term and Termination

9.1 This BAA shall commence on the Effective Date and continue in effect until all obligations of the Parties have been met as set forth herein and/or in the Agreement, whichever comes sooner, unless terminated earlier as provided in this section (the “Term”).

9.2 This BAA may be terminated under the following conditions:

9.2.1 Pursuant to 45 C.F.R. § 164.504(e) and 42 U.S.C. § 17934(b), the Parties hereby agree that in the event a Party has violated a material term of this BAA the non-breaching Party shall (i) provide breaching Party with written notice of the existence of a material breach; and (ii) afford breaching Party an opportunity to cure said material breach within thirty (30) days of receipt of non-breaching Party’s written notice. In the event the breaching Party fails to cure the material breach within said thirty (30) days, the non-breaching Party may immediately terminate this BAA upon written notice pursuant to 45 C.F.R. § 164.504(e)(2)(iii).

9.2.2 This BAA will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement.

9.3 Upon the event of termination or expiration of this BAA pursuant to this section, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J). Prior to doing so, Business Associate further agrees to recover any PHI in the possession Business Associate Employees and/or its subcontractors. Business Associate shall provide certification of proof of destruction of PHI upon request by Renegade.Bio. This section shall survive the termination or expiration of this BAA.

10. Indemnification

10.1 Business Associate shall defend and indemnify Renegade.Bio, their respective agents and employees from and against all actions, proceedings, claims, damages, losses, and expenses, including reasonable attorney fees, arising out of Business Associate’s negligent performance, or failure to perform, under this BAA except to the extent caused by the negligence or wrongful acts of Renegade.Bio or their agents or employees.

10.2 The foregoing right of indemnification is exclusive of any other rights to which Renegade.Bio may be entitled hereunder and shall survive the expiration or termination of this BAA.

11. Limitation of Liability

Neither Party, nor their respective employees or agents, shall be liable to the other for indirect, punitive, exemplary or consequential damages. Neither Party’s officers, directors, agents or employees shall have



personal liability to the other Party under this BAA except in cases of fraud. The Parties' obligations under this paragraph shall survive the expiration or termination of this BAA for any reason.

12. Governing Law

This BAA shall be governed, construed and enforced in accordance with the laws of the State of California without giving effect to its principles of conflicts of laws.

13. Compliance with Law

Business Associate shall comply with all applicable laws, rules and regulations, including California State and the Oakland's wage laws. Each and every provision of law required to be inserted in this BAA shall be and is deemed to be included.

14. Legal Disputes

14.1 All actions against Renegade.Bio shall be brought in the city, in the county in which the cause of action arose. The Parties consent to the dismissal or transfer to any claims asserted inconsistent with this section. If Business Associate initiates any action in breach of this section, Business Associate shall promptly reimburse Renegade.Bio for any attorneys' fees incurred to remove the action to the contractually agreed upon venue.

14.2 Actions against Renegade.Bio by Business Associate arising out of this BAA must be commenced within six months of the expiration or termination of this BAA.

14.3 Neither Party shall make a claim for personal liability against any individual, officer, agent or employee of the other pertaining to anything done or omitted in connection with this BAA.

Article II. General Terms and Conditions

1. Order of Precedence

This BAA shall prevail in the event of a conflict between this BAA and the Agreement.

2. Subcontractors

2.1 Business Associate is not permitted to subcontract, in whole or in part, performance of any obligation under this BAA without the prior written consent of Renegade.Bio. Approval by Renegade.Bio of subcontractors specifically set forth in an approved Diversity Business Associate Utilization Plan shall be considered prior written consent by Renegade.Bio.

2.2 If Renegade.Bio authorizes in writing Business Associate's use of a subcontractor, then Business Associate shall not be relieved of any obligation under this BAA and shall ensure all work performed by



such subcontractor is in accordance with this BAA. Upon request, a copy of each proposed subcontract shall be provided to Renegade.Bio.

3. Notices

All notices or communications required or permitted to be given hereunder shall be in writing and sent to the addresses set forth below. Notices may be sent by hand delivery, U.S. Postal Service certified mail return receipt requested or by nationally recognized courier next business day delivery. Notices shall be deemed given upon delivery if delivery is made by hand, within three business days if sent by certified mail and on the next business day if sent by recognized courier with next business day delivery specified.

If to Business Associate: Trinity County HHS Public Health Branch
PO Box 399
Weaverville, CA 96093

If to Renegade.Bio: HIPAA Privacy Officer
Renegade.Bio
181 2nd Street
San Francisco, CA 94105

4. Assignment

4.1 Neither Party shall assign, subcontract, transfer or otherwise dispose of this BAA or any interest herein without first obtaining the other Party's prior written consent; if a Party does so without consent of the other Party ("non-consenting Party") it shall constitute a material breach of this BAA and the non-consenting Party shall have the right to immediately terminate this BAA without liability for any damages resulting therefrom.

4.2 Should this BAA or the Agreement be assigned, all rights, benefits and obligations shall be binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns.

5. Severability

If any section of this BAA is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining sections shall remain in full force and effect.

6. Waiver

The failure to enforce any right or remedy under this BAA or at law shall not constitute a waiver of such right or remedy.

7. Entire Agreement



This BAA contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications or agreements with respect to such matters. This BAA may not be modified or amended except in writing and signed by both Parties.

- continued on next page -



8. Execution

This BAA may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same agreement. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the Parties have agreed to the foregoing, intending to be legally bound hereby.

Renegade.Bio

**Trinity County Health and Human Services –
Public Health Branch**

By: _____

By: _____

Craig Rouskey

Ric Leutwyler

CEO

Chairman

Trinity County Board of Supervisors

Date: _____

Date: _____

COUNTY OF TRINITY:

Approved as to form:

Risk Management Approval

By: _____

Margaret E. Long
County Counsel

By: _____

Laila Cassis, Director
Human Resources/Risk Management

TRINITY COUNTY

Item Report 3.8

Meeting Date: 4/16/2024

Department:
Health and Human Services

Contact:
Elizabeth Hamilton

Phone:
(530) 623-1265

3.8 Amendment 1: California Department of Public Health Sexually Transmitted Disease Branch (21-10596 A1) (22-062.1)

Requested Action:

Approve an amendment with the California Department of Public Health Sexually Transmitted Disease Branch to amend the extending the term date and decreasing maximum to \$305,946 of the agreement for the Disease Intervention Specialist (DIS) Workforce Development project.

Fiscal Impact:

No impact to the General Fund; potential revenue to HHS reduced to \$305,946.

Summary:

On July 1, 2021, Trinity County Health and Human Services Public Health Branch (TCPHB) was originally awarded a five-year, \$509,910 grant from the California Department of Public Health (CDPH) Sexually Transmitted Disease Branch to conduct activities necessary to expand, train and sustain a response-ready disease intervention specialist workforce.

On August 21, 2023, Local Health Jurisdictions were informed that under the recently enacted Debt Ceiling Bill, \$400M in unobligated DIS Workforce supplemental funds had been rescinded and that there would be no additional funding for the DIS Workforce supplement in 2024 and 2025 (Years 4 and 5 of the grant) as initially anticipated.

Although this amendment seeks to reduce the grant award by \$203,964 for a total award of \$305,946, the term of the grant funding has been extended to January 31, 2026. No additional funding is available with the extension; however, any unspent funds from the first three years of funding is now accessible through January 31, 2026.

Alternatives Including Financial Implications:

Deny the item as presented and give further direction to staff.

Departmental Recommendation:

Denial of the proposed amendment would not allow for expenditure of the revised grant amount for Disease Investigation Specialist Workforce Development Grant.

It is the staff's recommendation the Board approve the item as presented.

ATTACHMENTS:**Description**

Grant Amendment 21-10596 A1 (22-062.1)

Form DSGOLS04 (Signature Required)

Grant Agreement 21-10596 (22-062)

**CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH
STD PROGRAM MANAGEMENT**

Awarded By

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
County of Trinity, hereinafter “Grantee”**

Implementing the project, “DIS Workforce Development,” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 21-10596, A1

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to: Change the grant term end date from 12/31/25 to 1/31/26. This amendment also removes the remaining unobligated funds for years 4 and 5 and will not impact years 1 through 3. Any unspent funds from years 1-3 will be available through 1/31/26 for the grantee to utilize for the continued performance of services as identified in Exhibit A (grant activities) and will be reimbursed accordingly.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: ~~this amendment~~ is to decrease the grant by \$203,964 and is amended to read: The maximum amount payable under this Grant Agreement shall not exceed the amount of ~~\$509,940~~ **\$305,946 (Three Hundred Five Thousand Nine Hundred Forty-Six Dollars)**.

AMENDED TERM OF GRANT: The term of this Grant shall be amended to read as July 1, 2021 and terminates on ~~December 31, 2025~~ **January 31, 2026**. No funds may be requested or invoiced for work performed or costs incurred after ~~December 31, 2025~~ **January 31, 2026**.

Exhibit A NOTIFICATION LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement **Amendment** has been fully executed, request for modifications/changes thereafter to the existing grant activities can be made by written notice by either party and must be approved by CDPH. This process does not require a formal amendment but must be agreed to by both parties in writing. Copies must be maintained by both parties. Such modifications/changes must be made 30 days prior to implementation. A written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Trinity
Name: Karlo Estacio, Assistant Branch Chief <u>Alexia McGonagle, Chief</u> <u>Business Operations Support Section</u> STD Control Branch	Name: Marcie Jo Cudziol, RN, PHN, MPA Public Health Branch Director
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 1470
City, Zip: Sacramento, CA 95899-7377	City, Zip: Weaverville, CA 96093
Phone: (916) 552-9820 <u>(916) 445-9860</u>	Phone: (530) 623-8224
E-mail: Karlo.Estacio@cdph.ca.gov <u>Alexia.McGonagle@cdph.ca.gov</u>	E-mail: mcudziol@trinitycounty.org

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	Grantee: County of Trinity
Attention: Christine Johnson, Grant Manager	Attention: Marcie Jo Cudziol
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 1470
City, Zip: Sacramento, CA 95899-7377	City, Zip: Weaverville, CA 96093
Phone: (916) 552-9796 <u>(279) 667-0478</u>	Phone: (530) 623-8224
E-mail: Christine.Johnson@cdph.ca.gov	E-mail: mcudziol@trinitycounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Trinity
Attention: Kate Glazewski
Address: P.O. Box 1470
City, Zip: Weaverville, CA 96093
Phone: (530) 623-8204
E-mail: kglazewski@trinitycounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Ric Leutwyler, Chair
Trinity County Board of Supervisors
County of Trinity
11 Court Street, Room 230
Weaverville, CA 96093

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899-7377



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Exhibit A
NOTIFICATION LETTER

DATE: OCTOBER 6, 2023

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: EXTENSION OF DIS WORKFORCE SUPPLEMENTAL GRANT FUNDING

The California Department of Public Health (CDPH), Sexually Transmitted Diseases Control Branch (STD CB) is pleased to inform the recipients of the DIS Workforce supplemental grant funding that an extension has been announced by the Centers for Disease Control and Prevention (CDC). This extension changes the project end date from January 31, 2025, to January 31, 2026. No additional funding is available with this extension; however, any unspent funds from the first three years of funding will now be accessible through January 31, 2026.

Due to the unexpected change in the project end date, the existing DIS Workforce supplemental grant agreements will need to be amended. The grants will be amended for the following:

- Change the grant agreement term end date from the original end date of December 31, 2025 to the new end date of January 31, 2026.
- Reduce the total grant budget by removing funding amounts for Years 4 and 5 as announced in the previous notification later issued on August 21, 2023.

With this amendment, the grants will be effective from July 1, 2021 through January 31, 2026. The attached updated funding chart shows the revised grant amounts for each grantee.

Budget revisions for the periods of 01/01/24 – 01/31/25 and 02/01/25 – 01/31/26 will need to be submitted and should include the projected amount to be spent. CDC has approved expanded authority permitting the rollover of unspent funds from calendar year 2023 through the end of January 2026. Budget revision requests for this period can be submitted after December 31, 2023, but no later than April 1, 2024.

CDPH has begun the amendment process and **in an effort to expedite this grant amendment through the approval process, we request that the following item be**



returned no later than **Friday, October 20, 2023** via email at STDLHJContracts@cdph.ca.gov with a cc to Christine.Johnson@cdph.ca.gov. If you already submitted this item in response to the August 21, 2023 letter then you can disregard this request.

- **Updated LHJ Program Contact Information document**

When e-mailing your document to STDLHJContracts@cdph.ca.gov, please include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent. Please note that no funds are secured until the grant is fully executed.

If you have any questions about this amendment process, please contact Christine Johnson by e-mail at Christine.Johnson@cdph.ca.gov for guidance.

Sincerely,



Kathleen Jacobson, MD
Branch Chief
STD Control Branch

Enclosures

cc: Karlo Estacio, Assistant Branch Chief, STD Control Branch
Alexia McGonagle, Chief, Business Operation Services Section, STD Control Branch
Rachel Piper, Chief, Contracts and Purchasing Unit, STD Control Branch
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch

Updated Funding Allocation List for DIS Workforce Supplement

County/City	Year 1 Allocation (7/1/21-12/31/21)	Year 2 Allocation (1/1/22 - 12/31/22)	Year 3-5 Allocation (1/1/23 - 1/31/26)	Total Allocation
Alameda County	\$302,953	\$302,953	\$302,953	\$908,859
Amador County	\$105,149	\$105,149	\$105,149	\$315,447
City of Berkeley	\$116,434	\$116,434	\$116,434	\$349,302
Butte County	\$130,729	\$130,729	\$130,729	\$392,187
Calaveras County	\$106,278	\$106,278	\$106,278	\$318,834
Colusa County	\$102,475	\$102,475	\$102,475	\$307,425
Contra Costa County	\$243,353	\$243,353	\$243,353	\$730,059
Del Norte County	\$102,976	\$102,976	\$102,976	\$308,928
El Dorado County	\$120,336	\$120,336	\$120,336	\$361,008
Fresno County	\$252,638	\$252,638	\$252,638	\$757,914
Glenn County	\$103,477	\$103,477	\$103,477	\$310,431
Humboldt County	\$116,968	\$116,968	\$116,968	\$350,904
Imperial County	\$130,516	\$130,516	\$130,516	\$391,548
Kern County	\$225,296	\$225,296	\$225,296	\$675,888
Kings County	\$120,080	\$120,080	\$120,080	\$360,240
Lake County	\$108,490	\$108,490	\$108,490	\$325,470
Lassen County	\$102,830	\$102,830	\$102,830	\$308,490
City of Long Beach	\$169,168	\$169,168	\$169,168	\$507,504
Madera County	\$121,451	\$121,451	\$121,451	\$364,353
Marin County	\$129,905	\$129,905	\$129,905	\$389,715
Mariposa County	\$102,384	\$102,384	\$102,384	\$307,152
Mendocino County	\$113,136	\$113,136	\$113,136	\$339,408
Merced County	\$136,814	\$136,814	\$136,814	\$410,442
Modoc County	\$101,122	\$101,122	\$101,122	\$303,366
Mono County	\$101,442	\$101,442	\$101,442	\$304,326
Monterey County	\$161,408	\$161,408	\$161,408	\$484,224
Napa County	\$120,548	\$120,548	\$120,548	\$361,644
Nevada County	\$112,670	\$112,670	\$112,670	\$338,010
Orange County	\$563,657	\$563,657	\$563,657	\$1,690,971
City of Pasadena	\$124,429	\$124,429	\$124,429	\$373,287
Placer County	\$145,278	\$145,278	\$145,278	\$435,834
Plumas County	\$102,882	\$102,882	\$102,882	\$308,646
Riverside County	\$420,089	\$420,089	\$420,089	\$1,260,267
Sacramento County	\$314,315	\$314,315	\$314,315	\$942,945
San Benito County	\$107,738	\$107,738	\$107,738	\$323,214
San Bernardino County	\$378,476	\$378,476	\$378,476	\$1,135,428
San Diego County	\$523,452	\$523,452	\$523,452	\$1,570,356
San Joaquin County	\$210,741	\$210,741	\$210,741	\$632,223
San Luis Obispo County	\$136,267	\$136,267	\$136,267	\$408,801

County/City	Year 1 Allocation (7/1/21-12/31/21)	Year 2 Allocation (1/1/22 - 12/31/22)	Year 3-5 Allocation (1/1/23 - 1/31/26)	Total Allocation
San Mateo County	\$197,256	\$197,256	\$197,256	\$591,768
Santa Barbara County	\$163,058	\$163,058	\$163,058	\$489,174
Santa Clara County	\$337,870	\$337,870	\$337,870	\$1,013,610
Santa Cruz County	\$135,303	\$135,303	\$135,303	\$405,909
Shasta County	\$120,826	\$120,826	\$120,826	\$362,478
Sierra County	\$100,492	\$100,492	\$100,492	\$301,476
Siskiyou County	\$106,289	\$106,289	\$106,289	\$318,867
Solano County	\$155,420	\$155,420	\$155,420	\$466,260
Sonoma County	\$166,720	\$166,720	\$166,720	\$500,160
Stanislaus County	\$178,035	\$178,035	\$178,035	\$534,105
Sutter County	\$112,756	\$112,756	\$112,756	\$338,268
Tehama County	\$107,799	\$107,799	\$107,799	\$323,397
Trinity County	\$101,982	\$101,982	\$101,982	\$305,946
Tulare County	\$168,801	\$168,801	\$168,801	\$506,403
Tuolumne County	\$106,838	\$106,838	\$106,838	\$320,514
Ventura County	\$216,276	\$216,276	\$216,276	\$648,828
Yolo County	\$128,056	\$128,056	\$128,056	\$384,168
Yuba County	\$109,606	\$109,606	\$109,606	\$328,818
CRIHB (non-profit)	\$250,000	\$250,000	\$250,000	\$750,000
Total	\$9,851,733	\$9,851,733	\$9,851,733	\$29,555,199

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted **electronically** not more frequently than quarterly in arrears to: STDHJInvoices@cdph.ca.gov.

~~Christine Johnson
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377~~

~~Or submitted electronically to STDHJInvoices@cdph.ca.gov.~~

Alternate submittal method is to e-mail invoices to the CDPH Grant manager identified in the CDPH 1229A Grant Agreement.

- C. Invoices shall:
- ~~1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A under this Grant.~~ **Be prepared on the electronic invoice template provided by CDPH and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.** ~~If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.~~
 - ~~2) Bear the Grantee's name as shown on the Grant.~~ **and produced on Grantee letterhead if not prepared on the electronic invoice template provided by CDPH. Grantee provided invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A under this Grant.**
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229A Grant Agreement.

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.

Exhibit D
Additional Provisions

- 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH 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 CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve

Exhibit D
Additional Provisions

the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](https://www.cdgs.ca.gov/ukraine-russia).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. 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 CDPH, 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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 the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the 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 the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the 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 subgrantee 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 CDPH 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 subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, 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.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<hr/> <hr/> Name of Grantee	<hr/> <hr/> Printed Name of Person Signing for Grantee
<hr/> <hr/> Contract / Grant Number	<hr/> <hr/> Signature of Person Signing for Grantee
<hr/> <hr/> Date	<hr/> <hr/> Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
STD Control Branch
P.O. Box 997377, MS 7320
Sacramento, CA 95899-7377

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/> .
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> , if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/>	
6. Federal Department/Agency <input type="text"/>	7. Federal Program Name/Description: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: <input type="text"/>	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> <input type="text"/>	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): <input type="text"/>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: <input type="text"/>	
	Print Name: <input type="text"/>	
	Title: <input type="text"/>	
	Telephone No.: <input type="text"/> Date: <input type="text"/> <input type="text"/>	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

CALIFORNIA SEXUALLY TRANSMITTED DISEASE BRANCH
STD Program Management

Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
County of Trinity, hereinafter “Grantee”

Implementing the “DIS Workforce Development,” hereinafter “Project”

GRANT AGREEMENT NUMBER 21-10596

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to conduct activities necessary to expand, train, and sustain a response-ready disease intervention specialist (DIS) workforce.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$509,910.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2021 and terminates on December 31, 2025. No funds may be requested or invoiced for services performed or costs incurred after December 31, 2025.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Trinity
Name: Karlo Estacio, Assistant Branch Chief STD Control Branch	Name: Marcie Jo Cudziol, RN, PHN, MPA Public Health Branch Director
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 1470
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Weaverville, CA 96093
Phone: (916) 552-9820	Phone: (530) 623-8224
E-mail: Karlo.Estacio@cdph.ca.gov	E-mail: mcudziol@trinitycounty.org

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	Grantee: County of Trinity
Attention: Christine Johnson, Grant Manager	Attention: Marcie Jo Cudziol, RN, PHN, MPA
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 1470
City, Zip: Sacramento, CA 95899-7377	City, Zip: Weaverville, CA 96093
Phone: (916) 552-9796	Phone: (530) 623-8224
E-mail: Christine.Johnson@cdph.ca.gov	E-mail: mcudziol@trinitycounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Trinity
Attention: Kate Glazewski
Address: P.O. Box 1470
City, Zip: Weaverville, CA 96093
Phone: (530) 623-8204
E-mail: kglazewski@trinitycounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, request for modifications/changes thereafter to the existing grant activities can be made by written notice by either party and must be approved by CDPH. This process does not require a formal amendment but must be agreed to by both parties in writing. Copies must be maintained by both parties. Such modifications/changes must be made 30 days prior to implementation. A written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E INFORMATION PRIVACY AND SECURITY REQUIREMENTS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

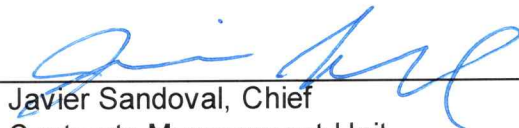
Executed By:

Date: 05/03/2022



Dan Frasier, Chairman
Board of Supervisors
County of Trinity
11 Court Street, Room 230
Weaverville, CA 96093

Date: 7-15-22



Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

December 30, 2021

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT
GRANT

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) is pleased to announce the availability of approximately \$10 million in Centers for Disease Control and Prevention (CDC) Federal Funds starting in fiscal year (FY) 2021-22 for the support of governmental public health response to COVID-19 and other infectious diseases.

This funding opportunity is made possible through a federal grant award the CDC has issued through a supplement to PS19-1901, Strengthening STD Prevention and Control for Health Departments (STD PCHD), Catalog of Federal Domestic Assistance (CFDA) #93.977. Counties of San Francisco and Los Angeles are separately funded under the STD PCHD grant and were not included in local health jurisdiction (LHJ) allocations described in this letter.

The overall goal of the funding is to develop, expand, train, and sustain the disease intervention specialists (DIS) workforce. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period. Hiring priority should be given to front-line public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of frontline DIS response and outbreak efforts. For more information on the CDC DIS Workforce Development grant, please refer to the funding guidance at: <https://www.cdc.gov/std/funding/pchd/development-funding.html>.

Grantee activities will focus on the following key strategic targets:

- Increased capacity to conduct disease investigation
- Linkage to prevention and treatment
- Case management and oversight
- Outbreak response for STD, HIV, COVID-19 and other infectious diseases

Funding availability in subsequent fiscal years will be determined by satisfactory recipient performance and is subject to the availability of appropriated funds and federal award. These funds will be made available to support the DIS workforce development on a yearly basis from July 1, 2021 through December 31, 2025. The amount of annual funding was allocated through a non-competitive formula using the [United States Census Community Resilience Estimates](#).

CDPH STD Control Branch, MS 7320 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 445-9860 • Internet Address: www.cdph.ca.gov



A summary of the DIS workforce funding allocation process, including the final annual allocation amounts for specific jurisdictions are available at: [DIS Workforce Development](#).

The funds must be used to provide allowable DIS workforce development activities at the local level. For guidance, please see Grant Activities at: [DIS Workforce Development](#).

All grantees must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memoranda, or directives issued by CDPH/STDCB. CDPH/STCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to receive these funds, you must return the following signed documents no later than close of business, **January 31, 2022**.

- Annual budgets for calendar years 2021 through 2025
- Completed CDPH 9083 form

The documents should be e-mailed to STDLHJContracts@cdph.ca.gov and include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent. Please note that no funds are secured until the grant is fully executed.

We look forward to collaborating with you to support this expansion of the DIS workforce. If you have any questions, please feel free to contact Christine Johnson by e-mail at Christine.Johnson@cdph.ca.gov.

Sincerely,



Alexia McGonagle, Acting Chief
Business Operations Support Section
STD Control Branch

Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch
Edwin Lopez, Chief, Disease Intervention Section, STD Control Branch
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch
Cary Escovedo, Northern California Regional Capacity Building Coordinator,
STD Control Branch
Michelle Gonzales, Southern California Regional Capacity Building Coordinator,
STD Control Branch
Pike Long, Bay Area Regional Capacity Building Coordinator,
STD Control Branch
Sophie Lyons, Central Inland Regional Capacity Building Coordinator,
STD Control Branch

Exhibit A
Funding Allocation

County/City	Year 1 Annual Award (7/1/21- 12/31/21)	Year 2 Annual Award (1/1/22 - 12/31/22)	Year 3 Annual Award (1/1/23 - 12/31/23)	Year 4 Annual Award (1/1/24 - 12/31/24)	Year 5 Annual Award (1/1/25 - 12/31/25)	Total Five- Year Allocation
Alameda County* (excluding Berkeley)	\$302,953	\$302,953	\$302,953	\$302,953	\$302,953	\$1,514,765
Alpine County**	\$100,143	\$100,143	\$100,143	\$100,143	\$100,143	\$500,715
Amador County	\$105,149	\$105,149	\$105,149	\$105,149	\$105,149	\$525,745
City of Berkeley	\$116,434	\$116,434	\$116,434	\$116,434	\$116,434	\$582,170
Butte County	\$130,729	\$130,729	\$130,729	\$130,729	\$130,729	\$653,645
Calaveras County	\$106,278	\$106,278	\$106,278	\$106,278	\$106,278	\$531,390
Colusa County	\$102,475	\$102,475	\$102,475	\$102,475	\$102,475	\$512,375
Contra Costa County	\$243,353	\$243,353	\$243,353	\$243,353	\$243,353	\$1,216,765
Del Norte County	\$102,976	\$102,976	\$102,976	\$102,976	\$102,976	\$514,880
El Dorado County	\$120,336	\$120,336	\$120,336	\$120,336	\$120,336	\$601,680
Fresno County	\$252,638	\$252,638	\$252,638	\$252,638	\$252,638	\$1,263,190
Glenn County	\$103,477	\$103,477	\$103,477	\$103,477	\$103,477	\$517,385
Humboldt County	\$116,968	\$116,968	\$116,968	\$116,968	\$116,968	\$584,840
Imperial County	\$130,516	\$130,516	\$130,516	\$130,516	\$130,516	\$652,580
Inyo County	\$102,480	\$102,480	\$102,480	\$102,480	\$102,480	\$512,400
Kern County	\$225,296	\$225,296	\$225,296	\$225,296	\$225,296	\$1,126,480
Kings County	\$120,080	\$120,080	\$120,080	\$120,080	\$120,080	\$600,400
Lake County	\$108,490	\$108,490	\$108,490	\$108,490	\$108,490	\$542,450
Lassen County	\$102,830	\$102,830	\$102,830	\$102,830	\$102,830	\$514,150
City of Long Beach	\$169,168	\$169,168	\$169,168	\$169,168	\$169,168	\$845,840
Madera County	\$121,451	\$121,451	\$121,451	\$121,451	\$121,451	\$607,255
Marin County	\$129,905	\$129,905	\$129,905	\$129,905	\$129,905	\$649,525
Mariposa County	\$102,384	\$102,384	\$102,384	\$102,384	\$102,384	\$511,920
Mendocino County	\$113,136	\$113,136	\$113,136	\$113,136	\$113,136	\$565,680
Merced County	\$136,814	\$136,814	\$136,814	\$136,814	\$136,814	\$684,070
Modoc County	\$101,122	\$101,122	\$101,122	\$101,122	\$101,122	\$505,610
Mono County	\$101,442	\$101,442	\$101,442	\$101,442	\$101,442	\$507,210
Monterey County	\$161,408	\$161,408	\$161,408	\$161,408	\$161,408	\$807,040
Napa County	\$120,548	\$120,548	\$120,548	\$120,548	\$120,548	\$602,740
Nevada County	\$112,670	\$112,670	\$112,670	\$112,670	\$112,670	\$563,350
Orange County	\$563,657	\$563,657	\$563,657	\$563,657	\$563,657	\$2,818,285
City of Pasadena	\$124,429	\$124,429	\$124,429	\$124,429	\$124,429	\$622,145
Placer County	\$145,278	\$145,278	\$145,278	\$145,278	\$145,278	\$726,390
Plumas County	\$102,882	\$102,882	\$102,882	\$102,882	\$102,882	\$514,410
Riverside County	\$420,089	\$420,089	\$420,089	\$420,089	\$420,089	\$2,100,445
Sacramento County	\$314,315	\$314,315	\$314,315	\$314,315	\$314,315	\$1,571,575
San Benito County	\$107,738	\$107,738	\$107,738	\$107,738	\$107,738	\$538,690

County/City	Year 1 Annual Award (7/1/21- 12/31/21)	Year 2 Annual Award (1/1/22 - 12/31/22)	Year 3 Annual Award (1/1/23 - 12/31/23)	Year 4 Annual Award (1/1/24 - 12/31/24)	Year 5 Annual Award (1/1/25 - 12/31/25)	Total Five- Year Allocation
San Bernardino County	\$378,476	\$378,476	\$378,476	\$378,476	\$378,476	\$1,892,380
San Diego County	\$523,452	\$523,452	\$523,452	\$523,452	\$523,452	\$2,617,260
San Joaquin County	\$210,741	\$210,741	\$210,741	\$210,741	\$210,741	\$1,053,705
San Luis Obispo County	\$136,267	\$136,267	\$136,267	\$136,267	\$136,267	\$681,335
San Mateo County	\$197,256	\$197,256	\$197,256	\$197,256	\$197,256	\$986,280
Santa Barbara County	\$163,058	\$163,058	\$163,058	\$163,058	\$163,058	\$815,290
Santa Clara County	\$337,870	\$337,870	\$337,870	\$337,870	\$337,870	\$1,689,350
Santa Cruz County	\$135,303	\$135,303	\$135,303	\$135,303	\$135,303	\$676,515
Shasta County	\$120,826	\$120,826	\$120,826	\$120,826	\$120,826	\$604,130
Sierra County	\$100,492	\$100,492	\$100,492	\$100,492	\$100,492	\$502,460
Siskiyou County	\$106,289	\$106,289	\$106,289	\$106,289	\$106,289	\$531,445
Solano County	\$155,420	\$155,420	\$155,420	\$155,420	\$155,420	\$777,100
Sonoma County	\$166,720	\$166,720	\$166,720	\$166,720	\$166,720	\$833,600
Stanislaus County	\$178,035	\$178,035	\$178,035	\$178,035	\$178,035	\$890,175
Sutter County	\$112,756	\$112,756	\$112,756	\$112,756	\$112,756	\$563,780
Tehama County	\$107,799	\$107,799	\$107,799	\$107,799	\$107,799	\$538,995
Trinity County	\$101,982	\$101,982	\$101,982	\$101,982	\$101,982	\$509,910
Tulare County	\$168,801	\$168,801	\$168,801	\$168,801	\$168,801	\$844,005
Tuolumne County	\$106,838	\$106,838	\$106,838	\$106,838	\$106,838	\$534,190
Ventura County	\$216,276	\$216,276	\$216,276	\$216,276	\$216,276	\$1,081,380
Yolo County	\$128,056	\$128,056	\$128,056	\$128,056	\$128,056	\$640,280
Yuba County	\$109,606	\$109,606	\$109,606	\$109,606	\$109,606	\$548,030
Total	\$9,804,356	\$9,804,356	\$9,804,356	\$9,804,356	\$9,804,356	\$49,021,780

*City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.

**To correct for rounding errors, \$2 was added to the lowest award (Alpine County)

Note: In these estimates, \$250,000/year have been set aside to fund tribal governments.

Awards were allocated by applying a base of \$100,000 and distributing the balance of funds based on population at highest risk per the United States Census Community Resilience Estimates. For more information about how Community Resilience Estimates are calculated, see the US Census technical document.

Exhibit A Funding Allocation Process

PS19-1901: Strengthening STD Prevention and Control for Health Departments (STD PCHD) DIS Workforce Development Funding

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately \$10 million Centers for Disease Control and Prevention (CDC) Federal funds (PS19-1901) starting in state fiscal year 2021-22 to expand the Disease Intervention Specialist (DIS) workforce at the local level to support governmental public health response to COVID-19 and other infectious diseases.

The CDC [DIS Workforce Development Funding](#) is part of the [American Rescue Plan Act of 2021](#). The goal of the investment is to support 21st century outbreak response needs by:

1. Expanding and enhancing frontline public health staff
2. Conducting DIS workforce training and skills building
3. Building organizational capacity for outbreak response
4. Evaluating and improving recruitment, training, and outbreak response efforts

For the first year, the DIS Workforce funding will be distributed as a supplement to the STD PCHD grant and is available to view at [PS19-1901: STD Prevention and Control for Health Departments \(STD PCHD\)](#).

Funding will be allocated to fifty-nine (59) local health jurisdictions (LHJ) and an additional \$250,000 to fund local tribal governments.

CDPH/STDCB included the following factors in the allocation model with the hierarchy of need consistent for all counties:

- The grant requires that funds be allocated LHJs using the US Census Community Resilience Estimates ([details about what is included is available](#)) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by California Conference of Local Health Officers and County Health Executives Association of California.
- As outlined in Exhibit A1, CDPH/STDCB has allocated \$250,000 per year to Tribal governments and \$9,804,356 per year to 59 LHJs.
- San Francisco and Los Angeles (excluding Berkeley, Long Beach and Pasadena) counties are funded independently by CDC and not included in these allocations. Census tracts belonging to City health jurisdictions are not included in the county-level estimates.
- Local deliverables with these funds will include activities related to disease investigation, including contact tracing, case investigation, linkage to care, and partner services. Hiring frontline DIS and DIS supervisors is the priority of these funds but there will be some flexibility regarding other support staff (e.g., triage clerk) or activities (e.g., phlebotomy training).
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between \$38,048 and \$131,418.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than quarterly in arrears to:

Christine Johnson
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Or submitted electronically to STDLHJInvoices@cdph.ca.gov.

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, 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 any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH 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 CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

- A. **Notification to CDPH of Breach or Security Incident:** The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. **Investigation of Breach and Security Incidents:** The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique username for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and e-mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. 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 CDPH, 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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 the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the 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 the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the 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 subGrantee 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 CDPH 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 subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, 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.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Air or Water Pollution Requirements

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any

disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

8. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

10. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Trinity

Name of Grantee

Dan Frasier

Printed Name of Person Signing for Grantee

21-10596

Contract / Grant Number


Signature of Person Signing for Grantee

Date

05/03/2022

Chairman, TC Board of Supervisors

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
STD Control Branch
P.O. Box 997377, MS 7320
Sacramento, CA 95899-7377

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: ____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.


(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number 94-6000544
Proposer/Bidder Firm Name (Printed) County of Trinity		
By (Authorized Signature) 		
Printed Name and Title of Person Signing Dan Frasier, Chairman, TC Board of Supervisors		
Date Executed 05/03/2022	Executed in the County and State of Trinity California	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Trinity	94-6000544

By (Authorized Signature)



Printed Name and Title of Person Signing

Dan Frasier, Chairman, TC Board of Supervisors

Date Executed	Executed in the County of
05/03/2022	Trinity

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

TRINITY COUNTY

Item Report 3.9

Meeting Date: 4/16/2024

Department:
Health and Human Services

Contact:
Elizabeth Hamilton

Phone:
530-623-1265

3.9 Amendment 1: Emergency Vehicle Outfitting Company (23-153.1)

Requested Action:

Approve amendment number 1 to the agreement with Emergency Vehicle Outfitting Company, increasing the max cost by \$100,000; to provide purchase, installation, removal, maintenance, and programming of handheld and mounted radios and necessary ancillary equipment to support current, efficient, and effective radio communications for Health and Human Services staff.

Fiscal Impact:

No impact to the General Fund; \$150,000 from HHS budgets.

Summary:

Should the Board approve an agreement with Emergency Vehicle Outfitting Company to provide radio purchase and maintenance services, then Health and Human Services will be able to make necessary upgrades to radio system infrastructure.

Discussion:

Health and Human Services (HHS), including the Office of Emergency Services, Public Health Branch, and Social Services, utilize mobile and static radios to maintain communication with first responders during emergency response and emergency events. Radio use is critical to ensure staff safety when working in remote field locations.

Amendment of the contract will ensure that radio purchasing and installation can continue as needed without a break in service.

Alternatives Including Financial Implications:

Deny the agreement as presented and provide further direction to staff.

Departmental Recommendation:

The Department recommends that the Board approve Amendment 1 to the agreement with Emergency Vehicle Outfitting Company as presented.

ATTACHMENTS:

Description

Amendment 1: 23-153

Agreement: 23-153

**AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 23-153)
BETWEEN
THE COUNTY OF TRINITY
AND
EMERGENCY VEHICLE OUTFITTING COMPANY**

WHEREAS, a Contract was entered into the 12th day of September, 2022 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **EMERGENCY VEHICLE OUTFITTING COMPANY** ("Contractor"), to provide radio purchase, installation, programming and maintenance services; and

WHEREAS, the Contract provides for a termination date of June 30, 2028; and

WHEREAS, the parties wish to:

1. Amend the Maximum Cost to County; and

WHEREAS, the Contract provides for amendments;

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

1. Section VII MAXIMUM COST TO COUNTY is amended to read:
"Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$150,000.00, 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 16th day of April, 2024.

COUNTY OF TRINITY:

CONTRACTOR:

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

By: _____
Name: Todd Allen
Title.: Owner – EVOC
Date: _____

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
EMERGENCY VEHICLE OUTFITTING COMPANY**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 12th day of September 2022, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **EMERGENCY VEHICLE OUTFITTING COMPANY**, a sole proprietor ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: providing radios and equipment for purchase; installation, removal, maintenance, and programming of handheld and mounted radios and necessary ancillary equipment to support current, efficient, and effective radio communications for Health and Human Services staff; 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 October 01, 2023 and shall terminate on June 30, 2028, 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 the termination date, as described in this contract and any subsequent amendments. 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 \$50,000.00, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

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

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

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed

distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. **INSURANCE:** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

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

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

Trinity County
PO Box 399
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 399

Weaverville, CA 96093

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

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

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

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

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

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

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

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount

equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

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

- XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of both parties.
- XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

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

- 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 Health and Human Services
P.O. Box 399
Weaverville, CA 96093
530-623-1265

If to Contractor:

Todd Allen
Emergency Vehicle Outfitting Company
3985 Eastside Road, Unit 6
Redding, CA 96001
530-410-4104


[signature page to follow]

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

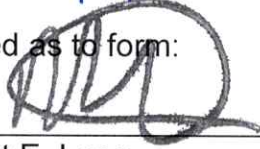
COUNTY OF TRINITY:

CONTRACTOR:

By: 
Jill Cox, Chairman
Trinity County Board of Supervisors
Date: 11/7/2023

By: 
Name: Todd Allen
Title: Owner / E.V.O.C.
Date: 12/14/23

Approved as to form:

By: 
Margaret E. Long
County Counsel

Risk Management Approval

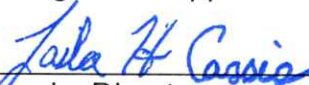
By: 
Laila Cassis, Director
Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

Providing radios and equipment for purchase; installation, removal, maintenance, and programming of handheld and mounted radios and necessary ancillary equipment to support current, efficient, and effective radio communications for Health and Human Services staff (Staff).

Pending Contractor availability and mobile capability, the services described above may be performed at Health and Human Services (51 Industrial Park Way, Weaverville, CA), at the Emergency Vehicle Outfitting Company location in Redding, CA, or other location agreed upon in advance and in writing by Contractor and Staff. Contractor and Staff will coordinate for service location depending on need.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Purchases of radios and ancillary equipment will be charged per item based upon Health and Human Services need to replace or expand existing radio technology.

Service fees:

Installation and Removal of vehicle equipment-week days
\$100 per hour

Installation and Removal of vehicle equipment-weekends/holidays
\$150 per hour

Technician Repairs and Reprogramming-week days
\$120 per hour

Technician Repairs and Reprogramming-weekends and holidays
\$150 per hour

Minimum labor charge for installations
½ hour (\$50.00)

Minimum labor charge for technicians
½ hour (\$60.00)

Overtime
1½ times the applicable hourly rate.

TRINITY COUNTY

Item Report 3.10

Meeting Date: 4/16/2024

Department:
Health and Human Services

Contact:
Elizabeth Hamilton

Phone:
530-623-1265

3.10 Amendment 3: Propio LS, LLC dba Telanguage, LLC (07-190.3)

Requested Action:

Approve amendment number 3 to the agreement with Propio LS, LLC dba Telanguage, LLC, amending the vendor name, revising the maximum cost by \$10,000 per fiscal year, and revising the services and rates; to provide interpretation/translation services.

Fiscal Impact:

No impact to the General Fund; \$10,000 per fiscal year from HHS allocations.

Summary:

Should the Board approve amendment number 3 to the agreement with Propio LS, LLC dba Telanguage, LLC, then Health and Human Services will remain compliant in providing timely and complete County, State, and Federal program services to all populations in Trinity County.

Discussion:

Health and Human Services has maintained a contract with Telanguage since 2007 and the contracted services have been reliable and effective. In August 2022, Telanguage, Inc (aka Telanguage Services) was acquired by Propio LS, LLC. Propio LS, LLC continues to do business as Telanguage LLC. This amendment updates pertinent name, cost, and rate information due to the company acquisition.

Alternatives Including Financial Implications:

Deny the item as presented and provide guidance to staff.

Departmental Recommendation:

The Department recommends approval of amendment 3 to the contract with Propio LS, LLC dba Telanguage, LLC.

ATTACHMENTS:

Description

07-190.3

Exhibit A

07-190.3 KR signed

**AMENDMENT NO. 3
TO
CONTRACT
(NO. 07-190)
BETWEEN
THE COUNTY OF TRINITY
AND
PROPIO LS, LLC dba TELELANGUAGE, LLC
(formerly TELELANGUAGE, INC. or formerly TELELANGUAGESM SERVICES)**

WHEREAS, a Contract was entered into the 20th day of June 2007; and amended on the 1st day of November, 2016; and amended on the 21st day of May, 2018 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **PROPIO LS, LLC dba TELELANGUAGE, LLC (formerly TELELANGUAGE, INC. AKA TELELANGUAGE SERVICES)** ("Contractor"), to provide **interpretation/translation services**; and

WHEREAS, the Contract provides for an automatic annual renewal; and

WHEREAS, the parties wish to:

1. Amend the vendor name; and
2. Revise Maximum Cost to County; and
3. Revise the services and rates.

WHEREAS, the Contract provides for amendments;

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

1. Vendor name is amended by deleting "Telelanguage, Inc. or TelelanguageSM" and inserting in place thereof, "Propio LS, LLC dba Telelanguage, LLC."
2. In Section I, "Maximum Cost to County," replace the text "...maximum sum of \$2,400 per fiscal year..." with the following: "...maximum sum of \$10,000.00 per fiscal year..."
3. On the page titled "TELELANGUAGESM SERVICES AGREEMENT," replace the section titled "Services and Rates" with the document Exhibit A: "Trinity County New Rates" which is attached and incorporated herein with this reference.

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 2nd day of August, 2022.

COUNTY OF TRINITY:

CONTRACTOR:

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

By: See attached electronic signature
Name: _____
Title.: _____
Date: _____

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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

Exhibit A

TRINITY COUNTY NEW RATES

RATE SHEET

Interpreting Services:

On-Demand Phone Interpretation		
Language	Price	Unit
Spanish	\$0.60	Per minute
Non-Spanish*	\$0.80	Per minute
LEP Direct Dial (Elective Options by Account)		
Spoken Languages	.10¢	Per minute (in addition to stated standard rate)
On-Demand Video Interpretation		
Spanish	\$0.85	Per minute
Non-Spanish*	\$0.85	Per minute
American Sign Language (ASL)	\$1.39	Per minute

1. ON-DEMAND OVER-THE-PHONE INTERPRETATION

- Propio provides remote on-demand interpreting services in hundreds of languages as outlined on the Language Availability List*.
- Connect time is considered to begin from the instant the language and client account number is identified and ends at the time an interpreter accepts the call effectively beginning the service request. Propio connects participants with a first in queue process.
- Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.
- Each call placed internationally will incur an additional charge.

2. SCHEDULED OVER-THE-PHONE INTERPRETATION

- Clients may schedule phone appointments with interpreters in specific languages. The designated minimum for scheduled phone services are 30 minutes, requested duration, or physical worked time-- whichever is greater. Billing is based on the established minimum, requested duration or physical time worked whichever greater.
- Service requests should be placed a minimum of 24 hours in advance.
- Services not cancelled 24 hours in advance of the scheduled start time, will result in the designed minimum being charged.

3. ON-DEMAND VIDEO INTERPRETATION

- On-demand video interpretation is performed on the Propio One platform.
- Connect time is considered to begin from the instant the language and client account number is identified to the time an interpreter accepts the call to begin the service request. Propio connects participants on a first in queue process.
- Connect times may vary significantly depending on the language and the availability of contracted interpreters at the time of call.

4. VIRTUAL SERVICES.

Clients may schedule requests with most commercially available platforms (i.e., Teams, Zoom, etc.). The terms and conditions as outlined in Section 4, Onsite/In-Person Consecutive Services will apply to virtual requests. Links to access the virtual encounter, including passwords and pertinent access directions, should be provided when requesting services. Failure to provide the necessary access information prior to the encounter does not impact the minimum cancellation notice or subsequent charges.

5. Insurance/Third-Party Payers.

In order for Propio to bill insurance/work compensation claims directly, the client must provide us with accurate and complete patient insurance information at the time of making an interpreter service request. If Propio receives an interpreter request from the client where the patient insurance information is not listed, inaccurate, or incomplete, Propio will bill the client directly for the service, and the client will be responsible for payment. The client understands and agrees that Propio will not bill third-party payers without complete and accurate patient insurance information at the time of the request. The client understands and agrees to pay Propio for the cost of interpreter services if insurance and/or a third party does not reimburse in full or denies payment for any reason. If Propio does not receive a response after 60 days from the insurance company or third-party payer, it will be deemed a notice of denial, and the bill will be resubmitted to the client for payment.

Written Document Translation Services:

Written Document Translation			
English (United States)	Spanish	\$0.13	Per word
English (United States)	Arabic	\$0.15	Per word
English (United States)	German	\$0.25	Per word
English (United States)	Persian (Iran)	\$0.19	Per word
English (United States)	French (Canada)	\$0.26	Per word
English (United States)	French (France)	\$0.25	Per word
English (United States)	Hindi	\$0.15	Per word
English (United States)	Hmong	\$0.22	Per word
English (United States)	Haitian (Creole)	\$0.27	Per word
English (United States)	Italian	\$0.20	Per word
English (United States)	Japanese	\$0.26	Per word
English (United States)	Karen	\$0.27	Per word
English (United States)	Korean	\$0.19	Per word
English (United States)	Nepali	\$0.21	Per word
English (United States)	Polish	\$0.18	Per word
English (United States)	Portuguese (Brazil)	\$0.15	Per word
English (United States)	Portuguese (Portugal)	\$0.17	Per word
English (United States)	Russian	\$0.16	Per word
English (United States)	Somali	\$0.22	Per word
English (United States)	Swahili	\$0.21	Per word
English (United States)	Tagalog	\$0.24	Per word
English (United States)	Ukrainian	\$0.17	Per word
English (United States)	Vietnamese	\$0.15	Per word
English (United States)	Chinese (Simplified, PRC)	\$0.16	Per word
English (United States)	Chinese (Traditional, Taiwan)	\$0.18	Per word
English (United States)	Other Languages	Per Quote	Per word
Minimum Project Fee		\$75.00	Per language per project
Desktop Publishing/Formatting		\$55.00	Per hour
Rush Processing		15%	% Of increase to the total invoice
Translation Into English		15%	% Of increase to per word rate
508 PDF Remediation		\$3.75	Per Page
Content or Localization Engineering		\$85	Hour
Voice Over		\$85	Hour
Translation Memory Discounts (TTM)			
Exact Match & Repetitions		70%	Discount
Fuzzy Match Discounts		60%	Discount with 99-95% matches
		50%	Discount with 94-85% matches
		30%	Discount with 84-75% matches

6. WRITTEN TRANSLATION SERVICES

Client agrees standard turnaround time for translation projects with fewer than 6,000 words is three (3) to five (5) business days from project approval, based on the size and complexity of the project. A dedicated Project Manager will communicate the expected delivery date for each project as part of the cost estimate or quote. Rush processing fees require written approval in advance.

Client shall have a thirty (30) day inspection period following the delivery of completed work to report any issues or concerns. Client acknowledges that translation sometimes involves preferential choices where more than one word or phrase might be used to say the same thing (e.g., “large” and “big”). Propio will correct errors or omissions reported during the inspection period at no cost to Client and will make preferential changes at Client’s expense and Propio’s discretion. A separate invoice will be issued for any preferential changes upon the completion of those changes. Changes requested after the inspection period shall be considered a new project and are subject to a new project quote.

Client agrees to use Propio's secure online portal, Vu, for receiving Translation Services—including, but not limited to, uploading source/native documents, receiving and approving quotes, communication regarding projects, and receiving completed projects.

Propio agrees to provide training regarding the use of Vu and will assign a dedicated translation Project Manager to Client to manage Client's translation projects and to assist clients, as needed.

Translation Memory (TM) discounted rates apply to qualifying documents submitted in editable source format in languages compatible with TM application. Discounts are available for exact matches, repetitions, and fuzzy matches as outlined in the rate table.

7. DOCUMENT TRANSLATION BILLING

Translation Services are invoiced upon delivery of the completed work to the Client. Invoices are delivered via email in .pdf format and contain the

following information: invoice date, invoice number, "bill to" address, person/department who ordered the service, PO number (if applicable),

description of services rendered, quantity, rate, and total amount due. For translation of documents, the "quantity" is set to "1" for each document

translated and the "rate" displays the total amount due for that document, based on the approved price quotation. Detailed information regarding

per word fees and translation memory discounts applied is available within the project quotation. For hourly services, such as desktop publishing

or layout work, the "quantity" will be the number of hours billed and the "rate" will display the hourly rate. For per item fees, such as translation

certifications, the quantity will be set based on the number of items received. Terms are Net 30 from invoice date.

- a. For projects quoted at \$30,000.00 USD or more, Propio requires a 50% down payment prior to the commencement of work. The remaining balance shall be invoiced upon delivery of the completed work to the client.
- b. Advance payments, periodic payments, and/or other unique terms and conditions may be included for some projects, based on size of project, length of project, and other factors. Such requirements, if any, will be stated in the project quote. Acceptance of the project quote shall be deemed acceptance of those terms and conditions as a supplement to the terms and conditions of this Agreement.
- c. Client reserves the right to cancel a project at any time prior to completion. To cancel a project, Client must contact the Propio Project Manager assigned to the project using the Vu messaging system or email. Cancellation shall be considered received upon written confirmation by the Project Manager or four (4) business hours after the cancellation notice is sent, whichever occurs first. When a project is cancelled prior to completion, Client shall be responsible to pay for work completed prior to cancellation. In the unusual circumstance where Propio was required to incur expenses applicable to the entire project prior to cancellation and cannot recover unused funds from the vendor at issue, Client shall be responsible for the entire expense paid.
- d. The client agrees that performing an internal review does not affect the invoicing process. The project is considered delivered once Propio makes translated documents available in Vu and notifies the requester.
- e. Past due invoice(s) may result in Client's account being placed on credit hold and services discontinued until the account is brought back to current status.

Other services can be scoped and bid upon request.

**AMENDMENT NO. 3
TO
CONTRACT
(NO. 07-190)
BETWEEN
THE COUNTY OF TRINITY
AND
PROPIO LS, LLC dba TELELANGUAGE, LLC
(formerly TELELANGUAGE, INC. or formerly TELELANGUAGESM SERVICES)**

WHEREAS, a Contract was entered into the 20th day of June 2007; and amended on the 1st day of November, 2016; and amended on the 21st day of May, 2018 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **PROPIO LS, LLC dba TELELANGUAGE, LLC (formerly TELELANGUAGE, INC. AKA TELELANGUAGE SERVICES)** ("Contractor"), to provide **interpretation/translation services**; and

WHEREAS, the Contract provides for an automatic annual renewal; and

WHEREAS, the parties wish to:

1. Amend the vendor name; and
2. Revise Maximum Cost to County; and
3. Revise the services and rates.

WHEREAS, the Contract provides for amendments;

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

1. Vendor name is amended by deleting "Telelanguage, Inc. or TelelanguageSM" and inserting in place thereof, "Propio LS, LLC dba Telelanguage, LLC."
2. In Section I, "Maximum Cost to County," replace the text "...maximum sum of \$2,400 per fiscal year..." with the following: "...maximum sum of \$10,000.00 per fiscal year..."
3. On the page titled "TELELANGUAGESM SERVICES AGREEMENT," replace the section titled "Services and Rates" with the document Exhibit A: "Trinity County New Rates" which is attached and incorporated herein with this reference.


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 2nd day of August, 2022.

COUNTY OF TRINITY:

CONTRACTOR:

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

By:  _____
Marco Assis (Apr 9, 2024) (6.09 CDT)
Name: Marco Assis
Title: CEO
Date: Apr 9, 2024

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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

AMENDMENT NO. 2
TO CONTRACT NO. 07-190 BETWEEN
THE COUNTY OF TRINITY
AND
TELELANGUAGE INTERPRETATION

WHEREAS, an agreement was entered into the 20th day of June, 2007 and amended on the 1st day of November, 2016 by and between the COUNTY OF TRINITY, and Telelanguage Interpretation, to provide interpretation/translation services; and

WHEREAS, the agreement provides for automatic annual renewal; and

WHEREAS, the parties wish to:

1. Revise the maximum cost to county; and
2. Revise the Notices to County address; and
3. Revise the rate plan for Video Interpretation Services

WHEREAS, the agreement provides for amendments;

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

1. In Section I, "Maximum Cost to County," replace the text "...maximum sum of \$3,000..." with the following: "...maximum sum of \$2,400 per fiscal year..."
2. In Section X, "Notices," replace the County address with the following:

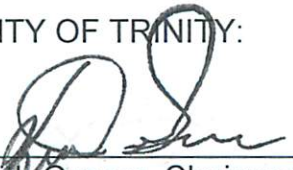
Trinity County Department of Health and Human Services
P.O. Box 399
Weaverville, CA 9609

3. On the page titled "TELELANGUAGESM SERVICES AGREEMENT," in the cell titled "Video Interpretation," replace the text "Rate Plan: \$3.00 per minute flat rate for all languages supported including ASL, 24/7/365" with the following: "\$3.75 per minute flat rate for all languages supported including ASL, 24/7/365"

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

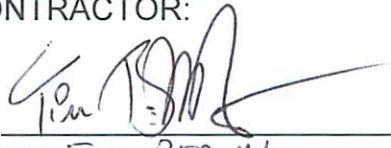
IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 21st day of May, 2018.

COUNTY OF TRINITY:

By 
Keith Groves, Chairman
Board of Supervisors

Date: 7/17/2018

CONTRACTOR:

By 
Name: JIM BERNAL
Title: PROJECT MANAGER

Date: 8-23-18

CONTRACT NUMBER	
07-190.1	HHS
COUNTY ORIGINAL	

AMENDMENT NO. 1
TO CONTRACT 07-190 BETWEEN
COUNTY OF TRINITY
AND
TELELANGUAGE INTERPRETATION

WHEREAS, a Contract was entered into the 20th day of June 2007, by and between the COUNTY OF TRINITY, and Telelanguage Services, to provide interpretation/translation services; and

WHEREAS, the parties wish to increase the total amount of the contract; and


WHEREAS, the Contract provides for amendments;

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

1. Section I, of the contract entitled "MAXIMUM COST TO COUNTY" is amended by deleting "not to exceed the maximum sum of \$2000" and inserting in place thereof "not to exceed the maximum sum of \$3000"
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 November 2016.


COUNTY OF TRINITY

By: 
L. Karl Fisher, Chairman
Board of Supervisors

CONTRACTOR

By: 

Approved as to Form:

By: 
for Angela Bickle, Auditor/Controller

Date: 9/30/16

By: attached
Shelly Pourian,
Risk & Loss Prevention Manager

Date: _____

By: attached
Margaret Long, County Counsel

Date: _____

AMENDMENT NO. 1
TO CONTRACT 07-190 BETWEEN
COUNTY OF TRINITY
AND
TELELANGUAGE INTERPRETATION

WHEREAS, a Contract was entered into the 20th day of June 2007, by and between the COUNTY OF TRINITY, and Telelanguage Services, to provide interpretation/translation services; and

WHEREAS, the parties wish to increase the total amount of the contract; and

WHEREAS, the Contract provides for amendments;

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

1. Section I, of the contract entitled "MAXIMUM COST TO COUNTY" is amended by deleting "not to exceed the maximum sum of \$2000" and inserting in place thereof "not to exceed the maximum sum of \$3000"
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 November 2016.

COUNTY OF TRINITY

CONTRACTOR

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

By: _____

Approved as to Form:

By: NIA
Angela Bickle, Auditor/Controller

Date: _____

By: [Signature]
Shelly Pourian,
Risk & Loss Prevention Manager

Date: 9-30-16

By: attached
Margaret Long, County Counsel

Date: _____

AMENDMENT NO. 1
TO CONTRACT 07-190 BETWEEN
COUNTY OF TRINITY
AND
TELELANGUAGE INTERPRETATION

WHEREAS, a Contract was entered into the 20th day of June 2007, by and between the COUNTY OF TRINITY, and Telanguage Services, to provide interpretation/translation services; and

WHEREAS, the parties wish to increase the total amount of the contract; and

WHEREAS, the Contract provides for amendments;

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

1. Section I, of the contract entitled "MAXIMUM COST TO COUNTY" is amended by deleting "not to exceed the maximum sum of \$2000" and inserting in place thereof "not to exceed the maximum sum of \$3000"
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 November 2016.

COUNTY OF TRINITY

CONTRACTOR

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

By: _____

Approved as to Form:

By: NIA
Angela Bickle, Auditor/Controller

Date: _____

By: attached
Shelly Pourian,
Risk & Loss Prevention Manager

Date: _____

By: [Signature]
Margaret Long, County Counsel

Date: 10-7-16

CONTRACT NUMBER
07-190 HHS
COUNTY ORIGINAL

ADDENDUM TO
CONTRACT WITH TELELANGUAGESM INTERPRETATION SERVICES AGREEMENT

This is an addendum to the agreement dated June 20, 2007, by and between TelelanguageSM Services ("Contractor") and the County of Trinity ("County"), which is attached to this addendum.

WHEREAS, the parties have entered into an agreement to provide telephonic, video and written interpretation/translation services as attached hereto; and

WHEREAS, the form of the agreement provided by Contractor does not meet all requirements of the County's contracting policy;

NOW, THEREFORE, the parties agree that the agreement attached hereto is subject to the following provisions:

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. **MAXIMUM COST TO COUNTY:** Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$2,000, including direct non-salary expenses.
- II. **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 worker's 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.
- III. **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, disability or sexual orientation. This policy does not require the employment of unqualified persons.
- IV. **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.
- V. **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.

- VI. **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 that provides for reimbursement of expenses.

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.

- VII. **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.
- VIII. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
- IX. **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.

X. **NOTICES:** Notices shall be given to County at the following address:

Trinity County Department of Health and Human Services
Attn: Linda Wright
POB 1470
Weaverville, CA 96093

Notices shall be given to Contractor at the following address:

TeleLanguage Services
Attn: Andre Lupenko, Co-President
421 SW 6th Ave. Suite 1150
Portland, OR 97204

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

APPROVED BY
COUNTY OF TRINITY:

By: 

Larry A. Layton
County Administrative Officer

CONTRACTOR:


By: 

Name: Andre Lupenko
Federal Tax I.D.# 93-1089733
Telephone No. 503.535.2176

APPROVED AS TO FORM:

By: 

Jeanette Palla
Trinity County Counsel

APPROVED AS TO FORM	DATE	
	INITIAL	DATE
CC		
AUD		7/9/07
CAO		



TELELANGUAGESM SERVICES AGREEMENT

Customer Information

Company Name: Trinity County		Billing Information: same x	
Address: no change from current information		Address:	
City:	State: Zip:	City:	State: Zip:
Contact Name: Same as currently on file		Billing Contact:	
Title:	E-Mail:	Title:	E-Mail:
Phone Number:	Fax Number:	Phone Number:	Fax Number:

Services and Rates

Telephonic Interpretation Rate Plan: \$1.39 per minute flat rate for all languages supported, 24/7/365 - Minimum Monthly Usage: WAIVED Pre-scheduled telephone calls will be invoiced for a minimum of 10 minutes unless cancelled more than one business day in advance.
Video Interpretation Rate Plan: \$3.00 per minute flat rate for languages supported including ASL, 24/7/365 Minimum Monthly Usage: WAIVED Equipment Fee: \$400.00 per month
Written Translation Rate Plan: \$0.22 per word for Spanish and Russian. All other languages quoted on a per job basis. Complex formatting is charged at \$42.00 per hour. Specific terminology such as legal, medical and technical and rush services will be charged a surcharge of 10%.

Account Set-up Information

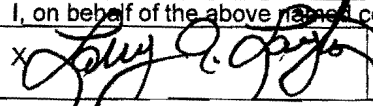
Access Code: same as currently on file	Department Codes Needed: x No <input type="checkbox"/> Yes		
Toll Free Number: 800-514-9237	Account Manager: Andre Lupenko		
Days and Hours of Operation: same as currently on file	Estimated Volume (minutes per month):		
Frequently Requested Languages:			
<input type="checkbox"/> Spanish	<input type="checkbox"/> Arabic	<input type="checkbox"/> Bosnian	<input type="checkbox"/> Cambodian
<input type="checkbox"/> Cantonese	<input type="checkbox"/> Creole	<input type="checkbox"/> Farsi (Persian)	<input type="checkbox"/> French
<input type="checkbox"/> Hindi	<input type="checkbox"/> Italian	<input type="checkbox"/> Japanese	<input type="checkbox"/> Korean
<input type="checkbox"/> Mandarin	<input type="checkbox"/> Portuguese	<input type="checkbox"/> Russian	<input type="checkbox"/> Thai
<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Other (specify)		
Information to be collected for billing:			
1.	2.		
3.	4.		
5.	6.		

Customer Support Contact Information

Technical Support	Technical or Connectivity	800-514-9237 X2171	support@telelanguage.com
Interpreter Manager	Quality of Interpretation	800-514-9237 x2173	feedback@telelanguage.com
Accounting Manager	Invoices and Usage Reports	800-514-9237 x2174	accounting@telelanguage.com
Operations Manager	Escalation for all Issues	800-514-9237 x2175	operations@telelanguage.com
President/CEO	Escalation for all issues	800-514-9237 x2176	ceo@telelanguage.com

Mailing Address: Telelanguage Services, 421 SW 6th Ave. Suite 1150, Portland, OR 97204

Signature

I, on behalf of the above named company, agree to the terms and conditions on this and the following page of this agreement.			
X 	Name: Larry A. Layton	Title: County Administrative Officer	Date: 7/30/07



TELELANGUAGESM SERVICES AGREEMENT

TERM AND TERMINATION: This Agreement will become effective on the date of the last signature and will continue in effect until terminated by one or both parties. Services will be available when Customer has been assigned a Customer Identification Number. Either party may terminate this contract by giving the other party written notification at least thirty (30) days in advance of termination. Customer agrees to pay for all services performed through the date of termination.

AUTHORIZED USAGE OF SERVICES: A. Customer agrees to be fully and solely responsible for all services and charges obtained using its Access Number whether or not authorized. Customer can obtain a new Access Number at any time upon request. B. Customer shall use interpretation services only for its own internal purposes and shall not re-sell services obtained under this contract. C. Customer agrees to hold harmless TELELANGUAGE from all claims and actions resulting from the content and illegal usage of interpretation services. TELELANGUAGE interpreters shall not for any reason be used for illegal or improper purposes. Customer shall not at any time contract, or attempt to contract or hire away any interpreter from TELELANGUAGE.

INVOICES, CHARGES AND PAYMENTS: A. The rates and charges on page one shall be applied to all services rendered. TELELANGUAGE shall give customer at least 30 days written notice of any rate increase. B. TELELANGUAGE shall invoice Customer monthly for all services requested using Customer's Access Number. C. Customer shall make payment within 30 days from the date of invoice. Payments may be made by personal/company check or credit card. TELELANGUAGE accepts Visa, MasterCard, American Express and Discover. A finance charge may be assessed on all unpaid balances outstanding over thirty (30) days at the lesser of eighteen percent (18%) per annum (1-1/2% per month) or the maximum amount permitted by law. After 60 days from the date of invoice, TELELANGUAGE will refer all invoices to collections. A \$50.00 charge will be assessed on all invoices referred to collection. D. Customer agrees that any restrictive endorsements, releases of other statements on or accompanying checks or other payments accepted by TELELANGUAGE Services shall have no legal effect.

CONFIDENTIAL INFORMATION: A. TELELANGUAGE shall take reasonable measures to ensure that all communications, which are interpreted, remain confidential, whether the interpreter is an independent contractor or employee. In connection therewith, all interpreters used by TELELANGUAGE are required to sign a confidentiality agreement and pledge with regard to all calls and are aware of treating all customer communications as confidential. Each party's respective obligations shall survive the expiration or termination of this Agreement. B. In the event that either party receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the subpoena, request for production of documents, order or requirement can be challenged or limited in scope by Customer or Company, as appropriate.

INDEPENDENT CONTRACTOR: The parties agree that TELELANGUAGE's relationship to Customer is that of an independent contractor and that nothing contained in the Agreement shall be construed as creating any other type of relationship. TELELANGUAGE may employ such arrangements, as it deems appropriate with respect to the performance of the Services. Employees and interpreters of TELELANGUAGE are not employees or agents of Customer in any respect. TELELANGUAGE is responsible for the payment of compensation to its employees and interpreters and for the withholding and remittance of all federal, state or municipal taxes related thereto.

INDEMNIFICATION: TELELANGUAGE shall indemnify and hold Customer harmless from any claim, action or expenses resulting from, and to the extent of, the gross negligence of TELELANGUAGE; provided, however, that: (a) TELELANGUAGE's aggregate liability to the Customer for any such claim shall be limited to the lesser of: (i) the amount paid by the Customer within the previous 6 months for the Services, or (ii) \$5,000.00 and (b) in no event will TELELANGUAGE be liable for loss of revenue or profit or for incidental, consequential, or punitive damages claimed by or on behalf of Customer or its officers, agents, employees, directors or representatives. No action may be brought by either party more than two (2) years after the cause of action has accrued.

SEVERABILITY: If any provision of this Agreement shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.

WAIVER: No waiver of any provisions of this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

GOVERNING LAW: This Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Oregon, without regard to its conflict of laws rules.

ARBITRATION: Disputes, controversies or other matters arising out of or relating to the Agreement, or breach thereof, shall be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be enforceable in any court of competent jurisdiction and the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs and expenses as apportioned by the award of the arbitrator. The arbitration shall take place in Portland, Oregon unless otherwise mutually agreed by the parties.

LIMITATION OF LIABILITY: TELELANGUAGE makes no representation, warranty, or guaranty, express or implied, concerning the services, including but not limited to the availability or timeliness of the performance of any service. TELELANGUAGE's liability, if any arising as a result of any breach of this Agreement or otherwise, is expressly and specifically limited to the cost of any phone call or service in question. In no event shall either party be liable to the other party for any consequential, indirect, punitive, incidental or special damages, whether or not foreseeable or unforeseeable.

ADDITIONAL TERMS: A. TELELANGUAGE and Customer shall be excused from any act, omission or obligation to perform under this Agreement when such failure or default is caused by an act of God, fire, earthquakes, floods, strikes or labor disputes, war, riot, insurrection or other causes beyond its reasonable control. B. All notices provided in connection with this agreement shall be in writing and shall be delivered by registered mail to the address listed on page 1. C. Other than specifically authorized; this agreement may not be amended, modified or supplemented at any time except in writing signed by the parties. D. These two pages constitutes the entire agreement between the parties pertaining to the subject of this Agreement and supersedes all prior writings, conversations, understandings and agreements.

and
Addendum

Initials

JP

TRINITY COUNTY

Item Report 3.11

Meeting Date: 4/16/2024

Department:
Health and Human Services

Contact:
Elizabeth Hamilton

Phone:
(530) 623-1265

3.11 Budget Adjustments: Health Department (4402) and Realignment: Health Services (8493)

Requested Action:

Approve a budget adjustment for FY 23/24 for Health - Dept 4402, increasing Revenues by \$875,694, Transfer In by \$71,550, Services & Supplies by \$46,961, and Interfund Expenses by \$150,283; and approve a budget adjustment for FY 23/24 for Realignment: Health Services - Dept. 8493 increasing Revenues by \$250,000 and Transfer Out by \$71,550.

Fiscal Impact:

No impact to the General Fund; current cash balance in Health Department - Fund 402 is \$-193,991 and in Realignment: Health Services - Fund 493 is \$1,844,873.70

Summary:

These budget adjustments to Department 4402 (Health) and 8493 (Realignment: Health Services) seek to reconcile recently approved expenses and the revenues that will cover them.

Discussion:

On 2/20/2024, the Board approved a MOU with the newly created Health & Human Services (HHS) bargaining unit and on 3/19/2024, a reorganization of allocations within HHS. With these came pay increases for staff, and the shifting of two FTEs from Dept 4402 into Dept 5000, who for now will continue to function within, and receive reimbursement from, health programs and realignment.

Additionally, HHS plans to contract with K'ima:w Medical Center to help supplement ambulance service costs with Health Realignment dollars, as they serve in-part Trinity County residents along the Trinity-Humboldt border.

With these two items and minor increases to other expense accounts, an additional \$197,244 of revenue is being realized - \$125,694 from Public Health programs and \$71,550 being transferred in from Health Realignment (for a total estimated transfer in of \$1,996,737 from Realignment come year-end).

Lastly, a return on an Intergovernmental Transfer (IGT) is expected before the end of the fiscal year. Although actual revenues are hard to project, \$750,000 is being budgeted but not expensed at this time; the money will be held and tracked in the Health and IGT Council Reserves within Dept 4402's cash balance.

Alternatives Including Financial Implications:

Deny the item as presented and give further direction to staff.

Departmental Recommendation:

Denial of the proposed budget adjustments would forgo reconciling recent increases to expenditures in several income codes within the Health budget, and the subsequent revenues to cover them.

It is the staff's recommendation the Board approve this item as presented.

ATTACHMENTS:

Description

4402 Budget Adjustment

8493 Budget Adjustment

Department: HEALTH DEPARTMENT

Number: 4402

Justification for budget adjustment:

Update of FY23/24 projected expenditures and revenues reflecting a \$71,550 increase of Transfer In from Health Realignment and \$125,694 increase of grant revenue to offset:

- > New \$35,000 allocation to K'ima:w Medical Center Ambulance Services (contract pending)
- > New HHS bargaining unit salary and benefit increases
- > Shift of two FTEs to department 5000
- > Adjustment of various expense accounts in anticipation of spending prior to year-end

Revenue account 7733:

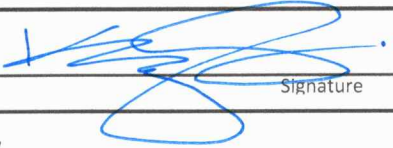
- > IGT return payment confirmed for FY23/24; estimated net revenue not expensed - to be held in Health and IGT Council Reserves (4402 cash)
- \$750,000 to Reserves
- \$127,841 Prior years' cash (unspent grant revenue)
- \$622,159 Total revised 4402 budget net

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
7733	MEDI-CAL ADMIN	-	750,000	750,000
7741	FEDERAL HEALTH GRANT (OTHER)	179,539	305,233	125,694
9800	TRANSFER IN	1,925,187	1,996,737	71,550
				-
				-
				-
TOTAL REVENUE CHANGES				<u>947,244</u>

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
2050	CLOTHING AND PERSONAL	150	1,150	1,000
2090	HOUSEHOLD	2,100	6,940	4,840
2141	MAINT OF EQUIP: SOFTWARE MAINT	1,040	2,275	1,235
2220	MEDICAL, DENTAL & LAB SUPPLIES	8,950	11,800	2,850
2300	PROFESSIONAL & SPECIALIZED SERVICES	503,111	505,147	2,036
2399	PROFESSIONAL SERVICES - INTERFUND	157,040	286,563	129,523
2711	SP DEPT EXP - AMBULANCE	105,000	140,000	35,000
3290	INDIRECT COST COUNTY DEPARTMENT	172,352	193,112	20,760
				-
				-
				-
TOTAL EXPENDITURE CHANGES				<u>197,244</u>

Origin	 _____ Signature	BUSINESS MANAGER _____ Title
Auditor	Auditor Review _____ Date Reviewed: <u>04</u> / <u>02</u> / <u>2024</u> REQUIRES BOARD ACTION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CAO	CAO Approval _____ Date: ____/____/____	
BOS	Approved by Board of Supervisors on: ____/____/____ <div style="display: flex; justify-content: space-between; width: 100%;"> _____ BOS _____ AUD </div>	

TRINITY COUNTY BUDGET ADJUSTMENT

3/20/2024

Department: REALIGNMENT: HEALTH SERVICES

Number: 8493

Justification for budget adjustment:

Update of FY23/24 projected expenditures and revenues:


- > \$250,000 increase in estimated VLF and Sales Tax revenue
- > \$71,550 increase in Transfer Out funds to Department 4402 (Health)
- > New carry forward total (negative net balance on budget) used in transfer is \$302,237

Revenue Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
7063	REALIGNMENT: VLF	1,350,000	1,450,000	100,000
7206	HEALTH REALIGNMENT SALES TAX	95,000	245,000	150,000
				-
				-
				-
TOTAL REVENUE CHANGES				250,000

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
5500	TRANSFER OUT	1,925,187	1,996,737	71,550
				-
				-
				-
				-
				-
				-
				-
TOTAL EXPENDITURE CHANGES				71,550

Origin			BUSINESS MANAGER	
	Signature		Title	
Auditor	Auditor Review _____	Date Reviewed: 04 / 02 / 2024		
	REQUIRES BOARD ACTION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
CAO	CAO Approval _____		Date: ____ / ____ / ____	
BOS	Approved by Board of Supervisors on: ____ / ____ / ____		BOS AUD	

TRINITY COUNTY

Item Report 3.12

Meeting Date: 4/16/2024

Department:
Information Technology

Contact:
Michael Singleton

Phone:
530-623-1263 Ext. 5

3.12 Amendment 2: Velocity Internet Services Contract

Requested Action:

Approve amendment number 2 to the agreement with Velocity Communications, INC, updating the service agreement outlining new terms, updating exhibit A and requesting an increase Mbps to commence, to provide bandwidth service from 250 Mbps to 1 Gbps.

Fiscal Impact:

\$1,000 monthly reoccurring charge for 1 Gbps - a four-fold increase in bandwidth. The charge of \$63.50 for 127 external IP addresses remains the same. The increased amount is already accounted for in the IT budget.

Summary:

As we increase our dependence on cloud-based services - email, inventory, updates, remote access, etc., we are increasing the use of our Internet connection. This trend looks to only increase for the future.

Alternatives Including Financial Implications:

Deny and advise staff to reduce current bandwidth to 250 Mbps. There may be slowness accessing external Web resources at certain times of the day.

Departmental Recommendation:

Approve amendment to retroactively increase Internet access bandwidth to 1 Gbps (1000 Mbps).

ATTACHMENTS:

Description

18-060.1_Fully_Executed

Internet_Service_Agreement_8-2021 (002)_for increase_in_bandwidth - IT_Exhibit_A
Amendment 2

**AMENDMENT NO. 1
TO CONTRACT NO. 18-060 BETWEEN
THE COUNTY OF TRINITY
AND
VELOCITY COMMUNICATIONS, INC.**

WHEREAS, an agreement was entered into the 18th day of July, 2018 by and between the COUNTY OF TRINITY, and Velocity Communications, to provide high-speed Internet services and

WHEREAS, the agreement provides for a termination date of November 2, 2021; and

WHEREAS, the parties wish to:

1. Increase bandwidth from 100 Mbps to 250 Mbps – Monthly Cost remains the same - \$500 (See Exhibit A); and
2. Lease 127 static IP addresses @ \$.50 per IP address per month – total cost - \$63.50 per month (See Exhibit A); and
3. Extend the termination date to November 2, 2024.

WHEREAS, the agreement provides for amendments;

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


1. Increase bandwidth from 100 Mbps to 250 Mbps – Monthly Cost remains the same - \$500 (See Exhibit A).
2. Lease 127 static IP addresses @ \$.50 per IP address per month – total cost - \$63.50 per month (See Exhibit A).
3. Extend the termination date to November 2, 2024.

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 21st day of December, 2021.

[signature page to follow]


COUNTY OF TRINITY:

By: 
Jeremy Brown, Chairman
Trinity County Board of Supervisors
Date: 12-21-2021


Approved as to form:

By: 
Margaret E. Long
County Counsel

Risk Management Approval:

By: 
Shelly Nelson, Director
Human Resources/Risk Management

CONTRACTOR:

By: 
Name: Travis Finch
Title: CEO
Date: 1/6/2021

CONTRACT NUMBER 18-060	IT
COUNTY ORIGINAL	

ADDENDUM TO QUOTE/SERVICE AGREEMENT

This is an addendum to the agreement dated 17 July 2018 by and between **Velocity Communications, Inc.** ("Contractor") and the County of Trinity ("County").

WHEREAS, the parties have entered into a service agreement which is attached to this addendum hereto as Exhibit "A"; and

WHEREAS, the form of the agreement provided by contractor does not meet all requirements of the County's contracting policy;

NOW, THEREFORE, the parties agree that the agreement attached hereto as Exhibit "A" is subject to the following provisions:

- I. **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 IT Department
PO Box 1828
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 IT Department
PO Box 1828
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.

II. **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.

III. **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 IT Department
PO Box 1828
Weaverville, CA 96093

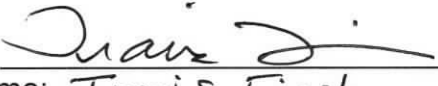
Notices shall be given to Contractor at the following address:

Velocity Communications, Inc.
PO Box 246
Weaverville, CA 96093

COUNTY OF TRINITY

CONTRACTOR:

By 
Keith Groves, Chairman
Trinity County Board of Supervisors

By 
Name: Travis Finch
Title: CEO

Date: 7/17/2018

Date: 7/26/2018

EXHIBIT A

HIGH SPEED INTERNET SERVICE AGREEMENT

This **AGREEMENT** ("Agreement") is entered into on this 17th day of July, 2018 by and between Velocity Communications, Inc., a California Corporation ("Velocity") and County of Trinity (the "Customer"), with Velocity and Customer being sometimes referred to herein as "Party" and collectively as the "Parties."

ARTICLE 1 SERVICES

1.1 Services. Velocity will provide the products and services (the "Service") in Exhibit A Services Attachment.

- High Speed Internet Service
- Customer Premises Equipment
- Routine Maintenance

ARTICLE 2 RESPONSIBILITIES

2.1 Customer Responsibilities. Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, patch cords, fiber optic, and other peripheral equipment required by Customer to interconnect with the Service on Customer's side of the Demarcation Point at Customer's location. For the purposes of this Agreement, the Demarcation Point shall be defined as the point where Velocity's CPE connects to Customer's network. In addition, Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required at Customer's location including, but not limited to, the installation of new conduit or core drilling and all cabling and infrastructure required between the Demarcation Point and the Customer's end users.

2.2 Maintenance of Service. Maintenance of Velocity's network, including the Service, shall be provided by Velocity or its contractor, subcontractor, or other designee, in accordance with industry standards. As part of the services provided under this Agreement, Velocity shall provide Routine Maintenance, which is included in the monthly service fee. For the purposes of this Agreement, Routine Maintenance shall include Demarcation Point maintenance and CPE maintenance. All Non-Routine Maintenance shall be provided by Velocity to Customer on a pro rata basis as set forth in the Services Attachment. Velocity's maintenance and repair duties shall not include maintenance, repair, or replacement of Customer's optronics, electronics, optical or electrical equipment, or materials, facilities, or other equipment used by Customer in connection with its use of the Service, said

maintenance, repair, and replacement being Customer's sole responsibility and at Customer's sole expense.

2.3 Access to Facilities. Velocity shall have full and complete control and responsibility for determining any routing configurations of Velocity's network and the location and configurations of all manholes, handholes, pole attachments, splice enclosures, and pull boxes. Customer shall not have access to Velocity's manholes, handholes, splice enclosures, or pull boxes. Except as expressly set forth herein, the Agreement does not include the right of Customer to own, control, maintain, modify or revise Velocity's facilities, the right of physical access to Velocity's network, the right to encumber Velocity's network in any manner, or the right to use Velocity's network. Notwithstanding anything contained in this Agreement to the contrary, any and all work with respect to the Service and Velocity's network shall be performed solely by Velocity unless specified otherwise. Customer shall have the right only to connect its authorized equipment to Velocity's CPE at the Demarcation Point. Customer shall have no other access rights to Velocity's network unless otherwise agreed to in writing.

2.4 Use of Services. Subject to the limitations set forth in this Agreement, Customer shall use the Services solely for lawful purposes and shall not use the Services in a way which physically interferes in any way with or adversely affects the use of Velocity's network or the Service of any other person or entity using Velocity's network. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant indefeasibly or other rights of use in or to any part of the Service or Customer's interest therein, or enter into any other arrangement with any party for such party's use of all or any part of the Service, without the prior written consent of Velocity. Any action in violation of this Section 2.4 shall constitute a material breach of this Agreement and shall, in addition to any other remedies available to it, entitle Velocity to terminate this Agreement without any liability to Customer.

ARTICLE 3 TERM

3.1 The initial term of this Agreement shall commence on the date the Service is available to route IP packets to Customer's site (the "Service Activation Date") and shall remain in effect for a period of two (2) years (the "Initial Term"). Thereafter, this Agreement will automatically renew on the same terms and conditions for consecutive one-month terms ("Extended Term") until terminated by either Party on sixty (60) days notice. Velocity reserves the right to make changes in Payments and/or costs on expiration of the Initial Term, by giving at least ninety (90) days notice to Customer before the Initial Term ends, or thereafter upon ninety days notice. Customer's continued subscription to the Service after the effective date of the change constitutes acceptance of such changes.

ARTICLE 4 PAYMENT

4.1 Payment. Customer agrees to make the monthly payment (the "Payment") to Velocity in the amount specified in the Services Attachment, plus any applicable sale and use tax. Billing shall commence on the Service Activation Date and continue throughout the Term. Payments shall be billed monthly, in advance, and all invoices shall be due and payable sixty (60) days after the date of the invoice. Velocity may impose a late payment charge of the lower of 1.0% per month or the highest rate legally permissible thereon, said charge to be payable on demand and to be in addition to other remedies available to Velocity under the Agreement or by law.

ARTICLE 5 OTHER RESPONSIBILITIES AND OBLIGATIONS

5.1 Relocation. If Velocity is required by a utility or a third party with legal authority to so require (including a party with the power of or exercising condemnation) it shall not adversely affect the use, operations, or performance of the Customer use of the Service except to the extent of interruptions permitted for relocations and it shall not change any endpoints of the Service.

5.2 Substitute Services. Upon written notice from Velocity to Customer, Velocity, at its sole discretion, may substitute for the Customer Service an equal Service along the route or an alternative route, provided that, in any such event, such substitution (i) shall be effected at the sole cost and expense of Velocity, including all disconnect, reconnect, equipment relocation, and other costs, fees, and expenses; (ii) shall not adversely affect the use, operation, or performance of the Customer's network, except to the extent of interruptions permitted for relocations; and (iii) shall not change any endpoints of the Customer Service unless mutually consented by Velocity and Customer.

5.3 Customer Services. Customer agrees to:

A. Facilitate access to and make provisions for Velocity to enter upon Customer premises as required to perform their work.

B. Make available to Velocity those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Velocity and as set forth in this Agreement.

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

ARTICLE 6 FORCE MAJEURE

6.1 Except for Customer's obligation to remit payments for the Service hereunder, in the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control, including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, civil commotion, domestic or foreign government acts, order, or regulations, inability to obtain facilities or supplies, or if Customer or Velocity is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of Velocity to provide services and/or the obligation of the Customer to accept services hereunder shall be suspended during the period of such disability.

ARTICLE 7 LIMITATION OF LIABILITY AND DISCLAIMER

7.1 VELOCITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF SERVICES OR SYSTEM EQUIPMENT AND/OR FOR FITNESS FOR A PARTICULAR PURPOSE AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES OR MERCHANTABILITY, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE PRODUCT OR SERVICES FURNISHED TO CUSTOMER, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. IN NO EVENT SHALL VELOCITY BE LIABLE FOR EXPENSES, DAMAGES, OR OTHER LOSSES INCURRED BY CUSTOMER AS A RESULT OF DELIVERY DELAYS OR FOR SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. ORAL STATEMENTS MADE BY VELOCITY'S EMPLOYEES AND AGENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON AS SUCH BY CUSTOMER, AND ARE NOT PART OF THIS AGREEMENT. IN NO EVENT SHALL VELOCITY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY VELOCITY DURING THE MONTH IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM GIVING RISE TO SUCH LIABILITY AROSE.

7.2 Limitation of Liability. Customer's sole and exclusive remedies for breach or non-performance of this Agreement by Velocity shall be, at Velocity's election, repair or replacement by Velocity of any defective Service. Velocity will in no event be liable for special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Service. In no event shall Velocity be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Service. Velocity's liability to the Customer for damages, from any cause whatsoever and

regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to Velocity for the month prior to the act giving rise to the claim under this Agreement.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 **Event of Default.** Any of the following shall constitute an event of default: (a) Customer fails to pay any Payment or any other amount owed to Velocity within ten days after its due date; (b) Customer fails to perform or observe any other representation, warranty, covenant, condition or agreement with Velocity and fails to cure such breach within thirty days after written notice; (c) any representation or warranty made by Customer hereunder or in any other instrument provided to Velocity by Customer proves to be incorrect in any material aspect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Customer; (e) If Customer or Velocity becomes insolvent or fails generally to pay its debts as they become due; (f) If Customer or Velocity voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) If Customer or Velocity fails to observe or perform any of its representations, warranties, and/or obligations with Customer and fails such breach within thirty days after written notice.

8.2 **Remedies.** In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable; (a) terminate this Agreement; (b) Velocity may declare all Payments and other amounts under this Agreement immediately due and payable; (c) Velocity may proceed to enforce the remedies of a secured party under California law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove fiber optic cable and equipment.

ARTICLE 9 TERMINATION

9.1 **Termination.** If at any time during the Initial Term, Customer desires not to retain the Agreement and to terminate the Agreement for any reason other than a Velocity default, Customer shall have the right to terminate the Agreement by providing at least sixty days prior written termination notice to Velocity ("Early Termination"). In the case of such Early Termination, upon the termination date all of the following apply; (a) Customer shall pay a cancellation fee equal to the amount of monthly charges remaining on the Term of the Agreement; (b) Velocity may disconnect the Service without further notice to Customer and without liability of Velocity; (c) this Agreement shall terminate and Customer shall not be entitled to a

refund of any of the prior consideration paid; (d) all rights of Customer to use Velocity's Service shall cease; and (e) Velocity shall owe Customer no further duties, obligations or consideration.

ARTICLE 10 CONFIDENTIAL INFORMATION

10.1 Confidential Information. The parties will protect Confidential Information, and limit its use and disclosure. "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party, either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (a) relates to this Agreement or changes to this Agreement; (b) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (c) is received by the receiving party from the disclosing party during the Term.

ARTICLE 11 CUSTOMER CPNI (CUSTOMER PROPRIETARY NETWORK INFORMATION)

11.1 Protection of Customer CPNI. Velocity will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules, and regulations. Velocity may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations, or this Agreement.

11.2 Customer Representatives. During the Term of this Agreement, Customer will at all times have designated, in the attached Contact List or in separate writing, up to three representatives with the power to authorize changes to Customer's account.

ARTICLE 12 MISCELLANEOUS

12.1 Choice of Law. This Agreement shall be governed and interpreted under the laws of the State of California. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the courts of Trinity County, California.

12.2 Relationship of the Parties. Nothing contained in this Agreement shall be construed to create any partnership or relationship between the Parties for any purpose, action, or transaction, including those related to the performance of this Agreement. It is expressly understood that in the performances of the services herein, Velocity, 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 Customer.

12.3 Intellectual Property. Nothing in this Agreement shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by Velocity or Customer or granting any right, title, or interest in the other party's trademarks, trade names, or service marks. Neither party shall use the lawful trademarks, trade names, or service marks of the other without prior written permission of said party.

12.4 Entire Agreement. This Agreement represents the entire agreement between the Parties relating to this matter. No prior or contemporaneous discussions, representations, understandings, or statements, oral or written, relating to this Agreement or its subject matter shall have any force or effect. Exhibit A Services Attachment and Exhibit B Contact List, all attached hereto, are incorporated herein by reference and made a part of this Agreement.

12.5 Severability. 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.

12.6 Waiver. 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.

12.7 Assignment. Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Velocity's creditworthiness standards for the assignment to become effective. All other assignments are void.

12.8 Compliance With Applicable Laws. Velocity shall comply with any and all federal, state and local laws affecting the services covered by this Agreement,

12.9 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 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.

12.10 Notices. All notices or demands of any kind that any party is required or desires to give or to make upon other in connection with this Agreement shall be in writing and may be provided by personal delivery, registered or certified mail, return receipt requested, overnight delivery, facsimile, email (provided that if notice or demand is sent by facsimile or email that a copy is sent as well by first class mail) or by depositing the notice or demand the United States mail, postage prepaid, and addressed to the other Party as follows:

If to Velocity:
Velocity Communications, Inc.
P.O. Box 246
Weaverville, CA 96093
Phone: (530) 623-3550
Fax: (530) 623-5279
Email: staff@velotech.net

If to Customer:
Trinity County
Attn: Michael Singleton
P.O. Box 1630
Weaverville, CA 96093
Phone: (530) 623-1263
Email: msingleton@trinitycounty.org

Exhibit B hereto provides additional contact information, for the convenience of the parties during the term of this Agreement. Notices or demands pursuant to this Agreement, as provided in this Section 12.10, are the sole and exclusive means of providing such notices or demands

12.11 Execution. This Agreement may be executed in one or more counterparts, and such executions may be transmitted by facsimile or electronic mail and any such execution shall have the full force and effect of a signed original. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination, shall be construed together and shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Velocity Communications, Inc.

County of Trinity

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

**EXHIBIT A
SERVICES ATTACHMENT**

Item	Price
100/100 Mbps Internet Service	\$500.00 per month (after 63% discount)
Routine Maintenance Fee	\$0 per month
Installation/Provisions Fee	\$0
Term	24 Months
Static IP Address	\$4.95 per address per month
Non-Routine Maintenance Fee	\$70 per hour

Customer Requirements/Building Access Agreements: Customer is responsible for all work on the Customer side of the Demarcation Point, including securing its own rights and related costs to access, occupy, and conduct typical telecommunication operations (which may include, but not be limited to, construction permits and underlying rights, access agreements and fees, lateral and riser fees, cross-connects, coordination at any third-party owned Location, and where applicable, necessary space for Velocity's fiber termination panel.) Where applicable, Customer is also responsible for securing rights for Velocity to access each building and providing all necessary cable pathways (all the above, collectively, "Customer Requirements"). Any delay in Customer providing such Customer Requirements may delay Velocity from completing work at any location.

Non-Routine Maintenance Charges: Customer shall pay and reimburse Velocity for Non-Routine Maintenance of Velocity's network within twenty (20) days of the date of Velocity's invoice therefor. Non-Routine Maintenance shall include but is not limited to (a) work necessitated by Customer's negligence or willful misconduct, (b) Customer's elective maintenance or repair requests, (c) Forces Majeure as defined in Article 6, including repair of storm damage, cable cuts, repair of damage due to vandalism or accident and relocation of the fiber line required by the Customer.

Service Interruptions: Service to Customer's location may be interrupted for: (a) scheduled maintenance (usually during off-hours such as between 12:00 AM and 3:00 AM local time); (b) emergency maintenance; or (c) as otherwise set forth in the Agreement.

Service Not to Be Resold: While Customer can resell Internet connectivity, Customer cannot resell the Service in its entirety to another person or entity without the express prior written consent of Velocity. If Customer resells Internet connectivity to end users, Customer is responsible for: (a) providing the first point of contact for end user support inquiries; (b) providing software fulfillment to end users; (c) running its own primary and secondary domain name service (DNS) for end users; (d) registering end users' domain names; (e) using BGP routing to the Velocity Network, if requested by Velocity; (f) collecting route additions and

changes, and providing them to Velocity; and (g) registering with the appropriate agency all IP addresses provided by Velocity to Customer that are allocated to end users.

Term: The "Service Activation Date" shall be the date the Internet Service is available to route IP packets to Customer's site. The term of any High Speed Internet Service ordered hereunder shall commence upon the Service Activation Date and will automatically renew, expire, and terminate according to the terms of the Agreement.

**EXHIBIT B
CONTACT LIST**

Velocity Communications, Inc. Contact List

First:	Technical Support	Phone: (877) 623-3550 option 3 Email: support@velotech.net
Final:	Travis Finch, President/CEO	Phone: (877) 623-3550 ext. 3005 Email: tf@velotech.net

Trinity County Contact List

First:	Michael Singleton Network Administrator	Phone: (530) 623-1263 Cell: (530) 623-4761 Email: msingleton@trinitycounty.org
Final:		Phone: Cell: Email:

HIGH SPEED INTERNET SERVICE AGREEMENT

This **AGREEMENT** ("Agreement") is entered into on this *16th day of December, 2021* by and between Velocity Communications, Inc., a California Corporation ("Velocity") and County of Trinity (the "Customer"), with Velocity and Customer being sometimes referred to herein as "Party" and collectively as the "Parties."

ARTICLE 1 SERVICES

1.1 Services. Velocity will provide the products and services (the "Service") in Exhibit A Services Attachment.

- High Speed Internet Service
- Customer Premises Equipment
- Routine Maintenance

ARTICLE 2 RESPONSIBILITIES

2.1 Customer Responsibilities. Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, patch cords, fiber optic, and other peripheral equipment required by Customer to interconnect with the Service on Customer's side of the Demarcation Point at Customer's location. For the purposes of this Agreement, the Demarcation Point shall be defined as the point where Velocity's CPE connects to Customer's network. In addition, Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required at Customer's location including, but not limited to, the installation of new conduit or core drilling and all cabling and infrastructure required between the Demarcation Point and the Customer's end users.

2.2 Maintenance of Service. Maintenance of Velocity's network, including the Service, shall be provided by Velocity or its contractor, subcontractor, or other designee, in accordance with industry standards. As part of the services provided under this Agreement, Velocity shall provide Routine Maintenance, which is included in the monthly service fee. For the purposes of this Agreement, Routine Maintenance shall include Demarcation Point maintenance and CPE maintenance. All Non-Routine Maintenance shall be provided by Velocity to Customer on a pro rata basis as set forth in the Services Attachment. Velocity's maintenance and repair duties shall not include maintenance, repair, or replacement of Customer's optonics, electronics, optical or electrical equipment, or materials, facilities, or other equipment used by Customer in connection with its use of the Service, said

maintenance, repair, and replacement being Customer's sole responsibility and at Customer's sole expense.

2.3 Access to Facilities. Velocity shall have full and complete control and responsibility for determining any routing configurations of Velocity's network and the location and configurations of all manholes, handholes, pole attachments, splice enclosures, and pull boxes. Customer shall not have access to Velocity's manholes, handholes, splice enclosures, or pull boxes. Except as expressly set forth herein, the Agreement does not include the right of Customer to own, control, maintain, modify or revise Velocity's facilities, the right of physical access to Velocity's network, the right to encumber Velocity's network in any manner, or the right to use Velocity's network. Notwithstanding anything contained in this Agreement to the contrary, any and all work with respect to the Service and Velocity's network shall be performed solely by Velocity unless specified otherwise. Customer shall have the right only to connect its authorized equipment to Velocity's CPE at the Demarcation Point. Customer shall have no other access rights to Velocity's network unless otherwise agreed to in writing.

2.4 Use of Services. Subject to the limitations set forth in this Agreement, Customer shall use the Services solely for lawful purposes and shall not use the Services in a way which physically interferes in any way with or adversely affects the use of Velocity's network or the Service of any other person or entity using Velocity's network. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant indefeasibly or other rights of use in or to any part of the Service or Customer's interest therein, or enter into any other arrangement with any party for such party's use of all or any part of the Service, without the prior written consent of Velocity. Any action in violation of this Section 2.4 shall constitute a material breach of this Agreement and shall, in addition to any other remedies available to it, entitle Velocity to terminate this Agreement without any liability to Customer.

ARTICLE 3

TERM

3.1 *The initial term of this Agreement shall commence on the date the Service is available to route IP packets to Customer's site (the "Service Activation Date") and shall remain in effect for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will renew for one five (5) year term on the same terms and conditions ("Extended Term") unless terminated by either Party on sixty (60) days notice. Thereafter, this Agreement will automatically renew on the same terms and conditions for consecutive one-month terms ("Extended Term") until terminated by either Party on sixty (60) days notice. Velocity reserves the right to make changes in Payments and/or costs on expiration of the Initial Term, by giving at least ninety (90) days notice to Customer before the Initial Term ends, or thereafter upon ninety days notice. Customer's continued subscription to*

the Service after the effective date of the change constitutes acceptance of such changes.

ARTICLE 4 PAYMENT

4.1 Payment. Customer agrees to make the monthly payment (the “Payment”) to Velocity in the amount specified in the Services Attachment, plus any applicable sale and use tax. Billing shall commence on the Service Activation Date and continue throughout the Term. Payments shall be billed monthly, in advance, and all invoices shall be due and payable sixty (60) days after the date of the invoice. Velocity may impose a late payment charge of the lower of 1.0% per month or the highest rate legally permissible thereon, said charge to be payable on demand and to be in addition to other remedies available to Velocity under the Agreement or by law.

ARTICLE 5 OTHER RESPONSIBILITIES AND OBLIGATIONS

5.1 Relocation. If Velocity is required by a utility or a third party with legal authority to so require (including a party with the power of or exercising condemnation) it shall not adversely affect the use, operations, or performance of the Customer use of the Service except to the extent of interruptions permitted for relocations and it shall not change any endpoints of the Service.

5.2 Substitute Services. Upon written notice from Velocity to Customer, Velocity, at its sole discretion, may substitute for the Customer Service an equal Service along the route or an alternative route, provided that, in any such event, such substitution (i) shall be effected at the sole cost and expense of Velocity, including all disconnect, reconnect, equipment relocation, and other costs, fees, and expenses; (ii) shall not adversely affect the use, operation, or performance of the Customer’s network, except to the extent of interruptions permitted for relocations; and (iii) shall not change any endpoints of the Customer Service unless mutually consented by Velocity and Customer.

5.3 Customer Services. Customer agrees to:

A. Facilitate access to and make provisions for Velocity to enter upon Customer premises as required to perform their work.

B. Make available to Velocity those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Velocity and as set forth in this Agreement.

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

ARTICLE 6 FORCE MAJEURE

6.1 Except for Customer's obligation to remit payments for the Service hereunder, in the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control, including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, civil commotion, domestic or foreign government acts, order, or regulations, inability to obtain facilities or supplies, or if Customer or Velocity is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of Velocity to provide services and/or the obligation of the Customer to accept services hereunder shall be suspended during the period of such disability.

ARTICLE 7 LIMITATION OF LIABILITY AND DISCLAIMER

7.1 VELOCITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF SERVICES OR SYSTEM EQUIPMENT AND/OR FOR FITNESS FOR A PARTICULAR PURPOSE AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES OR MERCHANTABILITY, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE PRODUCT OR SERVICES FURNISHED TO CUSTOMER, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. IN NO EVENT SHALL VELOCITY BE LIABLE FOR EXPENSES, DAMAGES, OR OTHER LOSSES INCURRED BY CUSTOMER AS A RESULT OF DELIVERY DELAYS OR FOR SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. ORAL STATEMENTS MADE BY VELOCITY'S EMPLOYEES AND AGENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON AS SUCH BY CUSTOMER, AND ARE NOT PART OF THIS AGREEMENT. IN NO EVENT SHALL VELOCITY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY VELOCITY DURING THE MONTH IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM GIVING RISE TO SUCH LIABILITY AROSE.

7.2 Limitation of Liability. Customer's sole and exclusive remedies for breach or non-performance of this Agreement by Velocity shall be, at Velocity's election, repair or replacement by Velocity of any defective Service. Velocity will in no event be liable for special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Service. In no event shall Velocity be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Service. Velocity's liability to the Customer for damages, from any cause whatsoever and

regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to Velocity for the month prior to the act giving rise to the claim under this Agreement.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 Event of Default. Any of the following shall constitute an event of default: (a) Customer fails to pay any Payment or any other amount owed to Velocity within ten days after its due date; (b) Customer fails to perform or observe any other representation, warranty, covenant, condition or agreement with Velocity and fails to cure such breach within thirty days after written notice; (c) any representation or warranty made by Customer hereunder or in any other instrument provided to Velocity by Customer proves to be incorrect in any material aspect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Customer; (e) If Customer or Velocity becomes insolvent or fails generally to pay its debts as they become due; (f) If Customer or Velocity voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) If Customer or Velocity fails to observe or perform any of its representations, warranties, and/or obligations with Customer and fails such breach within thirty days after written notice.

8.2 Remedies. In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable; (a) terminate this Agreement; (b) Velocity may declare all Payments and other amounts under this Agreement immediately due and payable; (c) Velocity may proceed to enforce the remedies of a secured party under California law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove fiber optic cable and equipment.

ARTICLE 9 TERMINATION

9.1 Termination. If at any time during the Initial Term, Customer desires not to retain the Agreement and to terminate the Agreement for any reason other than a Velocity default, Customer shall have the right to terminate the Agreement by providing at least sixty days prior written termination notice to Velocity ("Early Termination"). In the case of such Early Termination, upon the termination date all of the following apply; (a) Customer shall pay a cancellation fee equal to the amount of monthly charges remaining on the Term of the Agreement; (b) Velocity may disconnect the Service without further notice to Customer and without liability of Velocity; (c) this Agreement shall terminate and Customer shall not be entitled to a

refund of any of the prior consideration paid; (d) all rights of Customer to use Velocity's Service shall cease; and (e) Velocity shall owe Customer no further duties, obligations or consideration.

ARTICLE 10 CONFIDENTIAL INFORMATION

10.1 Confidential Information. The parties will protect Confidential Information, and limit its use and disclosure. "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party, either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (a) relates to this Agreement or changes to this Agreement; (b) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (c) is received by the receiving party from the disclosing party during the Term.

ARTICLE 11 CUSTOMER CPNI (CUSTOMER PROPRIETARY NETWORK INFORMATION)

11.1 Protection of Customer CPNI. Velocity will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules, and regulations. Velocity may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations, or this Agreement.

11.2 Customer Representatives. During the Term of this Agreement, Customer will at all times have designated, in the attached Contact List or in separate writing, up to three representatives with the power to authorize changes to Customer's account.

ARTICLE 12 MISCELLANEOUS

12.1 Choice of Law. This Agreement shall be governed and interpreted under the laws of the State of California. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the courts of Trinity County, California.

12.2 Relationship of the Parties. Nothing contained in this Agreement shall be construed to create any partnership or relationship between the Parties for any purpose, action, or transaction, including those related to the performance of this Agreement. It is expressly understood that in the performances of the services herein, Velocity, 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 Customer.

12.3 Intellectual Property. Nothing in this Agreement shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by Velocity or Customer or granting any right, title, or interest in the other party's trademarks, trade names, or service marks. Neither party shall use the lawful trademarks, trade names, or service marks of the other without prior written permission of said party.

12.4 Entire Agreement. This Agreement represents the entire agreement between the Parties relating to this matter. No prior or contemporaneous discussions, representations, understandings, or statements, oral or written, relating to this Agreement or its subject matter shall have any force or effect. Exhibit A Services Attachment and Exhibit B Contact List, all attached hereto, are incorporated herein by reference and made a part of this Agreement.

12.5 Severability. 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.

12.6 Waiver. 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.

12.7 Assignment. Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Velocity's creditworthiness standards for the assignment to become effective. All other assignments are void.

12.8 Compliance With Applicable Laws. Velocity shall comply with any and all federal, state and local laws affecting the services covered by this Agreement,

12.9 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 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.

12.10 Notices. All notices or demands of any kind that any party is required or desires to give or to make upon other in connection with this Agreement shall be in writing and may be provided by personal delivery, registered or certified mail, return receipt requested, overnight delivery, facsimile, email (provided that if notice or demand is sent by facsimile or email that a copy is sent as well by first class mail) or by depositing the notice or demand the United States mail, postage prepaid, and addressed to the other Party as follows:

If to Velocity:
Velocity Communications, Inc.
P.O. Box 246
Weaverville, CA 96093
Phone: (530) 623-3550
Fax: (530) 623-5279
Email: staff@velotech.net

If to Customer:
Trinity County
Attn: Michael Singleton
P.O. Box 1630
Weaverville, CA 96093
Phone: (530) 623-1263
Email: msingleton@trinitycounty.org

Exhibit B hereto provides additional contact information, for the convenience of the parties during the term of this Agreement. Notices or demands pursuant to this Agreement, as provided in this Section 12.10, are the sole and exclusive means of providing such notices or demands

12.11 Execution. This Agreement may be executed in one or more counterparts, and such executions may be transmitted by facsimile or electronic mail and any such execution shall have the full force and effect of a signed original. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination, shall be construed together and shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Velocity Communications, Inc.

County of Trinity

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

**EXHIBIT A
SERVICES ATTACHMENT**

Term	Amount
250/250 Mbps Internet Service	\$500.00 per month (82% discount)
500/500 Mbps Internet Service	\$750.00 per month (82% discount)
1/1 Gbps Internet Service	\$1,000.00 per month (79% discount)
Routine Maintenance Fee	\$0 per month
Installation/Provisions Fee	\$0
Term	60 Months
(127) Class C Static IP Address	\$63.50 per month
Non-Routine Maintenance Fee	\$70 per hour

Customer Requirements/Building Access Agreements: Customer is responsible for all work on the Customer side of the Demarcation Point, including securing its own rights and related costs to access, occupy, and conduct typical telecommunication operations (which may include, but not be limited to, construction permits and underlying rights, access agreements and fees, lateral and riser fees, cross-connects, coordination at any third-party owned Location, and where applicable, necessary space for Velocity’s fiber termination panel.) Where applicable, Customer is also responsible for securing rights for Velocity to access each building and providing all necessary cable pathways (all the above, collectively, “Customer Requirements”). Any delay in Customer providing such Customer Requirements may delay Velocity from completing work at any location.

Non-Routine Maintenance Charges: Customer shall pay and reimburse Velocity for Non-Routine Maintenance of Velocity’s network within twenty (20) days of the date of Velocity’s invoice therefor. Non-Routine Maintenance shall include but is not limited to (a) work necessitated by Customer’s negligence or willful misconduct, (b) Customer’s elective maintenance or repair requests, (c) Forces Majeure as defined in Article 6, including repair of storm damage, cable cuts, repair of damage due to vandalism or accident and relocation of the fiber line required by the Customer.

Service Interruptions: Service to Customer’s location may be interrupted for: (a) scheduled maintenance (usually during off-hours such as between 12:00 AM and 3:00 AM local time); (b) emergency maintenance; or (c) as otherwise set forth in the Agreement.

Service Not to Be Resold: While Customer can resell Internet connectivity, Customer cannot resell the Service in its entirety to another person or entity without the express prior written consent of Velocity. If Customer resells Internet connectivity to end users, Customer is responsible for: (a) providing the first point of contact for end user support inquiries; (b) providing software fulfillment to end users; (c) running its own primary and secondary domain name service (DNS) for

end users; (d) registering end users' domain names; (e) using BGP routing to the Velocity Network, if requested by Velocity; (f) collecting route additions and changes, and providing them to Velocity; and (g) registering with the appropriate agency all IP addresses provided by Velocity to Customer that are allocated to end users.

Term: The "Service Activation Date" shall be the date the Internet Service is available to route IP packets to Customer's site. The term of any High Speed Internet Service ordered hereunder shall commence upon the Service Activation Date and will automatically renew, expire, and terminate according to the terms of the Agreement.

**EXHIBIT B
CONTACT LIST**

Velocity Communications, Inc. Contact List

First:	Technical Support	Phone: (877) 623-3550 option 3 Email: support@velotech.net
Final:	Travis Finch, President/CEO	Phone: (877) 623-3550 ext. 3005 Email: tf@velotech.net

Trinity County Contact List

First:	Michael Singleton Network Administrator	Phone: (530) 623-1263 Cell: (530) 623-4761 Email: msingleton@trinitycounty.org
Final:		Phone: Cell: Email:

**AMENDMENT NO. 2
TO
VELOCITY COMMUNICATION, INC.
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 18-060.1
BETWEEN
THE COUNTY OF TRINITY
AND
VELOCITY COMMUNICATIONS, INC.**

WHEREAS, a Contract was entered into the 17th day of July, 2018 and Amended on 21st day of December, 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **Velocity Communications Inc.** ("Contractor"), to provide high speed internet service, customer premises equipment, and routine maintenance services; and

WHEREAS, the Contract provides for a termination date of November 02, 2024; and

WHEREAS, the parties wish to:

1. Update Service Agreement, outlining new term; and
2. Update options available to Trinity County IT Department under Exhibit B – Services Attachment; and
3. Make this amendment effective as of 04/01/2023

WHEREAS, the Contract provides for amendments;

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

1. Replace Exhibit A "High Speed Internet Service Agreement" entered into on the 17th day of July 2018 with "Internet Service Agreement 08-2021 for increase in Mbps – IT Exhibit A".
2. Exhibit B Service Attachment, includes all options to the IT department for services at the request of IT to increase or decrease based on the options and fees that include discounts.
3. This amendment shall become effective 04/01/2023

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

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 16th day of April, 2024.

COUNTY OF TRINITY:

CONTRACTOR:

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

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

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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

EXHIBIT A
SERVICES ATTACHMENT

(Exhibit A “High Speed Internet Service Agreement,” - High Speed Internet Service Agreement” entered into on the 17th day of July 2018)

100/100 Mbps Internet Service	\$500.00 per month (after 63% discount)
Routine Maintenance Fee	\$0 per month
Installation/Provisions Fee	\$0
Term	24 Months
Static IP Address	\$4.95 per address per month
Non-Routine Maintenance Fee	\$70 per hour

EXHIBIT B
SERVICES ATTACHMENT

(includes all options to the IT department for services at the request of IT to increase or decrease based on the options and fees that include discounts.)

Term	Amount
250/250 Mbps Internet Service	\$500.00 per month (82% discount)
500/500 Mbps Internet Service	\$750.00 per month (82% discount)
1/1 Gbps Internet Service	\$1,000.00 per month (79% discount)
Routine Maintenance Fee	\$0 per month
Installation/Provisions Fee	\$0
Term	60 Months
(127) Class C Static IP Address	\$63.50 per month
Non-Routine Maintenance Fee	\$70 per hour

Customer Requirements/Building Access Agreements: Customer is responsible for all work on the Customer side of the Demarcation Point, including securing its own rights and related costs to access, occupy, and conduct typical telecommunication operations (which may include, but not be limited to, construction permits and underlying rights, access agreements and fees, lateral and riser fees, cross-connects, coordination at any third-party owned Location, and where applicable, necessary space for Velocity's fiber termination panel.) Where applicable, Customer is also responsible for securing rights for Velocity to access each building and providing all necessary cable pathways (all the above, collectively, "Customer Requirements"). Any delay in Customer providing such Customer Requirements may delay Velocity from completing work at any location.

Non-Routine Maintenance Charges: Customer shall pay and reimburse Velocity for Non-Routine Maintenance of Velocity's network within twenty (20) days of the date of Velocity's invoice therefor. Non-Routine Maintenance shall include but is not limited to (a) work necessitated by Customer's negligence or willful misconduct, (b) Customer's elective maintenance or repair requests, (c) Forces Majeure as defined in Article 6, including repair of storm damage, cable cuts, repair of damage due to vandalism or accident and relocation of the fiber line required by the Customer.

Service Interruptions: Service to Customer's location may be interrupted for: (a) scheduled maintenance (usually during off-hours such as between 12:00 AM and 3:00 AM local time); (b) emergency maintenance; or (c) as otherwise set forth in the Agreement.

Service Not to Be Resold: While Customer can resell Internet connectivity, Customer cannot resell the Service in its entirety to another person or entity

without the express prior written consent of Velocity. If Customer resells Internet connectivity to end users, Customer is responsible for: (a) providing the first point of contact for end user support inquiries; (b) providing software fulfillment to end users; (c) running its own primary and secondary domain name service (DNS) for

end users; (d) registering end users' domain names; (e) using BGP routing to the Velocity Network, if requested by Velocity; (f) collecting route additions and changes, and providing them to Velocity; and (g) registering with the appropriate agency all IP addresses provided by Velocity to Customer that are allocated to end users.

Term: The "Service Activation Date" shall be the date the Internet Service is available to route IP packets to Customer's site. The term of any High Speed Internet Service ordered hereunder shall commence upon the Service Activation Date and will automatically renew, expire, and terminate according to the terms of the Agreement.

TRINITY COUNTY

Item Report 3.13

Meeting Date: 4/16/2024

Department:
Probation/Collections

Contact:
Ruby Fierro

Phone:
(530)623-1204 ext132

3.13 Letter in Opposition of SB 1057: Elementary and secondary education: omnibus bill

Requested Action:

Authorize the Chairman to sign a letter in opposition of SB 1057: Elementary and secondary education: omnibus bill.

Fiscal Impact:

No fiscal impact.

Summary:

The Chief Probation Officer asks the Board of Supervisors to express opposition to AB 1057. This bill establishes mechanisms for the State to withhold funding to counties. It creates instability in the juvenile continuum and service delivery responses, especially as probation is responsible for the entire juvenile justice continuum. Additionally, it is not clear what problem this bill seeks to address – existing law and practices already reflect multi-agency and stakeholder collaboration and transparent reporting to the state.

ATTACHMENTS:

Description
Letter of Opposition



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613
PHONE (530) 623-1217 FAX (530) 623-8365

April 16, 2024

The Honorable Caroline Menjivar
California State Senate
1020 O Street, Suite 6720
Sacramento, CA 95814

RE: SB 1057 (Menjivar) – Juvenile Justice Coordinating Council.

Dear Senator Menjivar,

On behalf of Trinity County, we write to express our opposition to SB 1057.

In Trinity County, there are few service providers or non-government community-based organizations to refer people to. The Probation Department has consistently been proactive in providing evidenced based programs and promising practices for youth and their caregivers. Instability of the funding that supports these programs is of the utmost concern.

The increase of board members and “at least 50 percent community representatives...” would be an additional challenge to overcome. An increase in the annual number of meeting requirements would be another challenge to overcome. These challenges then result in additional distractions from providing the key services provided by the professionals and community volunteers who are striving to serve the community through direct services.

SB 1057 Overarching Impacts

- Disrupts meaningful and long-standing coordination and service delivery in local systems that upends progress that has been seen locally over the last decade to divert youth out of the system.
- Conflates SB 823 implementation challenges with longstanding prevention and diversion efforts through this program
- Establishes mechanisms for the State to withhold funding to counties.
- Creates instability in the juvenile continuum and service delivery responses, especially as probation is responsible for the entire juvenile justice continuum.
- It is not clear what problem this bill seeks to address – existing law and practices already reflect multi-agency and stakeholder collaboration and transparent reporting to the state.

Sincerely,

Cc: Honorable Members and Consultants of the Senate Committee on Public Safety

TRINITY COUNTY

Item Report 3.14

Meeting Date: 4/16/2024

Department:
Probation/Collections

Contact:
Ruby Fierro

Phone:
(530)623-1204 ext132

3.14 Letter in opposition of AB 2882: California Community Corrections Performance Incentives.

Requested Action:

Authorize the Chairman to sign a letter in opposition of AB 2882; California Community Corrections Performance Incentives.

Fiscal Impact:

No fiscal impact.

Summary:

The Chief Probation Officer asks the Board of Supervisors to express opposition to AB 2882. This measure would amend the composition of the local Community Corrections Partnership (CCP) and the CCP Executive Committee; specify new plan development and processing requirements at the local level; and add considerable new CCP data collection and reporting requirements.

ATTACHMENTS:

Description

Letter in Opposition of AB 2882

AB 2882 (McCarty)- CPOC Oppose

AB 2882 McCarty co coalition oppose-auth=APS



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613
PHONE (530) 623-1217 FAX (530) 623-8365

April 16, 2024

The Honorable Kevin McCarty
California State Assembly
1020 O Street, Suite 5610
Sacramento, CA 95814

RE: AB 2882 (McCarty) - California Community Corrections Performance Incentives.

Dear Senator McCarty,

On behalf of Trinity County, we write to express our opposition to AB 2882. This measure would amend the composition of the local Community Corrections Partnership (CCP) and the CCP Executive Committee; specify new plan development and processing requirements at the local level; and add considerable new CCP data collection and reporting requirements.

While passage of AB 2882 would have many consequences, specific to Trinity County, the additional process elements, data collection and reporting are a significant concern. Trinity County is a small rural community with a limited work force. Even if funds were increased to better support these changes, it would not likely be enough to hire and maintain additional staff and it would be yet another process and set of requirements to add to the existing work force. There is no problem that exists in Trinity County that AB 2882 is responsive to. AB 2882 would only further impede the professionals working to serve the community by adding more distraction.

The expansion of the CCP Executive Committee appears to rebalance the composition away from a multi-agency public safety collaboration focused on community corrections to one that prioritizes behavioral health considerations. The composition and balance of the CCP Executive Committee was designed with the primary focus of 2011 Realignment in mind – public safety, a responsibility that resides primarily at the local government level. Behavioral health services are a critically important component of addressing the needs of the justice-involved population, but only one aspect.

Sincerely,

Cc: Honorable Members and Consultants of the Assembly Appropriations Committee

EXECUTIVE COMMITTEE

President

Chief Kelly Vernon
Tulare County

President Elect

Chief Steve Jackson
San Joaquin County

Secretary/Treasurer

Chief Esa Ehmen-Krause
Contra Costa County

Legislative Chair

Chief Kirk Haynes
Fresno County

Past Presidents

Chief Mark J. Bonini
Amador County

Chief Brian Richart
El Dorado County

Chief John Keene
San Mateo County

Chief Jennifer Branning
Lassen County

Bay Region Chair

Chief Katherine Miller
San Francisco - J County

Central Region Chair

Chief Robert Reyes
San Luis Obispo County

North Region Chair

Chief Izen Locatelli
Mendocino County

Sacramento Region Chair

Chief Jeff Goldman
Nevada County

South Region Chair

Chief Tamika Nelson
San Diego County

Executive Director

Karen A. Pank

Deputy Director

Rosemary Lamb McCool

2150 River Plaza, Suite 310
Sacramento, CA 95833

T 916.447.2762

www.cpoc.org



CHIEF PROBATION OFFICERS
OF CALIFORNIA

March 28, 2024

The Honorable Kevin McCarty
California State Assembly
1020 O Street, Suite 5610
Sacramento, CA 95814

Subject: AB 2882 – CPOC Oppose

Dear Assembly Member McCarty,

On behalf of the Chief Probation Officers of California (CPOC), we respectfully oppose AB 2882. The approach in the bill redirects vital public safety planning in response to new duties and populations shifted to the counties pursuant to Public Safety Realignment. We are concerned the bill upends the existing purpose and mission which is still a critical component to the public safety response in our communities due to the historic shift of population from state control to local control. The current framework breaks down silos and fosters collaboration to inform the important local planning framework that was developed as a direct response to the State transferring responsibility of a significant new public safety population to counties.

In 2011, Governor Brown signed AB 109 (Chapter 15, Statutes of 2011), which reflected a landmark shift in the State's approach to criminal justice through the transfer of criminal justice service delivery and responsibility to counties. This was done against the backdrop of a ruling by the US Supreme Court for the State to immediately drive down their population. The State, in a historic collaboration with the counties, had to develop a mechanism to avoid mass releases without regard to public safety. The result of that collaboration was a process that enabled local governments to plan for this shift in responsibility. Associated with this realigned responsibility was the investment of funding to counties to carry out the transfer of populations and duties. Shifting the responsibilities for the justice population that was previously handled by the state to local counties required not only a funding shift, but protections that would enable counties to support the necessary investments to minimize the public safety impact.

Any roll back or impediments that threatens county operations under the guise of redirecting focus and/or resources away from the entities tasked with the responsibility of providing public safety is misguided, ill-advised and exacerbates public safety concerns.

Public safety realignment, by its very framework, was designed with the goal of supporting each county to develop responses to the new duties, specifically the impacted jail and probation populations. While it is true that the populations being shifted have behavioral health needs, it is inaccurate to assume that is the only need of our populations or that Realignment was done to singularly address the delivery of behavioral health treatment. The population in which the Community Corrections Partnership (CCP's) develop plans to support, require a multi-dimensional approach to meet a plethora of needs including jobs, housing, and education while also addressing criminogenic factors, safety risks, and court orders to balance accountability and rehabilitation. All these factors, in addition to behavioral health, impact our ability to supervise these populations safely and successfully.

Finally, it is inaccurate to assume that behavioral health needs are not already taken into account in CCP planning and resources and it is important to remember that funding for behavioral health needs of the justice population is not singularly contained within CCP funding. In fact, the state made changes to the Affordable Care Act (ACA) at the time and there are many other funding sources since, that have been identified for this population's behavioral health and substance use disorder needs. The very purpose of probation is to align all of the needs, not elevate one over another in order to take on the job that was previously handled by the state. The CCP plays a critical role in coordinating local responses to address these many factors that not only serve the Realigned population but do so with the equally important outcome of public safety. The expertise of probation as re-entry experts supports the balance of our public safety mission through individualized responses and services for our populations. Placing other initiatives into this process as contemplated in this bill, will by definition redirect attention from the original purpose of the CCP while ignoring all the other planning and funding sources intended specifically for behavioral health treatment.

Setting forth a new purpose of CCPs is not integration, it is redirection. Counties, specifically jails and probation, were given new populations to serve with the CCP being the corresponding mechanism to plan for these individuals through collaborative and locally responsive approaches. CCP's bridge across disciplines to plan for the successful and safe handling of these responsibilities and advise the Board of Supervisors. Repurposing this important planning process will have the impact of subordinating public safety to only one of the many needs of the realigned population.

For these reasons, we are opposed to AB 2882.

Sincerely,

A handwritten signature in black ink that reads "Danielle Sanchez". The signature is written in a cursive, flowing style.

Danielle Sanchez
Legislative Director

Cc: All Members and Consultants of the Assembly Public Safety Committee



March 27, 2024

The Honorable Kevin McCarty
Chair, Assembly Public Safety Committee
1021 O Street, Suite 5610
Sacramento, CA 95814

**RE: AB 2882 (McCarty) - California Community Corrections Performance Incentives.
As introduced 2/15/2024 – OPPOSE
Set for hearing 4/2/2024 – Assembly Public Safety Committee**

Dear Assembly Member McCarty:

On behalf of the California State Association of Counties (CSAC), the Urban Counties of California (UCC), and the Rural County Representatives of California (RCRC), we write to jointly express our respectful opposition to AB 2882. This measure would amend the composition of the local Community Corrections Partnership (CCP) and the CCP Executive Committee; specify new plan development and processing requirements at the local level; and add considerable new CCP data collection and reporting requirements.

The objective of AB 2882 appears to seek reprioritization of an existing community corrections revenue stream to address the behavioral health treatment needs of justice-involved individuals. However, we are concerned that the measure focuses on the oversight and planning associated with a single subaccount in isolation, without considering (1) that the justice-involved population realigned to counties pursuant to AB 109 in 2011 has many needs, including but not limited to behavioral health treatment needs, (2) other revenue sources brought to bear in supporting the populations in counties' care, and (3) other important policy changes that took place concurrent to 2011 Realignment, as well as more recent initiatives that fundamentally revise behavioral health funding and service delivery at the local level.

Our associations agree that the state and counties together must continue exploration of how best to improve behavioral health care for those in our communities, including justice-involved individuals. However, we have a number of specific concerns related to the approach contemplated in AB 2882.

- ***This measure inappropriately presumes that the Community Corrections Subaccount is the main fund source for the care and treatment of the county justice-involved population and that system-involved individuals have no other service needs beyond behavioral health treatment.*** While behavioral health treatment is a priority at the local level, by bringing this new data collection and reporting responsibility under the purview of the CCP, the changes contemplated in AB 2882 to the CCP structure appear to be based on the inaccurate assumption that the Community Corrections Subaccount is the main fund source to support the treatment needs of justice-involved individuals. If the intent of this measure is to develop a comprehensive picture of local behavioral health investments, the study would need to include the impact of the Affordable Care Act expansion on the justice-involved population, other behavioral health-related programs and funding in 2011 Realignment, other jail medical and mental health budget investments, local behavioral health funding gaps, the potential impacts of the justice-involved initiative of CalAIM, as well as the Behavioral Health Services Act enacted in Proposition 1 (2024). The isolated focus on the Community Corrections Subaccount inappropriately excludes a vast array of other local investments as well as complex and varied funding and policy developments that have come to pass since 2011. Furthermore, robust behavioral health treatment planning and collaboration, including public safety stakeholder engagement, is already included in the integrated plans specified in Proposition 1.
- ***Proposed changes to the CCP and CCP Executive Committee¹ do not align with assigned functions and could result in unintended consequences.*** There are distinct differences between the role and responsibilities of the CCP and its Executive Committee. AB 2882 appears to conflate the two bodies and their responsibilities. The full CCP has primary authority over the Community Corrections Performance Incentive Act (SB 678) implementation – an incentive-based program that shares state correctional savings with county probation departments associated with reductions in prison admissions from local felony supervision. The expertise of the proposed new CCP members does not appear to align with the original and primary responsibility of the CCP. Secondly, the expansion of the CCP Executive Committee appears to rebalance the composition away from a multi-agency public safety collaboration focused on community corrections to one that prioritizes behavioral health considerations. While these funds are often used to fund behavioral health treatment for justice-involved individuals, the composition and balance of the CCP Executive Committee was designed with the primary focus of 2011 Realignment in mind – public safety, a responsibility that resides primarily at the local government

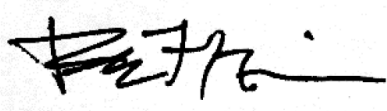
¹ The CCP was created pursuant to the enactment of SB 678 (Ch. 608, Statutes of 2009), while the creation of the CCP Executive Committee was a feature added by AB 109 (Ch. 15, Statutes of 2011), as subsequently amended in AB 117 (Ch. 39, Statute of 2011), to develop a local community corrections plan.

level. Behavioral health services are a critically important component of addressing the needs of the justice-involved population, but only one aspect. Finally, it also is important to note that county behavioral health treatment planning occurs through other structured processes with local collaboration and with ultimate expenditure authority resting with the county Board of Supervisors.

- ***Higher levels of service associated with CCP responsibilities – including new plan requirements and reporting responsibilities – must be accompanied by an appropriation.*** Provisions in Proposition 30 (2012)² require the state to provide a new appropriation to support new and higher levels of service associated with programs and responsibilities realigned in 2011. Even though we believe that the proposed new plan elements as well as additional data collection and reporting requirements are unnecessary and inappropriate, if they were enacted, additional state funding would be required both for the specific plan elements amended into Penal Code section 1230.1 as well as data collection and reporting responsibilities in new Penal Code section 1230.2 before counties would be obligated to carry out these new functions.

For these reasons, CSAC, UCC, and RCRC must respectfully oppose this measure. We welcome an opportunity to more fully discuss the specific aspects of our position outlined above. Please feel free to contact Ryan Morimune at CSAC (rmorimune@counties.org), Elizabeth Espinosa at UCC (ehe@hbeadvocacy.com), or Sarah Dukett at RCRC (sdukett@rcrcnet.org) for any questions on our associations' perspectives. Thank you.

Sincerely,



Ryan Morimune
Legislative Representative
CSAC



Elizabeth Espinosa
Legislative Representative
UCC



Sarah Dukett
Policy Advocate
RCRC

cc: Members and Counsel, Assembly Public Safety Committee

² California Constitution Section 36(b)(4): "Legislation enacted after September 30, 2012, that has an overall effect of increasing the costs already borne by a local agency for programs or levels of service mandated by the 2011 Realignment Legislation shall apply to local agencies only to the extent that the State provides annual funding for the cost increase. Local agencies shall not be obligated to provide programs or levels of service required by legislation, described in this subparagraph, above the level for which funding has been provided."

TRINITY COUNTY

Item Report 3.15

Meeting Date: 4/16/2024

Department:
Probation/Collections

Contact:
Ruby Fierro

Phone:
(530)623-1204 ext132

3.15 Resolution Surplus County Equipment

Requested Action:

Adopt a resolution which removes from the Probation Department's Capital Asset Inventory listing:
Asset ID # 13198 - Ford 500 Vin#1FAFP26186G176639

Fiscal Impact:

Unknown revenue to Probation.

Summary:

The Probation Department has determined that this vehicle is no longer in a reliable or useful condition.

Discussion:

This vehicle is not safe for staff to drive and will cost more than it's worth to repair.

Alternatives Including Financial Implications:

Deny and provide direction.

Departmental Recommendation:

Approve the resolution.

ATTACHMENTS:

Description

Resolution- Removal of Fixed Asset ID# 13198

RESOLUTION NO. 2024-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY PROBATION DEPARTMENT CAPITAL ASSET
INVENTORY DEPARTMENTAL LISTING:
ASSET ID 13198 2006 FORD**

WHEREAS, THE Trinity County Probation Department has determined that one (1) vehicle is no longer reliable and or useful; and

WHEREAS, pursuant to Trinity County Code section 3.12, removal of this item from the County Listing of Fixed Assets must be authorized by the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity authorize the surplus of the following item and have the item removed from the County's Listing of Fixed Assets;

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin</u>	<u>License</u>	<u>Asset ID#</u>
2006	Ford	500	IFAFP26186G176639	1220709	13198

BE IT FURTHER RESOLVED that the Probation Department directed to auction off in the next salvage sale and /or dispose of as scrap in the most cost-effective manner to be determined by the Trinity County Probation Department.

DULY PASSED AND ADOPTED this ____ day of _____, ____ by the Board of Supervisors of the County of Trinity by motion, second (U), and the following vote:

AYES: Supervisors
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

RIC LEUTWYLER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY

Item Report 3.16

Meeting Date: 4/16/2024

Department:
Sheriff

Contact:
Tim Saxon

Phone:
(530)623-3740

3.16 Agreement: California Department of Boating and Waterways (24-054)

Requested Action:

Approve an agreement with the California Department of Parks and Recreation Division of Boating and Waterways Financial Aid Program for FY 24/25.

Fiscal Impact:

Revenue in the amount of \$114,543.00 to the Lake Patrol budget.

Summary:

This is an annual Agreement that the Sheriff's Office has had since 2011, which provides funding for boating safety and enforcement activities for all of the Trinity County waterways.

The resolution to authorize the Sheriff to sign and accept funds was approved by the Board at the December 19, 2023 Board Meeting.

Alternatives Including Financial Implications:

Deny the agreement and advise staff.

Departmental Recommendation:

It is the staff's recommendation that the Board approve an agreement with the California Department of Parks and Recreation Division of Boating and Waterways Financial Aid Program for FY 24/25.

ATTACHMENTS:

Description

Resolution 2023-149

Program Agreement

RESOLUTION NO. 2023-149

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY, AUTHORIZING
THE SHERIFF OR DESIGNEE, TO APPLY, ACCEPT, AND PARTICIPATE IN
THE 2024/2025 CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND WATERWAYS
FINANCIAL AID PROGRAM**

WHEREAS, funding from the Boating Safety and Enforcement Financial Aid Program helps support the provision of necessary law enforcement services on the waterways of Trinity County; and


WHEREAS, Harbors and Navigation Code Section 663.7(e) and California Code of Regulations Section 6593.4 together require that certain assurances be provided as a condition of receiving such financial aid; and

WHEREAS, the Trinity County Chairperson, Sheriff, or representative, is hereby authorized and directed on behalf of the County of Trinity, a political subdivision of the State of California, to submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 24/25 for funding yet to be determined, and to have signature authority on the application and other program application related documents, to include reimbursement claim forms; and

NOW THEREFORE, BE IT RESOLVED, that the County is authorized to participate in the Fiscal Year 24/25 Boating Safety and Enforcement Financial Aid Program, that the County shall expend for boating safety programs during the year not less than an amount equal to 100% of the amount received by the County from personal property taxes on vessels, and that the County Auditor is authorized to certify the amount of prior year vessel taxes received by the County.

DULY PASSED AND ADOPTED this 19th day of December, 2023 by the Board of Supervisors of the County of Trinity by motion, second (Frasier/Leutwyler), and the following vote:

AYES:	Supervisors Leutwyler, Frasier, Carpenter- Harris, and Cox
NOES:	None
ABSENT:	Gogan
ABSTAIN:	None
RECUSE:	None



JILL COX, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:
Trent Tuthill
Clerk of the Board of Supervisors

By: _____
Deputy



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2024*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF TRINITY*, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of **Governor's Fiscal Year 2024-25 Budget Act**, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$114,543.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ____monthly **OR** ____quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

*Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
715 P Street, 12th floor
Sacramento, CA 95814*

TO AGENCY

*County of Trinity
101 Memorial Drive
Weaverville, CA 96093*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2024**, and ending **June 30, 2025**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. The Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.
- E. Failure by the Agency to comply with the terms of this agreement may jeopardize the Agency's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND
WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF TRINITY

By: _____

Title: _____

Date: _____

“Agency”

TRINITY COUNTY

Item Report 3.17

Meeting Date: 4/16/2024

Department:
Sheriff

Contact:
Tim Saxon

Phone:
(530)623-3740

3.17 Amendment: Central Valley Toxicology, Inc. (20-127.3)

Requested Action:

Approve amendment number 3 to the agreement with Central Valley Toxicology, updating Exhibit B for coroner fee schedule and increasing the maximum cost by \$5,000 per fiscal year, to provide forensic toxicology services.

Fiscal Impact:

Not to exceed \$20,000.00 per fiscal year from the Sheriff's budget.

Summary:

The Trinity County Sheriff's Office has utilized the services of Central Valley Toxicology since 2007 for forensic services and would like to continue.

Alternatives Including Financial Implications:

Deny the amendment and advise staff.

Departmental Recommendation:

It is the staff's recommendation that the Board approve amendment number 3 to the agreement with Central Valley Toxicology, updating Exhibit B and increasing the Maximum Cost to County by \$5,000.00 per fiscal year, to provide forensic toxicology services.

ATTACHMENTS:

Description

Agreement

Amendment 1

Amendment 2

Amendment 3

Exhibit B

20-127

STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
Central Valley Toxicology, Inc.

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 1st day of July 2020, by and between the COUNTY OF TRINITY, a political subdivision of the State of California ("County"), and Central Valley Toxicology, Inc. ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services:
To provide forensic toxicology services; and

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

AGREEMENT

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

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

- IV. TERM OF CONTRACT: This Contract shall commence on July 1, 2020 and shall terminate on June 30, 2023, unless sooner terminated in accordance with the terms hereunder. The term of this agreement shall be automatically renewed for successive periods of 3 years each thereafter, unless either party gives written notice of termination to the other at least 45 days prior to the termination of the initial term or a successive renewal term.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance as mutually agreed upon between parties. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$15,000.00 per fiscal year, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

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

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

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

- IX. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

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

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

Trinity County
PO Box 1228
Weaverville, CA 96093

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

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

Trinity County
PO Box 1228
Weaverville, CA 96093

- C. The Contractor shall be required to carry professional liability 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

- XXVIII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXIX. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health

Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.

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

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

If to County:


TRINITY COUNTY SHERIFF'S OFFICE
101 MEMORIAL DRIVE / P.O. BOX 1228
WEAVERVILLE, CA 96093
(530)623-8108

If to Contractor:


ROBERT TORRES
CENTRAL VALLEY TOXICOLOGY, INC.
1580 TOLLHOUSE ROAD
CLOVIS, CA 93611

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

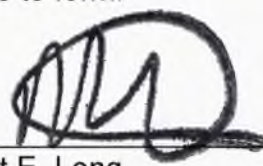
COUNTY OF TRINITY:

By: 
Bobbi Chadwick, Chairman
Trinity County Board of Supervisors
Date: 9/1/2020

CONTRACTOR:

By: 
Name: Bill Posey
Title: LAB Director / President
Date: 9/1/2020

Approved as to form:

By: 
Margaret E. Long
County Counsel

Risk Management Approval:

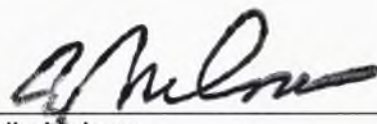
By: 
Shelly Nelson
Human Resources/Risk Management
Director

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

To provide forensic toxicology services.

CORONER'S FEE SCHEDULE

CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS) :	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. Does not include Marijuana.	\$198.00
ADDITIONAL SAMPLE :	Each additional sample add	\$55.00
ROUTINE PANEL (INCLUDES CONFIRMATION/LEVELS):	Ethyl Alcohol, Acetone, Cocaine, Opiates, PCP, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Fentanyl, Tricyclic Antidepressants, and Carisoprodol.	\$155.00
ABUSED DRUG SCREEN:	Cocaine, Opiates, PCP, and Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only)	\$46.00
GENERAL DRUG SCREEN:	Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. (Qualitative Screen Only)	\$83.00
SPECIFIC DRUG SCREEN/CONFIRM/LEVEL:	Screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative)	\$78.00
BLOOD ALCOHOL :	Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$45.00
SOLVENT/NOLATILE:	Methyl Alcohol, Isopropyl Alcohol, Acetone, Benzene, Chloroform, Toluene, etc. with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$78.00
VITREOUS PANEL:	Sodium, Potassium, Chloride, Glucose	\$78.00
UREA NITROGEN:	Urea Nitrogen (Vitreous humor, VUN)	\$30.00
CREATININE :	Creatinine (Vitreous humor)	\$30.00
CARBOXYHEMOGLOBIN :	%Saturation of blood by CO	\$78.00
SUBSTANCE ID:	Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material.	\$105.00
TISSUE PREP:	Mincing/liquefying preparation of tissue sample.	\$38.00
CORONER'S CAP :	A maximum fee of \$550.00 is charged when the individual test fees are in excess of \$550.00 for a final toxicology report. A cap does not include fees charged by an outside lab or other send outs or additional testing after a final report has been issued.	\$550.00

SEND OUTS: Shipping Costs to CVT will be included in Send Out Charges (Heavy Metals, Lithium, Hep C, HIV, etc.)

AtCost

**B.L. POSEY
S.N. KIMBLE
Directors**

July 1, 2020
through June 30,
2022

1580 Tollhouse Road
Clovis, California 93611
11/16
Phone (559) 323-9940
Fax (559) 323-7502

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

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

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

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

Obligations of Business Associate

Business Associate shall:

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

- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

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

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

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

Permissible Requests by Covered Entity

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

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

**Specific Provisions for Use and Disclosures by Business Associate of PHI
Subject to 42 CFR Part 2.**

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

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 20-127 SO)
BETWEEN
THE COUNTY OF TRINITY
AND
Central Valley Toxicology, Inc.

WHEREAS, a Contract was entered into the 1st day of July, 2020 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Central Valley Toxicology, Inc. ("Contractor"), to provide forensic toxicology services; and

WHEREAS, the Contract provides for a termination date of June 30, 2023; and

WHEREAS, the parties wish to:

1. Update Exhibit B.

WHEREAS, the Contract provides for amendments;

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

1. Replace Exhibit B with the updated rates, attached hereto, and incorporated herein, effective July 1, 2022.

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 6th day of December, 2022.

COUNTY OF TRINITY:

CONTRACTOR:

By: 

Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: 11/18/2022

By: 

Name: Eduardo Espinoza
Title: Director
Date: 4/12/23

Approved as to form.

By: 

Margaret E. Long
County Counsel

Risk Management Approval

By: 

Letty Garza
Interim Human Resources/Risk Management

EXHIBIT B

CORONER'S FEE SCHEDULE

CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS):	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 350 drugs and metabolites.	\$210.00
ADDITIONAL SAMPLE:	Each additional sample add (Qual ONLY)	\$100.00
ROUTINE PANEL (INCLUDES CONFIRMATION/LEVELS):	Ethyl Alcohol, Acetone, Cocaine, Opiates, PCP, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Fentanyl, Tricyclic Antidepressants, and Carisoprodol.	\$170.00
ABUSED DRUG SCREEN:	Cocaine, Opiates, PCP, Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only)	\$46.00
GENERAL DRUG SCREEN:	Includes prescription and over-the-counter drugs, over 350 drugs and metabolites. (Qualitative Screen Only)	\$100.00
SPECIFIC DRUG SCREEN/CONFIRM/LEVEL:	Screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative)	\$100.00
BLOOD ALCOHOL:	Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$55.00
SOLVENT/VOLATILE:	Methyl Alcohol, Isopropyl Alcohol, Acetone with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$78.00
VITREOUS PANEL:	Sodium, Potassium, Chloride, Glucose	\$78.00
UREA NITROGEN:	Urea Nitrogen (Vitreous humor, VUN)	\$30.00
CREATININE:	Creatinine (Vitreous humor)	\$30.00
CARBOXYHEMOGLOBIN:	%Saturation of blood by CO	\$78.00
SUBSTANCE ID:	Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material.	\$120.00
TISSUE PREP:	Mincing/liquefying preparation of tissue sample.	\$55.00
CORONER'S CAP:	A maximum fee of \$750.00 is charged when the individual test fees are in excess of \$750.00 for a final toxicology report. A cap does not include fees charged by an outside lab or other send outs or additional testing after a final report has been issued.	\$750.00
SEND OUTS:	Shipping Costs to CVT will be included in Send Out Charges (Heavy Metals, Hep C, HIV confirmation, etc.)	TBD

AMENDMENT NO. 2
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 20-127.1 SO)
BETWEEN
THE COUNTY OF TRINITY
AND
Central Valley Toxicology, Inc.

WHEREAS, a Contract was entered into the 1st day of July, 2020, and amended the 6th day of December 2022 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Central Valley Toxicology, Inc. ("Contractor"), to provide forensic toxicology services; and

WHEREAS, the Contract provides for a termination date of June 30, 2023 and shall be automatically renewed for successive periods of 3 years; and

WHEREAS, the parties wish to:

1. Update Exhibit B.

WHEREAS, the Contract provides for amendments;

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

1. Replace Exhibit B with the updated rates, attached hereto, and incorporated herein, effective July 1, 2023.


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


[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 6th day of December, 2022.

COUNTY OF TRINITY:

CONTRACTOR:

By: 
Jill Cox, Chairman
Trinity County Board of Supervisors
Date: 7/18/2023

By: 
Name: Eduardo Espiritu
Title: Lab Director
Date: 7/20/23

Approved as to form:

Risk Management Approval

By: 
Margaret E. Long
County Counsel


By: 
Elizabeth Hamilton, Interim Director
Human Resources/Risk Management

EXHIBIT B

CORONER'S FEE SCHEDULE

CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS):	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 350 drugs and metabolites.	\$225.00
ADDITIONAL SAMPLE:	Each additional sample add (Qual ONLY)	\$100.00
ROUTINE PANEL (INCLUDES CONFIRMATION/LEVELS):	Ethyl Alcohol, Acetone, Cocaine, Opiates, PCP, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Fentanyl, Tricyclic Antidepressants, and Carisoprodol.	\$175.00
ABUSED DRUG SCREEN:	Cocaine, Opiates, PCP, Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only)	\$47.00
GENERAL DRUG SCREEN:	Includes prescription and over-the-counter drugs. (Qualitative Screen Only)	\$100.00
SPECIFIC DRUG SCREEN/CONFIRM/LEVEL:	Screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative)	\$120.00
BLOOD ALCOHOL:	Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$60.00
SOLVENT/VOLATILE:	Methyl Alcohol, Isopropyl Alcohol, Acetone with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$82.00
VITREOUS PANEL:	Sodium, Potassium, Chloride, Glucose	\$80.00
UREA NITROGEN:	Urea Nitrogen (Vitreous humor, VUN)	\$30.00
CREATININE:	Creatinine (Vitreous humor)	\$30.00
CARBOXYHEMOGLOBIN:	%Saturation of blood by CO	\$78.00
SUBSTANCE ID:	Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material.	\$130.00
TISSUE PREP:	Mincing/liquefying preparation of tissue sample.	\$55.00
CORONER'S CAP:	A maximum fee of \$850.00 is charged when the individual test fees are in excess of \$850.00 for a final toxicology report. A cap does not include fees charged by an outside lab or other send outs or additional testing after a final report has been issued.	\$850.00
SEND OUTS:	Shipping Costs to CVT will be included in Send Out Charges (Heavy Metals, Hep C, HIV confirmation, etc.)	TBD

AMENDMENT NO. 3
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 20-127.2 SO)
BETWEEN
THE COUNTY OF TRINITY
AND
Central Valley Toxicology, Inc.

WHEREAS, a Contract was entered into the 1st day of July, 2020, and amended the 6th day of December 2022, and amended the 18th day of July 2023 ("Contract") by and between the COUNTY OF TRINITY ("County"), and Central Valley Toxicology, Inc. ("Contractor"), to provide forensic toxicology services; and

WHEREAS, the Contract provides for a termination date of June 30, 2023 and shall be automatically renewed for successive periods of 3 years; and

WHEREAS, the parties wish to:

1. Update Exhibit B.
2. Increase Maximum Cost to County.

WHEREAS, the Contract provides for amendments;

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

1. Replace Exhibit B with the updated rates, attached hereto, an incorporated herein, effective July 1, 2024.
2. Section VII of the agreement with Central Valley Toxicology, Inc. is hereby amended to read as follows: Maximum Cost to County: Notwithstanding any other provision of this agreement, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$20,000.00 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 2nd day of April, 2024.

COUNTY OF TRINITY:

CONTRACTOR:

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

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

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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



CORONER'S FEE SCHEDULE

CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS):	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 350 drugs and metabolites.	\$235.00
ADDITIONAL SAMPLE:	Each additional sample add (Qual ONLY)	\$105.00
ROUTINE PANEL (INCLUDES CONFIRMATION/LEVELS):	Ethyl Alcohol, Acetone, Cocaine, Opiates, PCP, Amphetamines, Barbiturates, Benzodiazepines, Methadone, Fentanyl, Tricyclic Antidepressants, and Carisoprodol.	\$185.00
ABUSED DRUG SCREEN:	Cocaine, Opiates, PCP, Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only)	\$48.00
GENERAL DRUG SCREEN:	Includes prescription and over-the-counter drugs. (Qualitative Screen Only)	\$105.00
SPECIFIC DRUG SCREEN/CONFIRM/LEVEL:	Screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative)	\$125.00
BLOOD ALCOHOL:	Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$63.00
SOLVENT/VOLATILE:	Methyl Alcohol, Isopropyl Alcohol, Acetone with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	\$86.00
VITREOUS PANEL:	Sodium, Potassium, Chloride, Glucose	\$83.00
UREA NITROGEN:	Urea Nitrogen (Vitreous humor, VUN)	\$31.00
CREATININE:	Creatinine (Vitreous humor)	\$31.00
CARBOXYHEMOGLOBIN:	%Saturation of blood by CO	\$78.00
SUBSTANCE ID:	Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material.	\$200.00
TISSUE PREP:	Mincing/liquefying preparation of tissue sample.	\$57.00
CORONER'S CAP:	A maximum fee of \$1000.00 is charged when the individual test fees are in excess of \$1000.00 for a final toxicology report. A cap does not include fees charged by an outside lab or other send outs or additional testing after a final report has been issued.	\$850.00

SEND OUTS: Shipping Costs to CVT will be included in Send Out Charges (Heavy Metals, Hep C, HIV confirmation, etc.) TBD

E. Espiritu, PhD
Director

1580 Tollhouse Road
Clovis, California 93611
Phone (559) 323-9940
Fax (559) 323-7502

TRINITY COUNTY

Item Report 3.18

Meeting Date: 4/16/2024

Department:
Transportation

Contact:
Panos Kokkas

Phone:
5306231365

3.18 Amendment No.1 : Highway Specialty Company Inc. (23-143)

Requested Action:

Approve amendment number 1 to the agreement with Highway Specialty Company, Inc. extending the term to December 31, 2024 ; increasing the maximum cost by \$16,225; updating exhibit A& B; increasing the scope of work and amending the Fee schedule to repair guardrail damage during an accident on Hyampom Road on 1/24/24.

Fiscal Impact:

Up to additional \$16,225 from Road Funds to be reimbursed by insurance company for the responsible accident party.

Summary:

An accident occurred on Hyampom Rd. on January 24, 2024 when a party crashed into the guardrail near PM 7.5. The driver of the vehicle works for a delivery service and the insurance provider is working with the Senior Accountant at the Department of Transportation in regard to the costs of the repair for reimbursement..

This type of repair is highly specialized and Highway Specialty Company Inc. is qualified to make the repairs. While currently under contract for a separate guardrail accident repair down in the south county area it makes sense to add this additional accident damage as an amendment. The Department of Transportation has received and approved a proposal for the additional repair job on Hyampom Rd. The contract will be increased for additional costs of \$16,225 as itemized in Exhibit B and an extension of contract time to December 31, 2024 will add time for the repair work to be completed.

Alternatives Including Financial Implications:

Deny the amendment and provide direction to staff.

Departmental Recommendation:

Approve the amendment as submitted and authorize the Chairman to sign.

ATTACHMENTS:

Description

23-143.1

Exhibit B

Signed Contractor page for amendment
23-143

**AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 23-143)
BETWEEN
THE COUNTY OF TRINITY
AND
HIGHWAY SPECIALTY COMPANY INC.**

WHEREAS, a Contract was entered into the 3rd day of October, 2023 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **HIGHWAY SPECIALTY COMPANY INC.** ("Contractor"), to provide repair approximately 125 feet of guardrail and end terminal on Van Duzen Rd. damaged by truck accident; and

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

WHEREAS, the parties wish to:

1. Increase the Scope of Services; and
2. Add Fee Schedule for the amendment; and
3. Increase Maximum Cost of contract; and
4. Extend the Contract Performance time; and
5. Extend the Term of the contract.

WHEREAS, the Contract provides for amendments;

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

1. I. SCOPE OF SERVICES: Shall be amended to read: Contractor agrees to provide all of the services described in Exhibit A and Exhibit B.
2. VI. FEES: Shall be amended to read: The fees for furnishing services under this Contract shall be based on the rate schedules which are attached hereto as Exhibit A and Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
3. VII. MAXIMUM COST TO COUNTY: Shall be amended to read: 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 \$46,225, including direct non-salary expenses.

4. V. CONTRACT PERFORMANCE TIME: Shall be amended to read: All the work required by this Contract shall be completed and ready for acceptance no later than December 31, 2024. Time is of the essence with respect to this Contract.

5. IV. TERM OF CONTRACT: Shall be amended to read: This Contract shall commence on October 3, 2023 and shall terminate on December 31, 2024 unless sooner terminated in accordance with the terms hereunder.

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 ____ day of _____, 20__.

COUNTY OF TRINITY:

CONTRACTOR:

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

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

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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





Highway Specialty Company, Inc.

TRAFFIC SAFETY SUPPLY, TRAFFIC CONTROL, SIGNS AND GUARDRAIL

MAILING: PO BOX 141 PALO CEDRO, CA 96073
SACRAMENTO OFFICE: 4212 ROSEVILLE ROAD NORTH HIGHLANDS, CA
REDDING OFFICE: 6591 EASTSIDE ROAD REDDING, CA
EUREKA OFFICE: 4031 US-101 EUREKA, CA
LICENSE # 1003147 A, C13, C31, C32, C61-D42, A UNION CONTRACTOR
PHONE 530-949-5685 FAX 855-846-5806

CALIFORNIA CERTIFIED SMALL BUSINESS # 1559500 DIR REGISTRATION # 1000022123

ATTENTION ESTIMATOR:

March 27, 2024
QUOTE VALID FOR 15 DAYS

PROJECT: **HYAMPOM ORAD 7.5**
CONTRACT #:
BID DATE: **March 27, 2024**
FROM: **MATT MARRIOTT**

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	ALT IN-LINE TERMINAL SYSTEM	EA	1.000	13,275.00	\$ 13,275.00
2	TRAFFIC CONTROL	LS	1.000	2,950.00	\$ 2,950.00
				Total	\$ 16,225.00



MOBILIZATIONS; Guardrail (1) ADDITIONAL \$7,750.00

1. Traffic control by others. Work is to be done in standard weekday shift
 2. All items must be taken together
 3. Price quote is good for 15 days. HSC is to notified within 5 Bussiness days if this quote is used.
 4. If requested, subcontractor will furnish surety bonds on HSC's surety or AGC forms only. Permium of 2% of subcontracted amount on project less than two years. Additional fees may apply if longer than two years.
 5. PRICE FOR CONSTRUCTION AREA SIGNS INCLUDES; N/A
 6. PRICE FOR CONSTRUCTION AREA SIGNS EXCLUDES; PORTABLE RADAR FEEDBACK SIGNS AND CMS
 7. Excludes all additional licenses, permits. If Special Insurance verbage or wavier is needed there may be additional charges
 8. Highway Specialty excludes all LCS Inputs, Status or Closures and Traffic related items.
 9. Items do not include grade, removal of concrete, backfill, compaction or grading for all items
 10. Excludes all clearing, trimming and grubbing for all items
 11. Does not include temporary protection, removal or resetting of Temporary Barrier or Crash Cushions, Barricades, Cones, Safety Railing, Dust Control, Embankment Widening, QC Testing and or Sampling, WPCP, LCP and or training or employees
 12. Except for Treated Wood Waste, all Items exclude handling, managing, storage, or disposal of, contaminated and/or hazardous materials, water and/ or waste, and/or Allrially deposited lead, and/or Abestos, and/ or exisiling paint systems
 13. 15 foot is needed for access for HSC to perfrom work with a drivable surface to the work area.
 14. All Items exclude WPCP, WPCP BMPs, WPC Training and Maintence
 15. Highway Specialty Excludes any and all Coring, Cutting, Saw Cutting or Patching or AC or Concrete
 16. Concrete Washout to be provided by others with 500 Feet of concrete pours
 17. Excludes Staining, Coloring or Powder Coating of all items
 18. Excludes Temporary Shut Down of Power Shutdowns if required
 19. Excludes all Survery Controls, Staking, Layout, Locating of Existing Facilities, as Builts and/or Record of Drawings
 20. Excludes all eletrical work items; installation, removal, pipes, repair of contractor eletrical, maintianing Eletrical system
 21. HSC will USA pre-existing utililites. Utilities/ Contractor Underground Work installed under this contract are to be located and marked by others prior to HSC move-in.
 22. Repair of work installed under this contract and damaged by public or contractor to be reimbursed by others
 23. Contractor to supply a secure yard with proper BMPs
 24. Contractor to supply bathroom and proper wash down facilities.
- Unless HSC In performing barrier work. Excludes holers In barrier for all connections and or drilling of holes.
25. A contract and 20 working days written notice is required for scheduling
 26. All USA Locations Mark Out to be done by others and must be completed prior to Highway Specialty notifying USA service alert and starting work.
 27. Price for construction area signs includes install, removal, initial covering if required and dating of ramp signs. No maintenance
 28. CAS price excludes changage message signs and flashing beacons if not noted above
 29. All Conctruction Area Signs, Crash Cushions, Barricades, Channelizer, Delineators, Temp barriers are considered rental and shall remain the sole proerty of HSC
 30. Highway Specialty will charge prime contractor full replacment cost for any signs missing or damaged during or at the end of the contract
 31. Highway Specialty will charge prime contractor full replacment cost/ repairs cost of PCMS, Radar, AFADs that are missing or damaged at the end of contract
 32. Should this Quote be accepted by the Prime Contractor, these details in there entirety must be included in the subcontract agreement as quoted. Contractor's signature, or by first allowing HSC to begin work on the project, shall severe as evidence of acceptance of the above conditions

THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING FOR YOUR SIGN AND TRAFFIC CONTROL NEEDS.
PLEASE FEEL FREE TO CONTACT ME AT (530)949-5685 OR VIA EMAIL AT MATTM@HIGHWAYSPECIALTY.COM

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this ____ day of _____, 20__.

COUNTY OF TRINITY:

CONTRACTOR: Highway Specialty Co. Inc

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

By: _____
Name: Gerilee Shinn
Title: RMD
Date: 4/4/2024

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

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

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
HIGHWAY SPECIALTY COMPANY, INC.**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 3rd day of October 2023, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **HIGHWAY SPECIALTY COMPANY, INC. ("Contractor")**.

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Repair approximately 125 feet of guardrail and end terminal on Van Duzen Rd damaged by truck accident; 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 October 3, 2023 and shall terminate on June 30, 2024, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than June 30, 2024. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit A. 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 \$30,000.00, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

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

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

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

- IX. **INSURANCE:** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

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

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

Trinity County
PO Box **2490**
Weaverville, CA 96093

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

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

Trinity County
PO Box **2490**
Weaverville, CA 96093

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

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

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

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

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

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

Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

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

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

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

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

XIX. TERMINATION:

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

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

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

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

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

- XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of both parties.
- XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor and Compensation or Fees to be Paid to Contractor

- XXVIII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXIX. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.

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

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

If to County:

***Trinity County Department of Transportation
PO Box 2490
Weaverville, Ca 96093
(530)623-1365***

If to Contractor:

***Matt Marriott
Highway Specialty Company, Inc.
6591 Eastside Rd.
Redding, Ca 96001
(530)949-5631***

XXXII. 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.

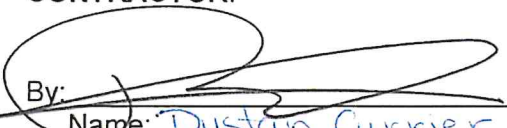
[signature page to follow]

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

COUNTY OF TRINITY:

CONTRACTOR:

By: _____
Jill Cox, Chairman
Trinity County Board of Supervisors
Date: _____

By:  _____
Name: Dustin Currier
Title: President
Date: 10/5/2023

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

By: _____
Trent Tuthill, Interim Director
Human Resources/Risk Management

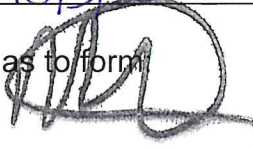
IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

CONTRACTOR:

By: 
Jill Cox, Chairman
Trinity County Board of Supervisors
Date: 10/31/2023

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

Approved as to form: 
By: _____
Margaret E. Long
County Counsel

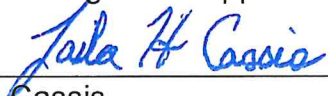
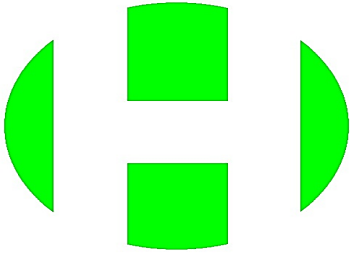
Risk Management Approval
By: 
Laila Cassis
Human Resources/Risk Management

EXHIBIT A

**SERVICES TO BE PROVIDED BY CONTRACTOR AND
COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**



Highway Specialty Company, Inc.

TRAFFIC SAFETY SUPPLY, TRAFFIC CONTROL, SIGNS AND GUARDRAIL

MAILING: PO BOX 141 PALO CEDRO, CA 96073

SACRAMENTO OFFICE: 4212 ROSEVILLE ROAD NORTH HIGHLANDS, CA

REDDING OFFICE: 6591 EASTSIDE ROAD REDDING, CA

EUREKA OFFICE: 4031 US-101 EUREKA, CA

LICENSE # 1003147 C13, C31, C32, C61-D42, A UNION CONTRACTOR

PHONE 530-949-5685 FAX 855-846-5806

CALIFORNIA CERTIFIED SMALL BUSINESS # 1559500 DIR REGISTRATION # 1000022123

ATTENTION ESTIMATOR:

August 18, 2023

QUOTE VALID FOR 15 DAYS

PROJECT: **Van Duzen Guardrail Repair**

CONTRACT #:

BID DATE: **August 18, 2023**

FROM: **Matt Marriott**

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Flagging	LS	1.000	4,950.00	\$ 4,950.00
2	Replace Damage MGS	LS	125.000	140.00	\$ 17,500.00
3	FLEAT END TERMINAL	EA	1.000	5,500.00	\$ 5,500.00
					\$ 27,950.00



ESTIMATED TRAFFIC DAYS (1) GUARDRAIL
USA TO BE MARKED BY OTHERS TO BE CALLED IN BY HSC.
ALL UNDERGROUND TO BE LOCATED PRIOR TO THE INSTALATION OF PINS. HSC WILL NOT BE HELD RESPONSIBLE FOR UNMARKED ITEMS
ALL ITEMS MUST BE TAKEN TOGETHER.
BOND RATE AT 2% PAYABLE BY PRIME CONTRACTOR
CAS PRICE IS FOR PLAN SHEET TD-1 SHEET 07 OF 12.
PRICE EXCLUDES ALL OTHER CONSTRUCTION AREA SIGNS, PORTABLE RADAR FEEDBACK SIGNS AND CMS
EXCLUDES ALL ADDITIONAL LICENSES, PERMITS. IF SPECIAL INSURANCE VERBAGE OR WAVIER NEEDED THERE MAY BE EXTRA CHARGE
ITEMS DO NOT INCLUDE GRADE OR PADS FOR TRAILERS
EXCLUDES ALL CLEARING, TRIMMING AND GRUBBING FOR ALL ITEMS
DOES NOT INCLUDE OF K RAIL OR CRASH CUSHIONS
15 FOOT IS NEEDED FOR ACCESS FOR HSC TO PERFROM WORK
EXCLUDES TEMPORARY SHUT DOWN OF OVERHEAD POWER
DRIVEABLE SURFACE TO WORK AREA BY OTHERS
EXCLUDES TEMPOARY TRAFFIC PROTECTION
EXCLUDES ALL ELETRICAL WORK ITEMS; INSTALLATION, REMOVAL, PIPES OR ETC...
ALL CONTRACTOR UNDERGROUND TO BE LOCATED AND MARKED BEFORE MOBILIZATION
CONTRACTOR TO SUPPLY SECURE YARD
CONTRACTOR TO SUPPLY BATHROOM AND PROPER WASH DOWN FACILITIES
A CONTRACT AND 15 WORKING DAYS WRITTEN NOTICE REQUIRED FOR SCHEDULING
HIGHWAY SPECIALTY EXCLUDES ANY AND ALL CORING, CUTTING OR PATCHING OF AC OR CONCRETE.
ALL USA LOCATIONS MARK OUT TO BE DONE BY OTHERS AND MUST BE COMPLETED PRIOR TO HIGHWAY SPECIALTY NOTIFYING
UNDERGROUND SERVICE ALERT AND STARTING WORK.
PRICE FOR CONSTRUCTION AREA SIGNS INCUDES INSTALL, REMOVAL, INITIAL COVERING IF REQUIRED AND DATING OF RAMP SIGNS. NO MAINTENANCE.
CAS PRICE EXCLUDES CHANGEABLE MESSAGE SIGNS
ALL CONSTRUCTION AREA SIGNS, CRASH CUSHION, BARRICADES AND K RAIL ARE CONSIDERED RENTAL AND SHALL REMAIN THE SOLE PROPERTY OF HIGHWAY
SPECIALTY. PRIME CONTRACTOR WILL BE CHARGED FULL REPLACEMENT COSTS FOR ANY SIGNS MISSING OR DAMAGED AT THE END OF CONTRACT.
SHOULD THIS QUOTE BE ACCEPTED BY THE PRIME CONTRACTOR, THESE DETAILS IN THEIR ENTIRETY MUST BE INCLUDED IN THE SUBCONTRACT.

THANK YOU FOR THE OPPORTUNITY TO PROVIDE PRICING FOR YOUR SIGN AND TRAFFIC CONTROL NEEDS.
PLEASE FEEL FREE TO CONTACT ME AT (530)949-5685 OR VIA EMAIL AT MATTM@HIGHWAYSPECIALTY.COM

TRINITY COUNTY

Item Report 3.19

Meeting Date: 4/16/2024

Department:
Transportation

Contact:
Panos Kokkas

Phone:
623-1365

3.19 MOU - Cal Fire Conservation Camp Program (24-055)

Requested Action:

Approve an memorandum of understanding with Cal Fire to provide assistance with the performance of conservation projects such as fuels management and hazards reduction in the County of Trinity, and ratify the Director of Transportation's signature on the memorandum of understanding.

Fiscal Impact:

Up to \$25,000 from Airport and Road Funds.

Summary:

Cal Fire has a Conservation Camp Program that can provide assistance for fire reduction services that are needed in Trinity County. By utilizing inmates and wards of the State for Conservation Camp crews under their supervision, work will be provided in areas of fuels management and hazard reduction. Trinity County will prepare project proposals and provide for costs identified under the MOU. Cal Fire is a State Agency that is qualified and prepared to provide these highly beneficial and proactive services to the County

Discussion:

Our most recent MOU with Cal Fire expired in January 2024. This agreement will be effective February 1, 2024 and will go through June 2025.

Although the agreement provided by Cal Fire and submitted here for ratification has two empty lines representing a Master Agreement number and MOU number, after research by the DOT administration it has been determined that the Master Agreement number is no longer required and the MOU number will be the County's contract number as assigned by this action.

Alternatives Including Financial Implications:

Deny the ratification of the Cal Fire State Agency MOU and provide direction to staff

Departmental Recommendation:

Ratify the MOU for Cal Fire assistance

ATTACHMENTS:

Description

Cal Fire MOU

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING
FC-31 (Rev. 11/10)
MOU # _____ Master Agreement # _____

This Memorandum of Understanding (**MOU**) is made and entered into by and between the California Department of Forestry and Fire Protection (**CAL FIRE**) and _Trinity County Department of Transportation_ (**Sponsor**).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
 1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
 3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
 4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
 1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
 2. Sponsor further recognizes the resources of CAL FIRE are limited, and the public service conservation work of CAL FIRE may be altered in priority from time to time.
 3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
 4. The Parties agree that any justified delays by either party shall be excused, and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.
- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU takes effect shall remain in effect until June 30, 2025, unless terminated prior to that date by 60 days written notice from one party to the other.

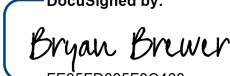
IT IS AGREED:

CAL FIRE

Date: 3/27/2024

SPONSOR Trinity County Department of Transportation


Date: _____

DocuSigned by:

By: FE35FD685E0C468...

Print Name: **Bryan Brewer**

Title: **Admin Fire Captain**

Address: **3325 Pettijohn Rd
Lewiston, CA 96052**


By: Digitally signed by Panos Kokkas
DN: c=US, cn=Panos Kokkas,
o=Trinity County, ou=Department
of Transportation,
email=pkokkas@trinitycounty.org
Date: 2024.03.27 12:07:16 -07'00'

Print Name: Panos Kokkas

Title: Director of Transportation

Address: PO Box 2490
Weaverville, Ca 96093

TRINITY COUNTY

Item Report 3.20

Meeting Date: 4/16/2024

Department:
Trinity County Transportation
Commission

Contact:
Panos Kokkas

Phone:
530-623-1365

3.20 Resolution: 23/24 Low Carbon Transit Operations Program

Requested Action:

Adopt a resolution which executes the Fiscal Year 23/24 Low Carbon Transit Operations Program for Trinity Transit.

Fiscal Impact:

No impact to the General Fund; revenue in the amount of \$43,599 for Trinity Transit.

Summary:

Pursuant to Health and Safety Code section 39719(b)(1)(B), the California State Controller's Office shall allocate five percent of the annual proceeds from the Greenhouse Gas Reduction Fund to the Low Carbon Transit Operations Program (LCTOP). The allocation is made according to the requirements of the Low Carbon Transit Operations Program and pursuant to the distribution formula in sections 99312(b) or (c), 99313, and 99314 of the Public Utilities Code.

Caltrans is responsible for ensuring that the statutory requirements of the program are met in terms of project eligibility, greenhouse gas (GHG) reductions, disadvantaged community benefits, and other requirements of law.

Discussion:

Under PUC §99313 and §99314 Trinity County will receive \$43,599 for the 2023/2024 Fiscal Year, available July 1, 2024. Trinity Transit is the only transit operator eligible for LCTOP funds under the Trinity County Transportation Commission. It is proposed that FY 23/24 LCTOP funds be combined with future LCTOP allocations to construct the first phase of Zero Emission Bus (ZEB) Infrastructure at the Trinity Transit Bus Parking Lot. FY 23/24 LCTOP funds will be combined with FY 24/25, 25/26, and 26/27 LCTOP funds, making this a four-year rollover project.

The accrual of LCTOP funds for the construction of ZEB Infrastructure will ensure Trinity Transit meets the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation for transit agencies to transition to a full ZEB fleet by 2040.

Staff recommendation to transition to Battery Electric Buses (BEBs) and/or Fuel Cell Electric Buses (FCEB) will be determined by the ZEB Feasibility Study, which is estimated to be completed by June 30, 2025. The ZEB Feasibility Study will also include a System Charging Fueling Infrastructure Plan, to model location and number of charging and/or fueling stations

needed to optimize operational efficiencies and service reliability.

To receive the allocated LCTOP funds of \$43,599 (Exhibit A), TCTC must adopt an authorizing resolution for the Executive Secretary to execute all required documents of the LCTOP program and any amendments with Caltrans (Exhibit B).

Alternatives Including Financial Implications:

Deny the resolution and advise staff. Failure to adopt will result in loss of LCTOP funding.

Departmental Recommendation:

Adopt the resolution as requested.

ATTACHMENTS:

Description

PUC_99313

PUC_99314

LCTOP ELIGIBLE ALLOCATION

LCTOP CERTS AND ASSURANCES

LCTOP RESOLUTION



PUBLIC UTILITIES CODE - PUC

DIVISION 10. TRANSIT DISTRICTS [24501 - 107025] (*Division 10 repealed and added by Stats. 1955, Ch. 1036.)*

PART 11. PROVISIONS APPLICABLE TO ALL PUBLIC TRANSIT [99000 - 99582] (*Part 11 added by Stats. 1968, Ch. 1325.)*

CHAPTER 4. Transportation Development [99200 - 99420] (*Chapter 4 added by Stats. 1971, Ch. 1400.)*

ARTICLE 6.5. Transportation Planning and Development Account [99310 - 99319] (*Article 6.5 repealed and added by Stats. 1982, Ch. 322, Sec. 3.)*

99313. (a) From the funds made available pursuant to subdivision (c) of Section 99312 and paragraph (2) of subdivision (a) of Section 99312.1, an amount shall be allocated by the Controller to each transportation planning agency and county transportation commission, and the San Diego Metropolitan Transit Development Board based on the ratio of the population of the area under its jurisdiction to the total population of the state. The Controller shall base these allocations on a report prepared by the Department of Transportation. On or before June 30 of each year, the Department of Transportation shall prepare and submit to the Controller a report detailing the population of each transportation planning agency and county transportation commission, and the San Diego Metropolitan Transit Development Board. For the purpose of this report, the Department of Transportation shall use the most recent population estimates of the Department of Finance and the information provided pursuant to subdivision (b).

(b) To assist the Department of Transportation in determining the populations of the San Diego Metropolitan Transit Development Board, the San Diego Association of Governments, the El Dorado County Transportation Commission, the Placer County Transportation Planning Agency, and the Tahoe Regional Planning Agency for the purpose of subdivision (c) of Section 99312 and paragraph (2) of subdivision (a) of Section 99312.1, each of those entities, on or before June 1st of each year, shall provide the department with the population of its respective jurisdiction using the most recent population estimates of the Department of Finance.

(Amended by Stats. 2018, Ch. 92, Sec. 176. (SB 1289) Effective January 1, 2019.)



PUBLIC UTILITIES CODE - PUC

DIVISION 10. TRANSIT DISTRICTS [24501 - 107025] (*Division 10 repealed and added by Stats. 1955, Ch. 1036.)*

PART 11. PROVISIONS APPLICABLE TO ALL PUBLIC TRANSIT [99000 - 99582] (*Part 11 added by Stats. 1968, Ch. 1325.)*

CHAPTER 4. Transportation Development [99200 - 99420] (*Chapter 4 added by Stats. 1971, Ch. 1400.)*

ARTICLE 6.5. Transportation Planning and Development Account [99310 - 99319] (*Article 6.5 repealed and added by Stats. 1982, Ch. 322, Sec. 3.)*

99314. (a) From funds made available pursuant to subdivision (b) of Section 99312 and paragraph (1) of subdivision (a) of Section 99312.1, an amount shall be allocated by the Controller to each transportation planning agency and county transportation commission, and the San Diego Metropolitan Transit Development Board. The allocation shall include an amount corresponding to the STA-eligible operators within the jurisdiction of each transportation planning agency and county transportation commission, and the San Diego Metropolitan Transit Development Board. The amount allocated to a transportation planning agency and county transportation commission, and the San Diego Metropolitan Transit Development Board shall be based on the ratio that the total qualifying revenue of all STA-eligible operators in the area under jurisdiction of the agency, commission, or board bears to the total qualifying revenue of all STA-eligible operators in the state.

(b) For purposes of this section and Section 99314.3, “qualifying revenue” means fare revenues, including fares generated for community transit services under contract with the STA-eligible operator, and any other funds used by the operator in the delivery of transit service, except federal and state funds. The revenue amount for each STA-eligible operator shall be determined from the annual report submitted to the Controller pursuant to Section 99243. Revenue used for capital expenditures or depreciation shall not constitute qualifying revenue. The revenue share for the Altamont Corridor Express and the Southern California Regional Rail Authority shall be determined by the qualifying revenues reported to the Controller in accordance with subdivision (b) of Section 99314.1 and subdivision (b) of Section 99314.2, respectively.

(c) An STA-eligible operator qualifies to receive STA funding pursuant to this section beginning on the date when it commences revenue passenger service. A new STA-eligible operator shall notify the Controller in writing that it has commenced revenue passenger service within 10 business days of beginning the service. A new STA-eligible operator that commences revenue passenger service before August 1 of a fiscal year shall be eligible to receive funds in that fiscal year based on the qualifying revenue reported to the Controller two years before that fiscal year, consistent with subdivision (e). If a new STA-eligible operator commences revenue passenger service on or after August 1 of a fiscal year, the Controller shall calculate the operator’s pro rata share of STA funds under this section for that fiscal year based on the date the operator commenced revenue passenger service. That amount shall be added as an adjustment to an operator’s STA funding for the subsequent fiscal year, and the adjustment shall be drawn as an off-the-top reduction from the first quarter of STA funds under this section.

(d) The Controller shall determine allocation amounts pursuant to this section based on the qualifying revenue reported two years before the fiscal year in which the funds are allocated.

(e) Qualifying revenue for a given fiscal year shall not exceed an STA-eligible operator’s annual operating expenses, as reported to the Controller. Operating expenses include, but are not limited to, the direct cost of operating transit service, payments by the STA-eligible operator for community transit service provided by entities that are not eligible to receive funds directly pursuant to

subdivision (a) of Section 99314.3, administrative costs, and routine maintenance. Operating expenses do not include transfers from an operating budget to a capital account.

(f) For the purpose of allocating funds pursuant to this section, Section 99314.1, and 99314.2, “STA-eligible operator” includes the Altamont Corridor Express and the Southern California Regional Rail Authority. The revenue share for these operators shall be based on the qualifying revenue used to operate the systems consistent with subdivision (b), including fares and the amounts contributed by the parties to the cooperative service agreement in the case of the Altamont Corridor Express, and by the member agencies in the case of the Southern California Regional Rail Authority.

(g) Funds allocated by the Controller to a transportation planning agency or county transportation commission, or the San Diego Metropolitan Transit Development Board pursuant to this section shall be allocated by the agency, commission, or board to STA-eligible operators pursuant to Section 99314.3.

(Amended by Stats. 2018, Ch. 92, Sec. 177. (SB 1289) Effective January 1, 2019.)



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

February 29, 2024

County Auditors
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Low Carbon Transit Operations Program

Pursuant to Health and Safety Code section 39719(b)(1)(B), the State Controller's Office shall allocate five percent of the annual proceeds from the Greenhouse Gas Reduction Fund to the Low Carbon Transit Operations Program. The allocation is made according to the requirements of the Low Carbon Transit Operations Program and pursuant to the distribution formula in sections 99312(b) or (c), 99313, and 99314 of the Public Utilities Code. Enclosed is a schedule that provides the amounts available for the Fiscal Year 2023-24 Low Carbon Transit Operations Program.

Please contact Lucas Rasmussen by telephone at (916) 323-1374 or by email at LRasmussen@sco.ca.gov with any questions or for additional information.

Sincerely,

Melma Dizon
Manager, Local Apportionments Section

Enclosure

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
ELIGIBLE ALLOCATION FISCAL YEAR 2023-24 SUMMARY

Regional Entity	PUC 99313 Fiscal Year 2023-24 Eligible Allocation	PUC 99314 Fiscal Year 2023-24 Eligible Allocation	Total Fiscal Year 2023-24 Eligible Allocation
	A	B	C= (A + B)
Metropolitan Transportation Commission	\$ 19,995,082	\$ 55,269,315	\$ 75,264,397
Sacramento Area Council of Governments	5,231,238	1,787,558	7,018,796
San Diego Association of Governments	2,532,890	614,399	3,147,289
San Diego Metropolitan Transit System	6,127,969	2,529,595	8,657,564
Tahoe Regional Planning Agency	285,740	16,299	302,039
Alpine County Transportation Commission	3,136	232	3,368
Amador County Transportation Commission	105,519	3,695	109,214
Butte County Association of Governments	544,568	29,404	573,972
Calaveras County Local Transportation Commission	118,904	1,438	120,342
Colusa County Local Transportation Commission	57,667	2,551	60,218
Del Norte County Local Transportation Commission	70,455	3,703	74,158
El Dorado County Local Transportation Commission	460,358	31,332	491,690
Fresno County Council of Governments	2,679,237	482,302	3,161,539
Glenn County Local Transportation Commission	75,850	2,156	78,006
Humboldt County Association of Governments	355,061	59,327	414,388
Imperial County Transportation Commission	475,392	44,961	520,353
Inyo County Local Transportation Commission	50,051	0	50,051
Kern Council of Governments	2,403,703	146,553	2,550,256
Kings County Association of Governments	400,013	16,032	416,045
Lake County/City Council of Governments	176,938	9,033	185,971
Lassen County Local Transportation Commission	74,894	3,384	78,278
Los Angeles County Metropolitan Transportation Authority	25,855,289	34,166,273	60,021,562
Madera County Local Transportation Commission	418,901	13,789	432,690
Mariposa County Local Transportation Commission	44,857	1,322	46,179
Mendocino Council of Governments	236,176	17,341	253,517
Merced County Association of Governments	755,795	35,924	791,719
Modoc County Local Transportation Commission	22,586	1,949	24,535
Mono County Local Transportation Commission	34,847	51,137	85,984
Transportation Agency for Monterey County	1,139,950	355,571	1,495,521
Nevada County Local Transportation Commission	266,785	12,533	279,318
Orange County Transportation Authority	8,309,654	2,983,864	11,293,518
Placer County Transportation Planning Agency	841,345	119,646	960,991
Plumas County Local Transportation Commission	50,316	7,732	58,048
Riverside County Transportation Commission	6,460,992	1,049,961	7,510,953
Council of San Benito County Governments	173,935	2,741	176,676
San Bernardino County Transportation Authority	5,779,784	1,217,672	6,997,456
San Joaquin Council of Governments	2,082,324	467,292	2,549,616
San Luis Obispo Area Council of Governments	737,282	50,793	788,075
Santa Barbara County Association of Governments	1,166,938	295,605	1,462,543
Santa Cruz County Transportation Commission	694,115	631,662	1,325,777
Shasta Regional Transportation Agency	475,286	24,587	499,873
Sierra County Local Transportation Commission	8,458	322	8,780
Siskiyou County Local Transportation Commission	115,349	4,913	120,262
Stanislaus Council of Governments	1,446,072	82,169	1,528,241
Tehama County Transportation Commission	170,240	3,523	173,763
Trinity County Transportation Commission	42,219	1,380	43,599
Tulare County Association of Governments	1,258,340	132,333	1,390,673
Tuolumne County Transportation Council	144,597	3,680	148,277
Ventura County Transportation Commission	2,186,972	355,085	2,542,057
State Totals	\$ 103,144,069	\$ 103,144,068	\$ 206,288,137

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2023-24 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Eligible Allocation
Altamont Corridor Express*		
Alameda County Congestion Management Agency	\$ NA	\$ 80,673
Santa Clara Valley Transportation Authority	NA	46,542
San Joaquin Regional Rail Commission	NA	260,635
Regional Entity Totals	0	387,850
Metropolitan Transportation Commission		
Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco**	2,032,465,904	36,801,344
Central Contra Costa Transit Authority	12,684,408	229,673
City of Dixon	123,850	2,243
Eastern Contra Costa Transit Authority	6,132,724	111,044
City of Fairfield	2,250,751	40,754
Golden Gate Bridge Highway and Transportation District	138,827,667	2,513,717
Livermore-Amador Valley Transit Authority	6,084,421	110,169
Marin County Transit District	23,726,064	429,602
Napa Valley Transportation Authority	1,722,522	31,189
Peninsula Corridor Joint Powers Board	144,681,126	2,619,704
City of Petaluma	739,065	13,382
City of Rio Vista	39,373	713
San Francisco Bay Area Water Emergency Transportation Authority (WETA)	39,452,081	714,349
San Mateo County Transit District	145,105,738	2,627,393
Santa Clara Valley Transportation Authority	439,800,215	7,963,350
City of Santa Rosa	2,483,478	44,968
Solano County Transit (SOLTRANS)	5,290,076	95,786
County of Sonoma	3,459,517	62,641
Sonoma-Marín Area Rail Transit District	29,993,581	543,086
City of Union City	1,879,467	34,031
City of Vacaville	402,817	7,294
Western Contra Costa Transit Authority	8,044,931	145,668
Regional Entity Subtotals	3,045,389,776	55,142,100
Alameda County Congestion Management Agency - Corresponding to ACE*	NA	80,673
Santa Clara Valley Transportation Authority - Corresponding to ACE*	NA	46,542
Regional Entity Totals	3,045,389,776	55,269,315
Sacramento Area Council of Governments		
City of Davis (Unitrans)	2,957,630	53,553
County of Sacramento	1,189,071	21,530
Sacramento Regional Transit System	88,543,261	1,603,231
Yolo County Transportation District	4,689,895	84,919
Yuba Sutter Transit Authority	1,343,449	24,325
Regional Entity Totals	98,723,306	1,787,558

* The estimated available amounts to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

** The estimated available amounts for Alameda-Contra Costa Transit District, San Francisco Bay Area Rapid Transit District, and the City of San Francisco are combined.

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2023-24 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Eligible Allocation
San Diego Association of Governments		
North County Transit District	33,932,036	614,399
San Diego Metropolitan Transit System		
San Diego Metropolitan Transit System	33,958,141	614,872
San Diego Transit Corporation	62,951,421	1,139,845
San Diego Trolley, Inc.	42,794,978	774,878
Regional Entity Totals	139,704,540	2,529,595
Southern California Regional Rail Authority***		
Los Angeles County Metropolitan Transportation Authority	NA	2,149,581
Orange County Transportation Authority	NA	943,980
Riverside County Transportation Commission	NA	480,353
San Bernardino County Transportation Authority	NA	485,071
Ventura County Transportation Commission	NA	229,883
Regional Entity Totals	0	4,288,868
Tahoe Regional Planning Agency		
Tahoe Transportation District	900,147	16,299
Alpine County Transportation Commission		
County of Alpine	12,816	232
Amador County Transportation Commission		
Amador Transit	204,076	3,695
Butte County Association of Governments		
Butte Regional Transit	1,601,714	29,001
City of Gridley - Specialized Service	22,232	403
Regional Entity Totals	1,623,946	29,404
Calaveras County Local Transportation Commission		
Calaveras Transit Agency	79,417	1,438
Colusa County Local Transportation Commission		
County of Colusa	140,877	2,551
Del Norte County Local Transportation Commission		
Redwood Coast Transit Authority	204,530	3,703
El Dorado County Local Transportation Commission		
El Dorado County Transit Authority	1,730,379	31,332

*** The estimated available amounts to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2023-24 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Eligible Allocation
Fresno County Council of Governments		
City of Clovis	1,770,328	32,055
City of Fresno	22,991,076	416,293
Fresno County Rural Transit Agency	1,875,194	33,954
Regional Entity Totals	26,636,598	482,302
Glenn County Local Transportation Commission		
County of Glenn Transit Service	119,071	2,156
Humboldt County Association of Governments		
City of Arcata	213,054	3,858
Humboldt Transit Authority	3,063,481	55,469
Regional Entity Totals	3,276,535	59,327
Imperial County Transportation Commission		
Imperial County Transportation Commission (ICTC)	2,462,028	44,579
Quechan Indian Tribe	21,107	382
Regional Entity Totals	2,483,135	44,961
Inyo County Local Transportation Commission	None	None
Kern Council of Governments		
City of Arvin	62,152	1,125
City of California City	25,760	466
City of Delano	279,451	5,060
Golden Empire Transit District	5,882,508	106,514
County of Kern	1,194,767	21,633
City of McFarland	12,106	219
City of Ridgecrest	159,250	2,884
City of Shafter	57,568	1,042
City of Taft	360,169	6,521
City of Tehachapi	28,252	512
City of Wasco	31,839	577
Regional Entity Totals	8,093,822	146,553
Kings County Association of Governments		
City of Corcoran	122,620	2,220
Kings County Area Public Transit Agency	762,823	13,812
Regional Entity Totals	885,443	16,032
Lake County/City Council of Governments		
Lake Transit Authority	498,852	9,033
Lassen County Local Transportation Commission		
Lassen Transit Service Agency	186,872	3,384

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2023-24 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Eligible Allocation
Los Angeles County Metropolitan Transportation Authority		
Antelope Valley Transit Authority	20,326,872	368,054
City of Arcadia	1,607,131	29,100
City of Burbank	3,769,842	68,260
City of Claremont	456,234	8,261
City of Commerce	4,235,696	76,695
City of Culver City	15,278,536	276,645
Foothill Transit	67,815,955	1,227,926
City of Gardena	13,772,242	249,371
City of Glendale	8,225,171	148,931
City of La Mirada	874,670	15,837
Long Beach Public Transportation Company	60,542,189	1,096,222
City of Los Angeles	98,801,791	1,788,979
County of Los Angeles	6,316,927	114,379
Los Angeles County Metropolitan Transportation Authority	1,332,273,335	24,123,136
City of Montebello	20,096,742	363,887
City of Norwalk	9,188,277	166,370
City of Pasadena	7,704,457	139,503
City of Redondo Beach	2,905,619	52,611
City of Santa Clarita	26,010,198	470,960
City of Santa Monica	47,544,183	860,870
Southern California Regional Rail Authority***	236,865,779	NA
City of Torrance	20,472,763	370,695
Regional Entity Subtotals	2,005,084,609	32,016,692
Los Angeles County Metropolitan Transportation Authority - Corresponding to SCRRA***	NA	2,149,581
Regional Entity Totals	2,005,084,609	34,166,273
Madera County Local Transportation Commission		
City of Chowchilla	524,476	9,497
City of Madera	169,785	3,074
County of Madera	67,286	1,218
Regional Entity Totals	761,547	13,789
Mariposa County Local Transportation Commission		
County of Mariposa	73,004	1,322
Mendocino Council of Governments		
Mendocino Transit Authority	957,692	17,341
Merced County Association of Governments		
Transit Joint Powers Authority of Merced County	1,025,125	18,561
Yosemite Area Regional Transportation System (YARTS)	958,913	17,363
Regional Entity Totals	1,984,038	35,924

*** The estimated available amounts to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2023-24 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Eligible Allocation
Modoc County Local Transportation Commission		
Modoc Transportation Agency	107,653	1,949
Mono County Local Transportation Commission		
Eastern Sierra Transit Authority	2,824,223	51,137
Transportation Agency for Monterey County		
Monterey-Salinas Transit	19,637,486	355,571
Nevada County Local Transportation Commission		
County of Nevada	369,077	6,683
City of Truckee	323,083	5,850
Regional Entity Totals	692,160	12,533
Orange County Transportation Authority		
City of Laguna Beach	1,910,271	34,589
Orange County Transportation Authority	110,748,483	2,005,295
Regional Entity Subtotals	112,658,754	2,039,884
Orange County Transportation Authority - Corresponding to SCRRA***	NA	943,980
Regional Entity Totals	112,658,754	2,983,864
Placer County Transportation Planning Agency		
City of Auburn	21,830	395
County of Placer	5,410,141	97,961
City of Roseville	1,175,827	21,290
Regional Entity Totals	6,607,798	119,646
Plumas County Local Transportation Commission		
County of Plumas	346,829	6,280
County Service Area 12 - Specialized Service	80,198	1,452
Regional Entity Totals	427,027	7,732
Riverside County Transportation Commission		
City of Banning	208,349	3,773
City of Beaumont	318,557	5,768
City of Corona	426,555	7,724
Palo Verde Valley Transit Agency	175,762	3,182
City of Riverside - Specialized Service	493,635	8,938
Riverside Transit Agency	18,329,390	331,885
Sunline Transit Agency	11,506,078	208,338
Regional Entity Subtotals	31,458,326	569,608
Riverside County Transportation Commission - Corresponding to SCRRA***	NA	480,353
Regional Entity Totals	31,458,326	1,049,961

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2023-24 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Eligible Allocation
Council of San Benito County Governments		
San Benito County Local Transportation Authority	151,384	2,741
San Bernardino County Transportation Authority		
Morongo Basin Transit Authority	1,027,787	18,610
Mountain Area Regional Transit Authority	564,732	10,225
City of Needles	58,190	1,054
Omnitrans	34,279,207	620,685
Victor Valley Transit Authority	4,530,204	82,027
Regional Entity Subtotals	40,460,120	732,601
San Bernardino County Transportation Authority - Corresponding to SCRRA***	NA	485,071
Regional Entity Totals	40,460,120	1,217,672
San Joaquin Council of Governments		
Altamont Corridor Express (ACE)*	21,420,132	NA
City of Escalon	51,911	940
City of Lodi	887,825	16,076
City of Manteca	77,826	1,409
City of Ripon	44,345	803
San Joaquin Regional Transit District	10,156,807	183,907
City of Tracy	194,489	3,522
Regional Entity Subtotals	32,833,335	206,657
San Joaquin Regional Rail Commission - Corresponding to ACE*	NA	260,635
Regional Entity Totals	32,833,335	467,292
San Luis Obispo Area Council of Governments		
City of Atascadero	37,783	684
City of Morro Bay	42,401	768
City of San Luis Obispo Transit	821,105	14,868
San Luis Obispo Regional Transit Authority	1,903,882	34,473
Regional Entity Totals	2,805,171	50,793
Santa Barbara County Association of Governments (SBCAG)		
City of Guadalupe	69,525	1,259
City of Lompoc	136,501	2,472
County of Santa Barbara	0	0
Santa Barbara County Association of Governments (SBCAG)	1,620,453	29,341
Santa Barbara Metropolitan Transit District	13,488,703	244,235
City of Santa Maria	906,214	16,409
City of Solvang	104,313	1,889
Regional Entity Totals	16,325,709	295,605

* The amounts allocated to the member agencies of Altamont Corridor Express are included with their corresponding transportation planning agency.

*** The amounts allocated to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2023-24 PUC 99314 ALLOCATION DETAIL

Regional Entity and Operator(s)	Revenue Basis	Fiscal Year 2023-24 Eligible Allocation
Santa Cruz County Transportation Commission		
Santa Cruz Metropolitan Transit District	34,885,448	631,662
Shasta Regional Transportation Agency		
Redding Area Bus Authority	1,357,867	24,587
Sierra County Local Transportation Commission		
County of Sierra - Specialized Service	17,768	322
Siskiyou County Local Transportation Commission		
County of Siskiyou	271,330	4,913
Stanislaus Council of Governments		
Stanislaus Regional Transit Authority	4,244,345	76,852
City of Turlock	293,666	5,317
Regional Entity Totals	4,538,011	82,169
Tehama County Transportation Commission		
County of Tehama	194,589	3,523
Trinity County Transportation Commission		
County of Trinity	76,212	1,380
Tulare County Association of Governments		
City of Porterville	846,792	15,333
City of Tulare	589,094	10,667
County of Tulare	1,191,032	21,565
Tulare County Regional Transit Agency	290,035	5,252
City of Visalia	4,391,535	79,516
Regional Entity Totals	7,308,488	132,333
Tuolumne County Transportation Council		
Tuolumne County Transit Agency	203,234	3,680
Ventura County Transportation Commission		
City of Camarillo	751,079	13,600
Gold Coast Transit District	4,272,461	77,359
City of Moorpark	299,991	5,432
City of Simi Valley	1,167,392	21,138
City of Thousand Oaks	423,749	7,673
Regional Entity Subtotals	6,914,672	125,202
Ventura County Transportation Commission - Corresponding to SCRRA***	NA	229,883
Regional Entity Totals	6,914,672	355,085
STATE TOTALS	\$ 5,696,443,829	\$ 103,144,068

*** The estimated available amounts to the member agencies of Southern California Regional Rail Authority are included with their corresponding transportation planning agency.



**FY 2023-2024 LCTOP
Authorized Agent**

AS THE **Executive Secretary**
(Chief Executive Officer/Director/President/Secretary)

OF THE **Trinity County Transportation Commission**
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Local Assistance. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Sarah Saad, Transportation Planner II OR
(Name and Title of Authorized Agent)

Lisa McNeely, Business Manager OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Panos Kokkas **Executive Secretary**
(Print Name) (Title)

(Signature)

Approved this 16 day of April , 2024

FY 2023-2024 LCTOP Certifications and Assurances

Lead Agency: Trinity County Department of Transportation

Project Title: Phase 1 Zero Emission Bus Infrastructure

Prepared by: Sarah Saad

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.

FY 2023-2024 LCTOP

8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. **The Lead Agency must submit the following LCTOP reports:**
 - a. **Annual Project Activity Reports October 30th each year.**
 - b. **A Close Out Report within six months of project completion.**
 - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
 - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
 - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and

FY 2023-2024 LCTOP

- b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with
Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per CARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with

FY 2023-2024 LCTOP

the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the Civil Rights Department, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all these conditions will be met.

Panos Kokkas

(Print Authorized Agent)

Executive Secretary

(Title)

(Signature)

April 16, 2024

(Date)

RESOLUTION NO. 2024-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY SITTING AS THE TRINITY COUNTY
TRANSPORTATION COMMISSION WHICH AUTHORIZES THE
EXECUTION OF THE LOW CARBON TRANSIT OPERATIONS PROGRAM**

WHEREAS, the Trinity County Transportation Commission (TCTC) is the Regional Transportation Planning Agency (RTPA) for Trinity County; and

WHEREAS, the TCTC is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Caltrans) as the administrative agency for the LCTOP; and

WHEREAS, Caltrans has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors; and

WHEREAS, Trinity Transit, operated by the County of Trinity is the only transit operator in Trinity County eligible to be awarded LCTOP funds under SB 862; and

WHEREAS, the TCTC authorizes the project nomination and allocation request to Caltrans for FY 2023-2024 LCTOP funds, to execute the “Phase 1 Zero Emission Bus Infrastructure” project for Trinity transit in the amount of \$43,599.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Trinity sitting as the Trinity County Transportation Commission, that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects;

BE IT FURTHER RESOLVED that the TCTC authorizes the Executive Secretary to execute all required documents of the LCTOP program and any amendments thereto with Caltrans.

DULY PASSED AND ADOPTED this 16th day of April, 2024 by the Board of Supervisors of the County of Trinity sitting as the Trinity County Transportation Commission by motion, second (/), and the following vote:

AYES: Supervisors
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

RIC LEUTWYLER, CHAIRMAN
Board of Supervisors, sitting as the
Transportation Commission
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

TRINITY COUNTY

Item Report 3.21

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:
Jennifer Dobbs

Phone:
530-623-3975

3.21 Letter of Support - AB 46: Personal income taxes: exclusion: Military Services Retirement and Surviving Spouse Benefit Payment Act

Requested Action:

Authorize Board of Supervisors Chair to sign the letter of support for AB 46: Personal income taxes: exclusion: Military Services Retirement and Surviving Spouse Benefit Payment Act.

Fiscal Impact:

Unknown at this time.

Summary:

AB 46-Ramos, was introduced in 2023 and the bill seeks to exempt military retirement pay and SBP (survivor benefit plan) from the state income tax. Subject bill was held under submission in the Senate Appropriations Committee on September 1, 2023. The California State Commanders Veterans Council, who operates as the collective voice for California's major veterans service organizations, has been working with Assemblymember Ramos and staff and supports the proposed bill. The bill is a 2 year bill and will be worked on during the 2024 legislative session.

Discussion:

The bill would, for taxable years beginning on or after January 1, 2024, and before January 1, 2034, exclude from gross income retirement pay received by a taxpayer from the federal government for service performed in the uniformed services, as defined, during the taxable year. The bill, for taxable years beginning on or after January 1, 2024, and before January 1, 2034, would also exclude from gross income annuity payments received by a qualified taxpayer, as defined, pursuant to a United States Department of Defense SBP during the taxable year.

Passage of subject bill would benefit Trinity County veterans who receive military retirement pay and/or SBP benefits. Approximately 25% of Trinity County veterans would benefit if this bill is passed, potentially putting more dollars into Trinity County. Trinity County, in addition to California as a whole would also be more attractive for retired veterans.

See the attached letter of support.

Departmental Recommendation:

It is the recommendation of the Veterans Service Office to support AB 46 and sign the letter of support.

CAO Recommendation:

Approve as requested

ATTACHMENTS:**Description**

California State Commanders Veterans Council Support Statement

Letter of Support - BOS

Assemblymember Ramos Letter



1415 L Street, Suite 870

Sacramento, CA 95814

Seth Reeb: sethr@water-warrior.com

Dana Nichol: danan@water-warrior.com

CSCVC LEGISLATIVE REPORT-END OF 2023 LEGISLATIVE YEAR; OCTOBER 17, 2023

The California State Legislature adjourned for the 2023 legislative year on September 14. Legislation that survived the legislative process to that point were sent to the Governor for his signature or veto. The Governor had until October 14 to review all of those bills and sign or veto. Below is a listing of the bills that were signed in to law by the Governor. No bills that were supported by the CSCVC were vetoed.

Since 2023 is the first year of the 2023-24 legislative session, next year will have a combination of “2-year bills” and “Second-year bills”.

- 2-Year Bills: Bills introduced in the first year of the session can be carried over in to the next year, provided they did not fail passage in a committee. Usually, these bills were “parked” in their house of origin because it was found they needed more time for the various parties to the bill to work out the bugs, reach agreements, work on amendments, etc. These bills need to pass out of their house of origin by January 31 of the second year. If a bill made it out of its house of origin in the first year, then was parked, it is not constrained by the January 31 deadline in the second year.
- Second-year bills: New legislation may be introduced in the second year of the session. These bills only have that one year to move through the process. There is no 2-year option for these bills. All legislation that did not advance to the Governor by the end of the legislative year automatically dies.

AB 46-Ramos, the bill that sought to exempt military retirement pay and SBP from the state income tax was held under Submission in the Senate Appropriations Committee on September 1. Normally, this action is a de facto death sentence for a bill. However, in the case of AB 46, the Governor’s Department of Finance (DOF) indicated to the author that the bill idea had merit, but a way needs to be found to reduce the hit to the state’s revenues. Assemblyman Ramos has committed to working next year to find a solution in the budget process or some other way to alleviate DOF’s concerns. AB 46 is not bound by the January 31 deadline since it passed its house of origin and is in the Senate. CSCVC is in support of AB 46.

To view all legislation text, amendments, analyses, votes, and status from 2000 to the present:

<https://leginfo.legislature.ca.gov/faces/billSearchClient.xhtml>

“Chaptered” means the bill was signed by the Governor and will become state law on January 1, 2024 (unless the bill states otherwise).

AB 46 **(Ramos D) Personal income taxes: exclusion: Military Services Retirement and Surviving Spouse Benefit Payment Act.**

Status: 9/1/2023-In committee: Held under submission.

Location: 8/14/2023-S. APPR. SUSPENSE FILE

Summary: Would, for taxable years beginning on or after January 1, 2024, and before January 1, 2034, exclude from gross income retirement pay received by a taxpayer from the federal government for service performed in the uniformed services, as defined, during the taxable year. The bill, for taxable years beginning on or after January 1, 2024, and before January 1, 2034, would also exclude from gross income annuity payments received by a qualified taxpayer, as defined, pursuant to a United States Department of Defense Survivor Benefit Plan during the taxable year. The bill would make related findings and declarations.

Position
Support

AB 293 **(Alanis R)** **Lifetime hunting and sport fishing licenses: Gold Star Family members.**
Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 3/29/2023)(May be acted upon Jan 2024)
Location: 5/19/2023-A. 2 YEAR
Summary: Would require, upon application to the Department of Fish and Wildlife, lifetime hunting licenses and lifetime sport fishing licenses to be issued at no cost to Gold Star Family members who meet certain eligibility requirements.

Position
Support

AB 298 **(Mathis R)** **Honoring Our Blind Veterans Act.**
Status: 10/4/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 299, Statutes of 2023.
Location: 10/4/2023-A. CHAPTERED
Summary: Current law would authorize a nonprofit organization that represents blind veterans, in consultation with the Department of General Services, to plan, construct, and maintain a braille American flag to serve as a monument to the blind veterans of California and the United States in the State Capitol Building. The bill would specify duties for the Department of General Services in connection with the planning, construction, and maintenance of the monument. The bill would prohibit the construction of the monument until the Joint Rules Committee of the California Legislature approves and adopts a plan for the monument and the committee and the Department of Finance determine that sufficient private funding is available to construct and maintain the monument.

Position
Support

AB 308 **(Alanis R)** **State parks: free day use pass: Gold Star Family members.**
Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/19/2023)(May be acted upon Jan 2024)
Location: 5/19/2023-A. 2 YEAR
Summary: Would require a pass for free day use of any unit of the state park system that is operated by the state to be issued to Gold Star Family members, as provided.

Position
Support

AB 322 **(Mathis R)** **Veteran and California National Guard Supplemental Orientation Act of 2023.**
Status: 10/13/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 801, Statutes of 2023.
Location: 10/13/2023-A. CHAPTERED
Summary: Would, commencing no later than the 2025-26 academic year, would require each campus of the California State University and the California Community Colleges, and would request each campus of the University of California, to include within first-year student and transfer student orientations the location and contact information of the campus point of contact for students who are veterans of the Armed Forces of the United States and members of the California State Guard and the California National Guard, and their dependents, make available in hard copy form at the location of the campus point of contact a document that includes information on policies, resources, and services for these students and their dependents, as specified, and post the document, along with other information available to these students and their dependents, on the campus's internet website.

Position
Support

AB 531 **(Irwin D)** **The Behavioral Health Infrastructure Bond Act of 2023.**
Status: 10/12/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 789, Statutes of 2023.
Location: 10/12/2023-A. CHAPTERED
Summary: Would provide that projects funded by the Behavioral Health Infrastructure Bond Act of 2024 that provide housing for individuals and families who are experiencing homelessness or who are at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases and are disbursed in accordance with the Multifamily Housing Program, or projects that are disbursed in accordance with the Behavioral Health Continuum Infrastructure Program, are a use by right and subject to the streamlined, ministerial review process. The bill would define use by right for these purposes to mean that the local government's review of the project does not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a project subject to the approval process in CEQA.

Position
Support

AB 569 (Garcia D) California State University: Cybersecurity Regional Alliances and Multistakeholder Partnerships Pilot Program.

Status: 7/27/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 117, Statutes of 2023.

Location: 7/27/2023-A. CHAPTERED

Summary: Current law requires the office of the Chancellor of the California State University to select any number of California State University campuses, with preference given to campuses that have or are developing regional pipeline programs in cybersecurity with the California Community Colleges, to participate in the pilot program through an application and selection process. Current law requires each selected campus to create a pilot program with goals and metrics, measure the impact and results of its pilot program, and annually share the impact and results with the chancellor's office. Current law requires the chancellor's office to annually report the impact and results from each selected campus's pilot program to the Legislature. This bill would require the chancellor's office, on or before July 1, 2028, to submit a report to the Legislature on the pilot program, as provided.

Position
Support

AB 684 (Ta R) County veterans service officers: additional resources.

Status: 5/19/2023-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/3/2023)(May be acted upon Jan 2024)

Location: 5/19/2023-A. 2 YEAR

Summary: Current law requires the Department of Veterans Affairs to disburse funds, appropriated to the department for the purpose of supporting county veterans service officers pursuant to the annual Budget Act, on a pro rata basis, to counties that comply with certain conditions This bill would, upon appropriation by the Legislature, provide a stipend to counties that host an active United States military base for the purposes of maintaining a county veterans service officer, at least part time, at each active United States military base in the county, subject to base approval.

Position
Support

AB 718 (Ta R) Veterans: mental health.

Status: 9/14/2023-Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/11/2023)(May be acted upon Jan 2024)

Location: 9/14/2023-S. 2 YEAR

Summary: Would require the Department of Veterans Affairs to establish a program to fund, upon appropriation by the Legislature, an academic study of mental health among women veterans in California, as specified. The bill would require the department to submit a report summarizing the findings and recommendations of the study to the Legislature no later than July 31, 2025.

Position
Support

AB 883 (Mathis R) Business licenses: United States Department of Defense SkillBridge program.

Status: 10/7/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 348, Statutes of 2023.

Location: 10/7/2023-A. CHAPTERED

Summary: Existing law establishes the Department of Consumer Affairs under the direction of the Director of Consumer Affairs and sets forth its powers and duties relating to the administration of the various boards under its jurisdiction that license and regulate various professions and vocations. This bill would additionally require, on and after July 1, 2024, a board to expedite, and authorize a board to assist, in the initial licensure process for an applicant who supplies satisfactory evidence to the board that the applicant is an active duty member of a regular component of the Armed Forces of the United States enrolled in the United States Department of Defense SkillBridge program, as specified, and would provide that regulations to administer those provisions be adopted in accordance with the rulemaking provisions of the Administrative Procedure Act. This bill contains other existing laws.

Position
Support

AB 988 (Mathis R) Miles Hall Lifeline and Suicide Prevention Act: veteran and military data reporting.

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 460, Statutes of 2023.

Location: 10/8/2023-A. CHAPTERED

Summary: Current federal law, the National Suicide Hotline Designation Act of 2020, designates the 3-digit telephone number "988" as the universal number within the United States for the purpose of the national suicide prevention and mental health crisis hotline system operating through the 988 Suicide and Crisis Lifeline, maintained by the Assistant Secretary for

Mental Health and Substance Use, and the Veterans Crisis Line, which is maintained by the Secretary of Veterans Affairs. Current law creates a separate surcharge, beginning January 1, 2023, on each access line for each month, or part thereof, for which a service user subscribes with a service supplier. Existing law sets the 988 surcharge for the 2023 and 2024 calendar years at \$0.08 per access line per month and beginning January 1, 2025, at an amount based on a specified formula not to exceed \$0.30 per access line per month. Current law authorizes the 911 and 988 surcharges to be combined into a single-line item, as described. Existing law provides for specified costs to be paid by the fees prior to distribution to the Office of Emergency Services. The Miles Hall Lifeline and Suicide Prevention Act creates the 988 State Suicide and Behavioral Health Crisis Services Fund and requires the fees to be deposited along with other specified moneys into the fund. This bill would require an entity seeking moneys from the fund to also include the number of individuals who used the service and self-identified as veterans or active military personnel in its annual expenditure and outcomes report.

Position
Support

AB 1328 (Gipson D) Cosmetology Licensure Compact.

Status: 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was B., P. & E.D. on 5/31/2023)(May be acted upon Jan 2024)

Location: 7/14/2023-S. 2 YEAR

Summary: Would enact the Cosmetology Licensure Compact, the purpose of which is to facilitate the interstate practice and regulation of cosmetology. The compact would require the State Board of Barbering and Cosmetology to grant a multistate license to practice cosmetology to an applicant who meets specified eligibility requirements, including holding an active and unencumbered license to practice cosmetology issued by the board in this state. The compact would require the state to recognize a multistate license issued by each member state as authorizing the licensee to practice cosmetology in this state. The compact would require the board to select a delegate to serve on the Cosmetology Licensure Compact Commission, a joint governmental agency consisting of all member states that have enacted the compact, and would enact specified provisions relating to the establishment, operation, powers, and duties of the commission. The compact would specify procedures for the adoption of rules by the commission for purposes of implementing and administering the compact and would state that the rules of the commission shall have the force of law, except as specified. The compact would require the board to take specified actions relating to the administration and enforcement of the compact, including receiving complaints about individuals practicing cosmetology and communicating investigative information about any adverse action to the other member states through a data system, as specified. The compact would authorize the board to charge a fee to grant a multistate license or for the renewal of a multistate license. The bill would authorize the commission to levy and collect an annual assessment from the state and impose fees on licensees of member states to whom it grants a multistate license to cover the cost of operations and activities of the commission.

Position
Support

AB 1350 (Soria D) Veterans: memorials.

Status: 10/10/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 684, Statutes of 2023.

Location: 10/10/2023-A. CHAPTERED

Summary: Would create the Capitol Park Veterans Memorial Fund. The bill would continuously appropriate the fund to the Department of Veterans Affairs for the purpose of the maintenance and rehabilitation of existing memorials in the State Capitol. The bill would make the department responsible for administering the fund. The bill would require the Department of Veterans Affairs to, in consultation with the California Veterans Board, prioritize memorials that do not have formal support from another body for their maintenance, including, but not limited to, the Vietnam Veterans Memorial. The bill would require the Department of Veterans Affairs and the Department of General Services to collaborate pursuant to a memorandum of agreement to carry out these provisions.

Position
Support

AB 1361 (Hoover R) Property taxation: veteran's exemption: preliminary application.

Status: 10/8/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 473, Statutes of 2023.

Location: 10/8/2023-A. CHAPTERED

Summary: Current property law, pursuant to the authorization of the California Constitution, provides a disabled veteran's tax exemption on specified property, as described. Current law sets forth procedures to claim property tax exemptions. This bill would authorize a county assessor to provide written or electronic determination of preliminary eligibility for the disabled veteran's tax exemption. The bill would make related findings and declarations. This bill would incorporate additional changes to Section 205.5 of the Revenue and Taxation Code proposed by SB 82 to be operative only if this bill and SB 82 are enacted and this bill is enacted last.

Position
Support

AB 1452 (Mathis R) State Capitol: Iraq Afghanistan Kuwait Veterans Memorial monument.

Status: 10/7/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 371, Statutes of 2023.

Location: 10/7/2023-A. CHAPTERED

Summary: Existing law provides for various memorials and monuments on the grounds of the State Capitol. Existing law requires the Department of General Services to maintain state buildings and grounds. This bill would authorize a nonprofit organization representing veterans of the wars in Iraq, Afghanistan, and Kuwait in consultation with the Department of General Services, to plan, construct, and maintain a monument to the veterans of the wars in Iraq, Afghanistan, and Kuwait on the grounds of the State Capitol. The bill would require the nonprofit organization to submit a plan for the monument to the Joint Rules Committee for its review and approval. The bill would require the monument to be funded exclusively from private sources. This bill contains other related provisions and other existing laws.

Position
Support

AB 1462 (Patterson, Jim R) Veteran overdose deaths.

Status: 10/13/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 844, Statutes of 2023.

Location: 10/13/2023-A. CHAPTERED

Summary: Would require the State Department of Public Health to access data within the electronic death registration system to compile a report on veteran drug overdose deaths in California and require the department to annually provide that report to the Legislature and the Department of Veteran Affairs on or before March 15 each year. The bill would require the report to include a cross-tabulation of the specified data and compare it to the data from the previous year. The bill would also require the California Overdose Surveillance Dashboard to reflect overdose deaths by veterans.

Position
Support

AB 1605 (Gallagher R) High schools: military services: United States Space Force.

Status: 9/1/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 142, Statutes of 2023.

Location: 8/29/2023-A. CHAPTERED

Summary: Current law prohibits each school district offering instruction in any of grades 9 to 12, inclusive, that provides on-campus access to employers, from prohibiting access to the military services. Existing law defines "military services" for these purposes to include the United States Army, the United States Navy, the United States Air Force, the United States Marine Corps, the United States Coast Guard, or any reserve component of those federal forces, the National Guard, the State Guard, and the active militia. This bill would additionally prohibit each county office of education and charter school offering instruction in any of grades 9 to 12, inclusive, that provides on-campus access to employers, from prohibiting access to the military services. The bill would expressly include the United States Space Force in that definition.

Position
Support

AB 1745 (Soria D) Public postsecondary education: veterans: waiver of mandatory systemwide tuition and fees.

Status: 10/10/2023-Approved by the Governor. Chaptered by Secretary of State - Chapter 695, Statutes of 2023.

Location: 10/10/2023-A. CHAPTERED

Summary: The Donahoe Higher Education Act prohibits campuses of the segments of the public postsecondary education system in the state from charging mandatory systemwide tuition or fees to specified students who apply for a waiver, including a child of any veteran of the United States military who has a service-connected disability, has been killed in service, or has died of a service-connected disability, where the annual income of the child, including the value of any support received from a parent, does not exceed the national poverty level. This bill would instead require that the annual income of the child not exceed the state poverty level, as defined. The bill would also make nonsubstantive changes to provisions relating to this waiver of mandatory systemwide tuition and fees. To the extent these provisions would add additional duties on community college districts, the bill would impose a state-mandated local program.

Position
Support

SB 73 (Sevarto R) Employment policy: voluntary veterans' preference.

Status: 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 6/21/2023)(May be acted upon Jan 2024)

Location: 7/14/2023-A. 2 YEAR

Summary: Would enact the Voluntary Veterans' Preference Employment Policy Act to authorize a private employer to establish and maintain a written veterans' preference employment policy, to be applied uniformly to hiring decisions, to give a voluntary preference for hiring a veteran over another qualified applicant. The bill would require a private employer with a

veterans' preference employment policy to annually report to the Civil Rights Department the number of veterans hired under the preference policy and any demographic information about those veterans that the employer obtained in response to the department's reporting requirements. Under the bill, failure to submit that report would render any preference granted by the employer ineligible for the protections provided by this bill. The bill would require the department to report that information, in addition to the number of discrimination claims received based on an employer's veterans' preference employment policy, to specified legislative policy committees by July 1, 2026, and July 1, 2028.

Position
Support

SB 82 **(Sevarto R) Property taxation: disabled veterans' exemption: eligibility letters.**

Status: 10/11/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 773, Statutes of 2023.

Location: 10/11/2023-S. CHAPTERED

Summary: Current property tax law provides, pursuant to the authorization of the California Constitution, a disabled veteran's property tax exemption for the principal place of residence of a veteran or a veteran's spouse, including an unmarried surviving spouse, if the veteran, because of an injury incurred in military service, is blind in both eyes, has lost the use of 2 or more limbs, or is totally disabled, as those terms are defined, or if the veteran has, as a result of a service-connected injury or disease, died while on active duty in military service. This bill would require a county assessor to accept an electronically generated letter of service-connected disability, as defined, in lieu of an original letter of service-connected disability, at the discretion of the claimant, for purposes of verifying eligibility for the above-described exemption.

Position
Support

SB 228 **(Roth D) Civilian youth opportunities program.**

Status: 10/10/2023-Approved by the Governor. Chaptered by Secretary of State. Chapter 703, Statutes of 2023.

Location: 10/10/2023-S. CHAPTERED

Summary: Current law authorizes the Adjutant General to conduct a civilian youth opportunities program, known as the "National Guard Youth ChalleNGe Program," consisting of a residential program and post-residential mentoring to serve at-risk teens in areas of the state, including, but not limited to, the San Joaquin Valley and northern California, as specified. This bill would require the Adjutant General to additionally conduct that program in western Riverside County.

Position
Support

SB 289 **(Menjivar D) Identification cards.**

Status: 4/28/2023-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 3/22/2023)(May be acted upon Jan 2024)

Location: 4/28/2023-S. 2 YEAR

Summary: Current law authorizes the Department of Motor Vehicles (DMV) to issue an identification card to an eligible applicant, and requires a fee of \$26 to be paid upon the application to the DMV for the issuance of the identification card, except as specified. Current law prohibits the department from charging a fee for an original or replacement identification card issued to any person who can verify their status as a homeless person or homeless child or youth. This bill would additionally prohibit the department from charging a fee for an original or replacement identification card to an applicant who is a veteran of the United States Armed Forces and can provide the department with a specified veteran verification form.

Position
Support

SB 726 **(Archuleta D) Property taxation: exemption: disabled veteran homeowners.**

Status: 7/10/2023-July 10 set for first hearing canceled at the request of author.

Location: 6/21/2023-A. REV. & TAX

Summary: The California Constitution provides that all property is taxable, and requires that it be assessed at the same percentage of fair market value, unless otherwise provided by the California Constitution or federal law. The California Constitution and current property tax law provide various exemptions from taxation, including, among others, a disabled veterans' exemption and a veterans' organization exemption. This bill would exempt from taxation, on that part of the full value of the residence that does not exceed \$863,790, as provided, property owned by, and that constitutes the principal place of residence of, a veteran, the veteran's spouse, or the veteran and the veteran's spouse jointly, if the veteran is 100% disabled. The bill would provide an unmarried surviving spouse a property exemption in the same amount that they would have been entitled to if the veteran was alive and if certain conditions are met.

Position

SB 783 (Archuleta D) Veterans: suicide.

Status: 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was M. & V.A. on 6/8/2023)(May be acted upon Jan 2024)

Location: 7/14/2023-A. 2 YEAR

Summary: Would authorize the Counties of Los Angeles and Nevada to create a veteran suicide prevention training pilot program to offer individuals in each county specialized training and certification in suicide prevention with military-connected populations. The bill would require the program to train individuals to identify indicators of elevated suicide risk and provide emergency crisis intervention and referrals for veterans, as specified.

Position
Support

SB 811 (Jones R) Teacher credentialing: Interstate Teacher Mobility Compact.

Status: 7/14/2023-Failed Deadline pursuant to Rule 61(a)(10). (Last location was ED. on 6/15/2023)(May be acted upon Jan 2024)

Location: 7/14/2023-A. 2 YEAR

Summary: Current law requires the Commission on Teacher Credentialing to, among other duties, establish standards for the issuance and renewal of credentials, certificates, and permits. Under existing law, California is a party to The Interstate Agreement on Qualification of Educational Personnel, a compact designed to support the movement of teachers and other professional educational personnel among the states party to it, and to authorize specific interstate educational personnel contracts to achieve that end. This bill would ratify the Interstate Teacher Mobility Compact, the purpose of which is to facilitate the mobility of teachers across the member states, with the goal of supporting teachers through a new pathway to licensure. The compact would, among other things, require member states, in their sole discretion, to make certain determinations about teacher licensure for teachers from other member states, as provided, and create and establish a joint public agency known as the Interstate Teacher Mobility Compact Commission. This compact would only become effective if the compact statute is enacted into law in ten member states, as provided.

Position
Support

SB 871 (Archuleta D) Property taxation: homeowners', veterans', and disabled veterans' exemptions.

Status: 9/13/2023-In Assembly. Read first time. Held at Desk.

Location: 9/12/2023-A. DESK

Summary: The California Constitution declares that all property is taxable and establishes or authorizes various exemptions from tax for real property, including a homeowners' exemption in the amount of \$7,000 of the full value of a dwelling that may be applied unless the dwelling receives another real property exemption. The California Constitution and existing property tax law establish a veterans' exemption in the amount of \$4,000, as specified, for a veteran who meets certain military service requirements, and generally exempts from property taxation the same value of property of a deceased veteran's unmarried spouse and parents. The California Constitution and existing property tax law establish a disabled veterans' exemption in the amount of \$100,000 or \$150,000 for the principal place of residence of a veteran or a veteran's spouse, as specified. This bill would provide that if Senate Constitutional Amendment 6 is approved by the voters at the statewide general election scheduled for November 5, 2024, then commencing January 1, 2025, notwithstanding that prohibition, the homeowners' exemption also applies to property on which an owner receives the veterans' exemption or the disabled veterans' exemption.

Position
Support

SB 873 (Bradford D) Prescription drugs: cost sharing.

Status: 9/1/2023-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/23/2023)(May be acted upon Jan 2024)

Location: 9/1/2023-A. 2 YEAR

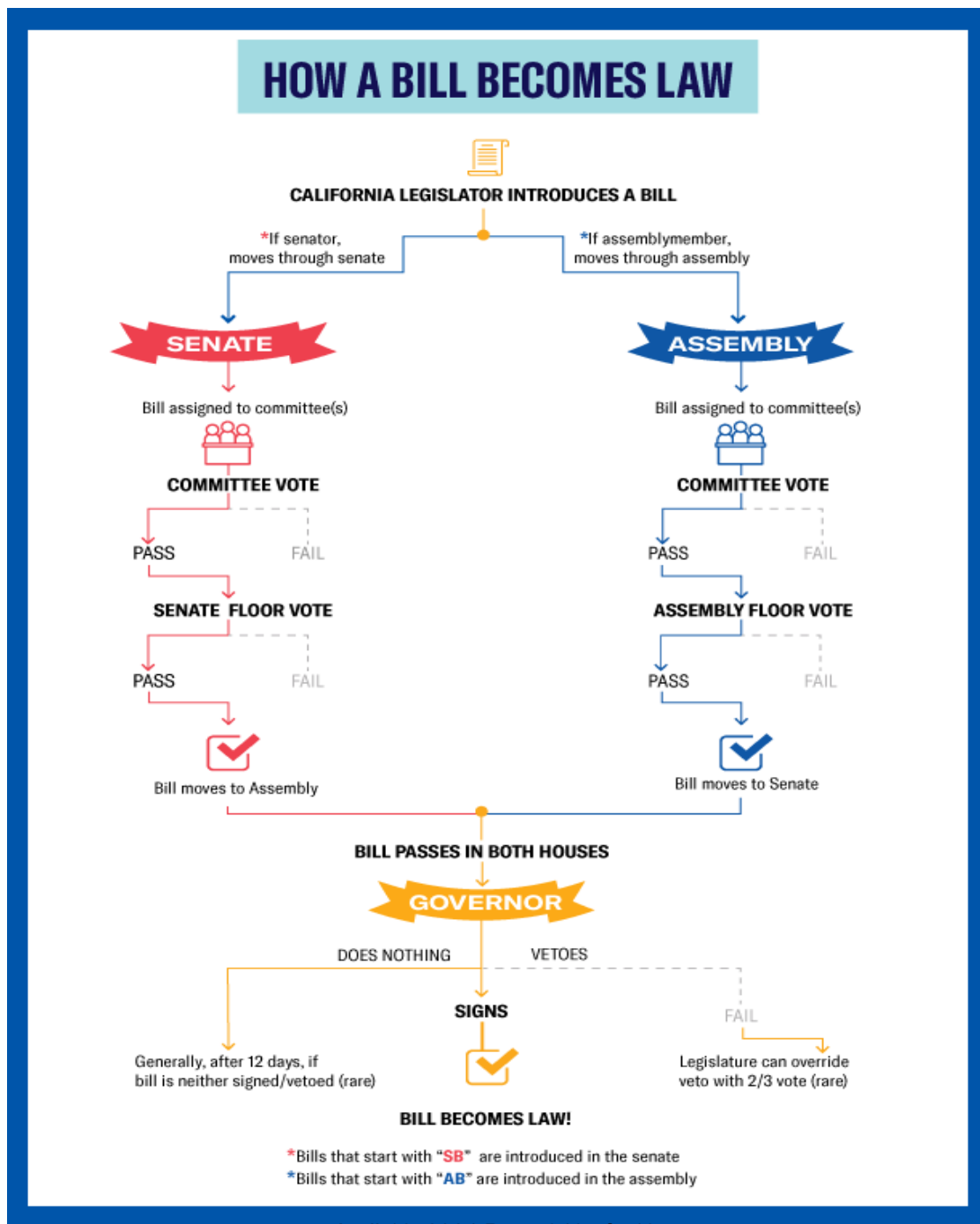
Summary: This bill, commencing no later than January 1, 2025, would require an enrollee's or insured's defined cost sharing for each prescription drug to be calculated at the point of sale based on a price that is reduced by an amount equal to 90% of all rebates received, or to be received, in connection with the dispensing or administration of the drug. The bill would require a health care service plan or health insurer to, among other things, pass through to each enrollee or insured at the point of sale a good faith estimate of the enrollee's or insured's decrease in cost sharing. The bill would require a health care service plan or health insurer to calculate an enrollee's or insured's defined cost sharing and provide that information to the dispensing pharmacy, as specified. The bill would require the department and the commissioner to submit an annual report on the impact of these provisions to the appropriate policy committees of the Legislature, as specified. The bill would make these provisions inoperative on January 1, 2027. This bill contains other related provisions and other existing laws.

SCA 6 (Archuleta D) Property taxation: veterans' exemption.

Status: 9/13/2023-In Assembly. Read first time. Held at Desk.

Location: 9/12/2023-A. DESK

Summary: The California Constitution declares that all property is taxable and establishes or authorizes various exemptions from tax for real property, including a homeowners' exemption in the amount of \$7,000 of the full value of a dwelling unless the dwelling receives another real property exemption. If the Legislature increases the homeowners' exemption, the California Constitution requires that the Legislature provide a benefit increase to qualified renters comparable to the average increase in benefits to homeowners. This measure would allow a dwelling that receives the veterans' exemption or the disabled veteran's exemption to also receive the homeowners' exemption. The measure would authorize the Legislature to exempt property eligible for the veterans' exemption in an amount up to the full value of the property. If the Legislature increases the homeowners' exemption, the measure would require that the Legislature provide the same increase in the veterans' exemption, except as limited by the full value of the property.





TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613
PHONE (530) 623-1217 FAX (530) 623-8365

April 16th, 2024

The Honorable Jesse Gabriel
Chair, Assembly Budget Committee
California State Assembly
Sacramento, CA 95814

The Honorable Sharon Quirk-Silva
Chair, Assembly Budget Subcommittee #5
California State Assembly
Sacramento, CA 95814

RE: Letter of Support for AB46

Dear Chair Gabriel and Quirk-Silva,

Trinity County expresses our strong support for the passage of AB 46, which proposes the exemption of Military Retirement from State Income Taxes in California, to follow suit of many other states. In light of Governor Newsom's proposed 2024 budget, it is imperative that State Legislators take action to pass this bill to prevent further loss of revenue and bolster the state's economy.

The data provided from the Department of Defense highlights the significant loss of revenue California faces annually due to its failure to provide an exemption on military retirement pay from state taxation. With over 24,000 military retirees leaving California since 2010, we cannot afford to continue this trend. Not only does this impact our state's budget and therefore the county budget, but it also has negative repercussions on our economy and communities.

California is home to the largest active-duty military population and numerous military installations, yet it remains one of the only states in the nation without some exemption on military retirement pay from state income taxes. This discrepancy not only affects our ability to retain military retirees but also hampers our competitiveness compared to states like Virginia and Texas, which have seen increases in their military retiree populations due to their tax policies.

The passage of AB 46 would not only reverse the decline in California's military retiree population but also lead to significant economic benefits for our state. Exempting retired military pay from state taxation would result in the addition of thousands of jobs, millions of dollars in total personal income, and billions of dollars in gross domestic or state product. Moreover, providing this exemption is a matter of fairness and recognition of the sacrifices made by our military retirees. These individuals have served our country honorably and deserve to retire in a state that values their contributions. It is disheartening to hear stories of military retirees who, despite their years of service and dedication to California, feel compelled to relocate to states like Alabama, Arizona, Arkansas, Connecticut, Hawaii, Illinois, Indiana, Iowa, Kansas,

AB 46 Letter of Support

April 16, 2024

Page 2 of 2

Louisiana, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, and Wisconsin, all who do not tax military retiree income.

The loss of over \$268 million from income taxes alone, as a result of military retirees leaving California, underscores the urgency of passing AB 46. Additionally, the impact on local sales taxes, vehicle registration fees, property taxes, and contributions to medical facilities further emphasizes the financial strain our state faces.

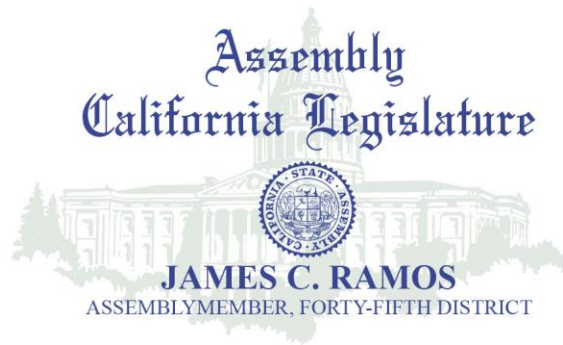
In conclusion, we urge you to support AB 46 and work towards its swift passage out of the Senate Appropriations Committee, followed by Senate approval and ready for Governor signature. By doing so, we can reverse the decline in California's military retiree population, boost our state's economy, and demonstrate our appreciation for the sacrifices made by our veteran community.

Thank you for your attention to this matter, and we look forward to seeing AB 46 advance for the benefit of California and its residents.

Sincerely,

Ric Leutwyler
Chairman

cc: California Senator Mike McGuire, (Senator Pro Tempore)
California Senator Anna M. Caballero, (Chair, Senate Appropriations Committee)
California Senator Scott D. Wiener, (Chair, Senate Budget and Fiscal Review Committee)
Assemblymember James Ramos
Assemblymember Jim Wood
Jennifer Dobbs, Trinity County VSO



March 5, 2024

The Honorable Jesse Gabriel
Chair, Assembly Budget Committee
California State Assembly
Sacramento, CA 95814

The Honorable Sharon Quirk Silva
Chair, Assembly Budget Subcommittee #5
California State Assembly
Sacramento, CA 95814

RE: Budget Request – Fund Military Services Retirement and Surviving Spouse Benefit Payments

Dear Chair Gabriel and Chair Quirk-Silva,

I am writing this letter to respectfully request the full funding for exemption of Military Services Retirement and Surviving Spouse benefit payments within California's Budget. This action would exempt veterans' pensions and survivors' benefits from state taxation and put money back into the pockets of our country's brave veterans and their spouses.

California is home to the largest number of active-duty military personnel in the country, and those who choose to retire in our state bring a multitude of economic benefits to both the state and national economies. Veterans bring unique technical skills to the workforce, filling jobs in the medical, biochemistry, AI, cybersecurity, engineering, and management fields. Such jobs provide immeasurable economic value to the state and the country.

However, California is the only state to tax the pensions of military retirees and surviving spouses, regardless of their many sacrifices to our nation. Our state was one of only five that saw a reduction in the size of its veteran population over the past decade and a half, citing a 17 percent decrease between 2000 and 2016. This slow decline hurts the state's workforce and limits California's potential economic growth from veterans' access to millions of dollars in federal funds after their retirement.

A single decade of exempting retired military pay alone from state taxation will help California and the country add thousands of jobs, millions of dollars in total personal income, billions of dollars in gross domestic or state product, and even more in total business sales. State tax revenues are also expected to increase by upwards of \$28 million after factoring in the full impact of implementation by 2025 through the different revenue channels.

I strongly urge that we prioritize this budget funding to support the men and women who served our country. Thank you for your consideration of this important issue. If you have any questions, Michael Chen in my office can be reached at 916-319-2045 or Michael.Chen@asm.ca.gov.

Sincerely,

James C. Ramos
Assemblymember, 45th District

TRINITY COUNTY
Item Report 4.1

Meeting Date: 4/16/2024

Department:
Board of Supervisors - District
1

Contact:
Ric Leutwyler

Phone:
530-623-1382

4.1 Discuss and Provide Direction: Rural Caucus Bounderies

Requested Action:

Discuss and provide direction on voting for Rural Caucus Boundaries at the CSAC meeting.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description
Maps

CSAC Rural Caucus Sub-Groups for Consideration

April 2024

Rural Caucus Rules

- Can change caucus every 10 years within population thresholds:
 - *Urban Caucus.* Population of at least 700,000
 - *Suburban Caucus.* Population of at least 100,000
 - *Rural Caucus.* The Rural Caucus shall consist of members from the remaining counties in California.
- Rural Caucus has four positions on the Executive Committee (EC):
 - 1 Officer (*Three year term*)
 - 2 EC members (*Two year term*)
 - 1 Alternate (*One year term*)
- Each sub-group must *be* represented by the Officer and two EC members
- Sub-groups are used *only* for election of Rural Caucus officer and EC positions

Current Map



Group A

Del Norte
Humboldt
Inyo
Kings
Lake
Madera
Mariposa
Mendocino
Mono
San Benito

Group C

Alpine
Amador
Calaveras
Colusa
El Dorado
Nevada
Sutter
Tuolumne

Group B

Glenn
Lassen
Modoc
Plumas
Sierra
Siskiyou
Tehama
Trinity
Yuba

Proposal 1



Group A

Colusa
Del Norte
El Dorado
Humboldt
Lake
Mendocino
Nevada
Sutter
Yuba

Group B

Glenn
Lassen
Modoc
Plumas
Shasta
Sierra
Siskiyou
Tehama
Trinity

Group C

Alpine
Amador
Calaveras
Inyo
Kings
Madera
Mariposa
Mono
San Benito
Tuolumne

Highlighted = Change from current map

Proposal 2



Group A

Del Norte
Humboldt
Inyo
Kings
Lake
Madera
Mariposa
Mendocino
Mono
San Benito

Group C

Alpine
Amador
Calaveras
Colusa
El Dorado
Nevada
Sutter
Tuolumne
Yuba

Group B

Glenn
Lassen
Modoc
Plumas
Shasta
Sierra
Siskiyou
Tehama
Trinity

Highlighted = Change from current map

A map of California showing its 58 counties. The counties are color-coded: pink for the northernmost counties (Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Plumas, Butte, Glenn, Sierra, Colusa, Yuba, Nevada, Placer, El Dorado, Alpine, Mono, Inyo, Kern, San Bernardino, Riverside, Imperial, San Diego, Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Fresno, Madera, Mariposa, Stanislaus, S. Clara, Alameda, Contra Costa, Marin, Sonoma, Napa, Yolo, Sutter, Colusa, Lake, Humboldt, Mendocino, and Butte); yellow for the coastal and central counties (Humboldt, Mendocino, Lake, Colusa, Yuba, Nevada, Placer, El Dorado, Alpine, Mono, Inyo, Kern, San Bernardino, Riverside, Imperial, San Diego, Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Fresno, Madera, Mariposa, Stanislaus, S. Clara, Alameda, Contra Costa, Marin, Sonoma, Napa, Yolo, Sutter, Colusa, Lake, Humboldt, Mendocino, and Butte); blue for the central counties (El Dorado, Alpine, Mono, Inyo, Kern, San Bernardino, Riverside, Imperial, San Diego, Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Fresno, Madera, Mariposa, Stanislaus, S. Clara, Alameda, Contra Costa, Marin, Sonoma, Napa, Yolo, Sutter, Colusa, Lake, Humboldt, Mendocino, and Butte); and white for the southernmost counties (San Bernardino, Riverside, Imperial, San Diego, Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Fresno, Madera, Mariposa, Stanislaus, S. Clara, Alameda, Contra Costa, Marin, Sonoma, Napa, Yolo, Sutter, Colusa, Lake, Humboldt, Mendocino, and Butte).

A map of California showing its 58 counties, color-coded into four distinct regions. The northwestern coastal strip, including Humboldt, Del Norte, Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Plumas, Glenn, Butte, Sierra, Colusa, Yuba, Nevada, Placer, El Dorado, Yolo, Sutter, Yuba, and Colusa, is colored yellow. The northern inland area, including Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, Plumas, Glenn, Butte, Sierra, Colusa, Yuba, Nevada, Placer, El Dorado, Yolo, Sutter, Yuba, and Colusa, is colored pink. The central area, including Marin, San Francisco, C. Costa, Alameda, San Mateo, S. Clara, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, Inyo, Mono, Tuolumne, Calaveras, and Amador, is colored blue. The southern area, including Monterey, San Benito, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, San Bernardino, Riverside, San Diego, and Imperial, is colored white. Major cities like San Francisco, Los Angeles, and San Diego are marked with black dots.

TRINITY COUNTY

Item Report 4.2

Meeting Date: 4/16/2024

Department:
Board of Supervisors - District
1

Contact:
Ric Leutwyler

Phone:
530-623-1382

4.2 Appointment: Sierra Institute for Community and Environment and the North State Planning & Development Collective

Requested Action:

Appoint a primary member for the year 2024 to The North State Planning & Development Collective and authorize the Chairman to sign the letter of support.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description
Co-Convener Partnership Agreement Letter



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613
PHONE (530) 623-1217 FAX (530) 623-8365



Co-Convener Partnership Agreement Letter
Community Economic Resilience Fund: North
State Region

EDD WSB CERF PY22-24, MIC 88
Workforce Services Branch, MIC 88
Employment Development Department
PO Box 826880
Sacramento, CA 94280-0001

Dear Community Economic Resilience Fund Program:

Trinity County Board of Supervisors is pleased to inform you that we are in support of the Sierra Institute for Community and Environment (the Institute) and the North State Planning and Development Collective (the Collective) at Chico State Enterprises leveraging each organization's expertise to lead the North State region through the Community Economic Resilience Fund (CERF), now CA the Jobs First program, planning phase as Co-Conveners of the High Road Transition Collaborative (HRTC). This partnership exemplifies the inclusive, regional intention of CERF. Both organizations bring valuable resources that will not only benefit the planning phase but also the entire region, as it strives to create a regional economic and workforce strategy, create high-road transition jobs, establish climate mitigation best practices, foster continued land stewardship, and inform policy and other legislative actions to support and sustain the North State economy across backbone industry sectors. Additionally, we support the Collective to fulfill the role as fiscal agent with input and guidance from the Institute.

The Institute and the Collective will convene and facilitate the North State region across all participating sectors, jurisdictions, special interest groups and most importantly, those not traditionally included in planning processes. Their skills and abilities will complement each other to ensure that coordination, collaboration and consensus will be the driving motivation for the CERF activities.

As Co-Conveners, they bring the extensive breadth and depth of partnerships, knowledge of regional needs, expertise of their staff and their assets, willingness to be inclusive and equitable

during the process, and ability to leverage other resources to complement discussions, activities and project development improving the economy and jobs for the region. We understand that the governance and participation model may change as the process evolves but are committed to moving it forward under the conjoined leadership of both organizations.

The CERF/Jobs First planning process will occur over an 18-24 month period after award. We agree to participating in the expansion of collaborative partnerships throughout the region, to engaging in discussions to articulate regional themes (current and new), to ensuring inclusivity and equity, to developing a regional strategic plan, to refining the project criteria for the implementation fund phase, and to moving projects forward for funding consideration. By our signature below, we are committing to participating as a member in the High Roads Transition Collaborative (HRTC), as we did previously, under this partnership.

Our primary contact for Trinity County Board of Supervisors for this process will be:

Contact Person:

Email Address:

Phone:

We believe that with both organizations serving as CERF/Jobs First Co-Conveners and leveraging their strengths, the North State region will see an even greater return on the planning phase investment and will highlight the true spirit of the intended program. Thank you in advance for your time, attention and consideration.

Sincerely,

Ric Leutwyler,
Chair, Trinity County Board of Supervisors

TRINITY COUNTY
Item Report 4.3

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:
Trent Tuthill

Phone:
530-623-1382

4.3 Fee Waiver Application: Trinity County Fair

Requested Action:

Waive provision 2C of the County Fee Waiver Policy, find that the Trinity County Fair provides a public benefit, and approve their application for waiver of County fees waiving Solid Waste fees in the amount of \$8,320.

Fiscal Impact:

Loss of revenue in the amount of \$8,320 to the Solid Waste department.

Departmental Recommendation:

Recommend waiving disposal fees only of \$4,800. Leaving a balance due to Trinity County Solid waste in the amount of \$3,520 for drop off and pick up fees.

ATTACHMENTS:

Description

Fee Waiver Application

Back up

TRINITY COUNTY APPLICATION FOR WAIVER OF COUNTY FEES

Pursuant to County Fee Waiver Policy

1. **Eligible entities shall include public entities and private non-profit entities that meet the criteria listed in Section 2.**
2. **Fees may be waived for building permits, encroachment permits, variances, zone reclassifications, administrative permits, use permits, administrative hearings or other County permits, only if the County Administrative Officer makes any one of the affirmative findings as specified below (check all that to your request):**

☒ The applicant's financial resources are such that, without waiver of fees, the project would not go forward and the proposed project provides a public benefit to the citizens of Trinity County;

☐ The applicant has been delayed due to action/inaction taken by the County and there is compelling documentation to support this finding;

☒ Facility or project proposed by a service organization, non-profit, or other public agencies, will provide a public benefit to the citizens of Trinity County;

☐ The applicant provides emergency and/or first responder services which are of public benefit;

☐ There is no actual cost to the County for the expense in question. For example, if the Building Department is required to inspect a structure, the fee related to providing this service will be levied. However, if inspection is not required, the fee may be waived;

☐ The project is being carried out by a service organization, non-profit, or local public agency and is an emergency project, and/or primarily to address unresolved life threatening and/or fire safety issues for the public;

➤ Please provide a written explanation/justification for all checked above items.

3. **Fees shall not be waived on completed projects.**
4. **Fees shall not be waived on annual operating permits or licenses. Fee waivers will not be granted to individuals or businesses responsible for the payment of an annual permit to operate or license unless approved by the Board of Supervisors.**
5. **Fee shall not be granted for projects that require a Time and Materials agreement, unless approved by the Board of Supervisors.**
6. **If a private, non-profit corporation, please demonstrate that your agency provides significant public services to Trinity County residents in a manner that does not discriminate on the basis of age, sex, handicap, color, creed, religion or national origin.**

All applications for fee waivers shall be made in writing, signed by a duly authorized officer or individual representing the Entity, and **submitted directly to the Department Head of the County Department that applicant is requesting a fee waiver.**

Name of Applicant: Trinity County Fair Association, Carrie Bayley, CEO

Mailing address, phone number and email address of Applicant:

PO Box 880, Hayfork, CA 96041

530-628-5223

fairmanager@trinitycountyfair.com


County Department Processing Application or Permit Requiring Fee:

Trinity County Solid Waste

Amount of Fee(s) broken down by County Department:

Department	Fee
TC Solid Waste	\$ 8320
	\$
	\$

Description of Project (attach separate sheet if needed): See attached

Signature of Applicant: 

Date: 4-1-24

For County Use Only

Department Head Recommendation:

☐ Approve as submitted

Full fee waived would be 4x \$2080=\$8320

☐ Deny as submitted

Recommend waiving disposal fees only, \$4800; per attached schedule for Zone 4 leaving a balance due TCSW of \$3520 for drop & pickup fees.

Signature of Department Head: Diane Rader Date: 4/4/2024

Sent to CAO on _____ (date)

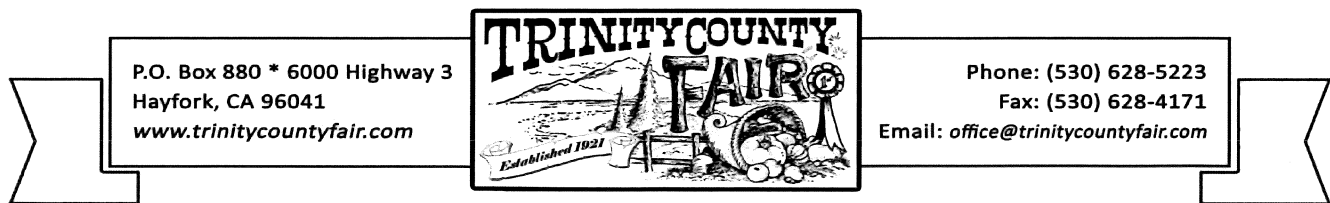
CAO Decision:

☐ Approve as submitted

☐ Send to BOS for Review

☐ Deny as submitted

Signature of CAO: _____ Date: _____



April 2, 2024

Trinity County Solid Waste
Trinity County CAO
Trinity County Board of Supervisors

Trinity County Fair is submitting this Application for Waiver of County Fees for four 40 yard Dumpsters for the Annual Trinity County Fair, July 8-15, 2025 (1 week). The Trinity County Fair Association, a 501c3, is contracted with Trinity County to manage the fairgrounds and put on the Annual Trinity County Fair. We are requesting this fee waiver for the waste that is a result of running the Trinity County Fair; we strive to offer this event for all the residents of Trinity County, Jr. Livestock Exhibitors, and other local exhibitors at an affordable cost. We work hard to bring in new and exciting events to the annual fair and keep the costs at a minimum so all residents of Trinity County can enjoy their Fairgrounds and Fair. As an example, the cost for an Adult continues to be \$5 a day to get into the Fair, where all entertainment, with the exception of the Arena Events and Carnival, is included in the entry fee. We understand that the cost of doing business has increased over the years, but it is our goal to continue to offer an affordable County Fair for all residents. Currently we are budgeted to make a small profit or break even, with the cost of dumpster fees increasing we would loose money and possibly have to increase the cost to residents or decrease what we currently offer.

Trinity County Fairgrounds has opened our doors to support many emergency services for Trinity County since 2019; to include COVID19 Testing & Vaccination, Fire Camps, Evacuation Centers for displaced residents and animals, Food Commodities, etc. all at no cost to the community or organizations utilizing these services and/or no profit to the Trinity County Fair Association. We are asking that the County consider our request with these things in mind.

Carrie Bayley , CEO

Roll off Pricing

Locality	Drop Fee	Bin Size	Waste Fee	Total
Weaverville Zone 1	\$ 50.00	20	\$ 600	\$ 700
		30	\$ 900	\$ 1,000
		40	\$ 1,200	\$ 1,300
Douglas City Junction City Deerlick Springs B-Bar-K Buckhorn Lewiston Zone 2	\$ 160.00	20	\$ 600	\$ 920
		30	\$ 900	\$ 1,220
		40	\$ 1,200	\$ 1,520
Covington Mill Big Flat Big Bar Trinity Center Coffee Creek Zone 3	\$ 250.00	20	\$ 600	\$ 1,100
		30	\$ 900	\$ 1,400
		40	\$ 1,200	\$ 1,700
Hayfork Peanut Wildwood Trinity Pines/Post Mtn Hyampom Zone 4	\$ 440.00	20	\$ 600	\$ 1,480
		30	\$ 900	\$ 1,780
		40	\$ 1,200	\$ 2,080
Del Loma Burnt Ranch Salyer Zone 5	\$ 520.00	20	\$ 600	\$ 1,640
		30	\$ 900	\$ 1,940
		40	\$ 1,200	\$ 2,240
Forest Glenn Mad River Dinsmore Ruth Zone 6	\$ 620.00	20	\$ 600	\$ 1,840
		30	\$ 900	\$ 2,140
		40	\$ 1,200	\$ 2,440

Effective March 1, 2024

TRINITY COUNTY

Item Report 4.4

Meeting Date: 4/16/2024

Department:
County Administrative Office

Contact:
Trent Tuthill

Phone:
530-623-1382

4.4 Amendment 1: Central Square (19-110)

Requested Action:

Take the following actions regarding the upgrade of our Accounting/Financial System Software:

1. Ratify County Administrative Officer (CAO) Trent Tuthill's signature on amendment number 1 to the agreement with Central Square to complete the upgrade of our financial software from version 16.2 to 23.1 and increase the maximum cost by \$113,100.83 for the upgrade and related training/support costs to provide access to the County's Accounting/Financial system;
2. Authorize the CAO to sign any future amendments needed for training on modules not currently being utilized and/or to keep our software up to date; and
3. Authorize the CAO and Auditor/Controller to sign any budget adjustments necessary to utilize LATCF funds to cover the costs associated with the upgrade and necessary training/support.

Fiscal Impact:

\$113,100.83 from LATCF funds.

Summary:

In August 2023, meetings between key financial software users, County Administrative Officer and staff from Information Technology began to discuss our current accounting/financial software status, as well as other software that was being used throughout our departments and the county as a whole. During this initial meeting, we learned that our current accounting/financial software environment 16.2 (ONESolution) was reaching end of life support and would need to be upgraded. Our access to support for ONESolution and any software/security updates would end as of December 31, 2023. With this information, the group began discussions around the topic of upgrading and scheduled regular meetings to work through the upgrade process. The initial goal was to go-live in the new 23.1 environment (Finance Enterprise) by December 15, 2023, so we were not operating on ONESolution after its end of life date. Unfortunately, we ran into a number of issues during the process that caused delays for this date. However, as of April 8, 2024, we were able to go live on Finance Enterprise 23.1, with support and maintenance included. The goal for Finance Enterprise going forward is to upgrade on a regular interval schedule, to avoid the predicament we endured in 2023.

Given our initial turnaround window, which was very tight, CAO Tuthill signed the amendment to approve the upgrade from ONESolution to Finance Enterprise (\$90,060.83) and necessary consultant support/training hours (\$23,040) in order to keep the project moving. The intent was to cover the cost of the upgrade, including consultant support/training using credits from our existing annual license subscription with the plan to then use LATCF funds (or contingency funds) to cover the remaining balance difference. Do to the delay of approximately 4 months, the credits is less

than originally planned. The ongoing annual ONESolution costs are budgeted by the Auditor's Office.

Below is a breakdown of our LATCF Funds that have been allocated/spent to date.

*Contribution to Cannabis	\$450,000
*Loan to Cannabis	\$521,772
*National Center for Public Lands	\$96,630
*Shelving in the Assessor's Office	\$10,000
*Patch Truck for DOT	\$400,000
*Paver for DOT	\$200,000
*Multihog for DOT	\$300,000
*2017 Storm Damage Repair	\$1,000,000
*Canyon Creek Road Storm Damage Repair	\$1,000,000
*East Weaver & Oregon Street Culvert Repair	\$200,000
*Carpet & New Chairs in Board Chambers	\$25,000
*Courthouse Re-Roof & Fire Sprinkler Update	\$154,450
*Cannabis Tax Software for Treasurer	\$47,840
*Fiber Replacement between Courthouse & Library	\$16,113
*Fiber Install for Hayfork Community Center & Sheriff Sub-Station	\$38,358
*Contribution to Trinity Chamber for Marketing Director	\$100,000
*Funding to give \$70K to TOT Partners & \$27K to Historical Society	\$27,000
*Funds to eliminate negative cash in Natural Resources	<u>\$31,518</u>
 Total LATCF Funds Allocated to-date	 \$4,618,411
LATCF Funds Remaining to be Allocated	\$199,589
 LATCF Funds Requested for Accounting Software Upgrade	 \$113,101
LATCF Funds Remaining after Upgrade to Finance Enterprise	\$86,488

Alternatives Including Financial Implications:

1. Direct the use of contingency funds versus LATCF funds.
2. Deny requested action causing the county to be unable to pay the costs associated with the much needed upgrade of our accounting/financial software.

Departmental Recommendation:

It is staff's recommendation that the board ratify the CAO's signature on the amendment, authorize the CAO to sign future amendments and authorize the CAO and Auditor to sign the budget adjustments necessary to utilize LATCF funds to cover the upgrade costs.

ATTACHMENTS:

Description



Solutions Agreement

This Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superion LLC, a Delaware Limited Liability Company ("**Superion**") and **Trinity County, CO** ("**Customer**"), together with Superion, the "**Parties**", and each, a "**Party**".

WHEREAS, Superion licenses and provides access to software applications ("**Solutions**") for its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and/or receive professional services described herein, and Superion desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

SUPERION, LLC.	TRINITY COUNTY
1000 Business Center Dr. Lake Mary, FL 32746	11 Court St. Weaverville, CA 96093
By: <i>Lisa Neumann</i>	By: <i>Angela Bickle</i>
Print Name: Lisa Neumann	Print Name: Angela Bickle
Print Title: Controller	Print Title: Auditor/Controller
Date Signed: June 24, 2019	Date Signed: 6/27/19

1. **Solution: Public Administration**

2. **Term.**

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through Superion's warranty services and maintenance, but without any other modification whatsoever.



- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Vendor Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.



- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Vendor Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Vendor Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solutions outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. Delivery. Superior shall deliver by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point (except with respect to Third-Party Materials, which are FOB-applicable third party shipping point), and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.4. Documentation License. Superior hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.5.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations herein, including if required, remote access to Customer Systems. Superior is not responsible or liable for delay or failure of performance caused in whole or in part by Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
 - 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third party;



- 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.7.3. any negligence, abuse, misapplication, or misuse of the Solutions other than by Superior personnel, including any Customer use of the Solutions other than as specified in the Documentation or expressly authorized in writing by Superior;
- 5.7.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
- 5.7.5. the operation of, or access to, Customer's or a third party's system, materials or network;
- 5.7.6. any relocation of the Solutions other than by Superior personnel;
- 5.7.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
- 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.9. Changes. Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. Subcontractors. Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.11. Security Measures. The Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Solutions. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Solutions; (b) Superior may deny any individual access to and/or use of the Solutions if Superior, in its reasonable discretion, believes that person's use of the Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. **Use Restrictions**. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
 - 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;



- 6.4. input, upload, transmit, or otherwise provide to or through the Vendor Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Vendor Systems, or Superior's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of actual or threatened activity prohibited by Section 6, Customer shall, and cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superior Personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Solutions, all software provided with the Solutions, algorithms, methods, techniques, and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the



Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
- 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain reasonable procedures with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

11. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);



- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. Superior shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superior within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superior's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.



- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superion**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 email: info@Superion.com
Attention: Contracts Department / General Counsel

If to Customer: **Trinity County**
11 Court St.
Weaverville, CA 96093
Phone: 530-623-1317 email: [TC - Auditor@trinitycounty.org](mailto:TC-Auditor@trinitycounty.org)
Attention: Auditor-Controller

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superion Indemnification. Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Solutions other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or
 - 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superion Indemnitee.
- 15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Superion and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superion resulting from any Action by a third party (other than an Affiliate of Superion) that arise out of or result from, or are alleged to arise out of or result from:
- 15.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superion in accordance with this Agreement;
 - 15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.



15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTIONS OR SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. **Termination**. This Agreement may be terminated:

16.1. For cause by either Party. By written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment. By written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. Budgetary Appropriations. Superion acknowledges that continued performance and funding is dependent upon amounts being budgeted, appropriated, or otherwise legally available to the Customer in the future. Customer represents and warrants to Superion that it has appropriated sufficient funds due to Superion under this Agreement and hereby certifies that it will make appropriate requests for budget appropriations to meet continued obligations herein in subsequent fiscal years. If a funding or budgetary issue arises, Customer agrees to notify Superion as soon as commercially reasonable. If Superion and Customer cannot resolve the funding issue within ninety (90) days, the Agreement will terminate, with Customer to pay Superion any amounts owed for goods and services provided prior to termination of the Agreement.

17. **Effect of Termination or Expiration**. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superion's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Superion, or at Superion's request destroy and erase Superion's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superion of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superion shall within 60 days following such expiration or termination, deliver to Customer in Superion's standard format the then most recent version of Customer Data maintained by Superion, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superion will provide reasonable assistance. Superion and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superion and Customer in effecting Deconversion, as well as the appropriate date for completion. Superion shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superion's then standard rates.

18. **Assignment**. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superion's prior written consent, which consent Superion may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or



disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19. **No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
20. **Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
 - 20.1. **Arbitration Procedure.** The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.
21. **Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.
22. **Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
23. **LIMITATIONS OF LIABILITY.**
 - 23.1. **LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.
 - 23.2. **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, DIMINUTION IN VALUE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
 - 23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.



- 24. Third-Party Materials.** Customer is hereby advised that Superior provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superior to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 25. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superior letterhead issued by authorized Superior representatives and signed by Customer shall constitute an amendment to this Agreement.
- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 28. Cooperative Purchases.** This Contract may be used by other government agencies. Superior has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 29. Incorporated Exhibits to this Agreement:**
- 29.1. Exhibit 1 – Project Cost Summary
 - 29.2. Exhibit 2 - Maintenance & Support Standards
 - 29.3. Exhibit 3 – Travel Expense Guidelines





EXHIBIT 1

Project Cost Summary

Term	Annual Access Fees
Year 1	\$ 53,754.78
Year 2	\$ 56,442.52
Year 3	\$ 59,264.64
Year 4	\$ 62,227.87
Year 5	\$ 65,339.27

	Applications and/or Services	Start-Up Fee	Annual Access Fee
Existing ONESolution Products	ONESolution General Ledger, ONESolution Budgeting w/ Budget Item Detail, ONESolution Accounts Receivable, ONESolution Accounts Payable, ONESolution Cash Receipts, ONESolution Stores Inventory, ONESolution Payroll, ONESolution Person/Entity, ONESolution Job/Project Ledger, ONESolution Human Resources, ONESolution Fixed Assets, ONESolution Finance Check Management, ONESolution Easy Laser Forms, ONESolution Click, Drag, and Drill, ONESolution Ad Hoc Reporting, ONESolution NUCLEUS, ONESolution Hassle Free Support	\$ 5,000.00	\$ 53,754.78
Existing Third Party Products	Cognos BI: Base Bundle Multi-Data Source, Cognos Insight Standard Edition Authorized User., MicroFocus Server Express Runtime - 2, MicroFocus Server Express Compiler, IBM Informix - 20, ONESolution Financials Core-IFAS	Included in Startup Fees	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, Disaster Recovery Plan for Superior applications	Included in Startup Fees	Included in Annual Access Fee
Total Proposed System:		\$ 5,000.00	\$ 53,754.78

PAYMENT TERMS:**ONE TIME FEES**

- a. Start-Up Fees are due: 100% on the Execution Date.

RECURRING FEES

- b. The Annual Access Fee is due: on the Execution Date, and annually thereafter on the anniversary of the Execution Date.
- c. Annual Support & Maintenance Fees are due as follows:
- End Billing with Continued Support.** Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. Superior shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
 - Credit.** A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.
- d. Third Party Support & Maintenance Fees:
- End Billing with Continued Support.** Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. Superior shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.

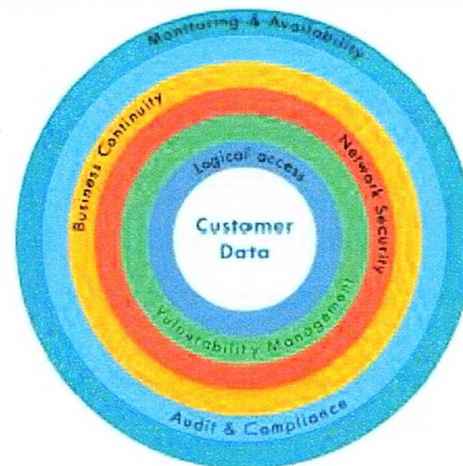
Note: Pricing for Professional Services is a good faith estimate based on the information available to Superior at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current list price rates for the services at issue.



EXHIBIT 2 Support Standards

1. Superion Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). ("Service Period") means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing in twelve (12) month increments, each a ("Support Term"), Superion shall provide ongoing Support Services described herein, subject to and conditioned on sustained payment of Fees and compliance with all terms and conditions of this Agreement.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superion's hosted environment. Superion has technology monitoring,



measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by Superior and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on Superior's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

- 2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
- 2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
- 2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

- 3.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 3.2. "In-network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior protected network environment shall be deemed as "out-of-network." Superior is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

- 4.1. Solutions maintenance and upgrades. Superior will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superior. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superior will attempt to notify the Customer promptly, however if no contact can be made, Superior management may deem it necessary to move forward with the emergency maintenance.



- 5. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superion will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	Superion will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	Superion will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	Superion will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	Superion will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

- 6. Disaster Recovery.** Superion provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, Superion will provide the ability to connect to the appropriate data center using software provided by Superion. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
- 7. Exceptions.** Superion shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
 - 7.2. denial of reasonable access to Customer's system or premises preventing Superion from addressing the issue.
 - 7.3. material changes made to the usage of the Solutions by Customer where Superion has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
 - 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superion provides a continuous resolution effort until the issue is resolved.
- 9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superion will prioritize these requests, and determine if extra time is needed to order equipment or software.
- 10. Non-Production Environments.** Superion will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
 - 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.



11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by Superion. It will reside at Customer's location but is, and shall remain the property of Superion.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.



16. Telephone Support & Support Portal

- 16.1. Hours. Superion shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superion in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superion support representative has been directly contacted by Customer either by phone, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.





EXHIBIT 3

Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.



- ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.

ANCILLARY FEES

- e. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- f. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion valid proof of exemption; otherwise, Superion will invoice Customer and Customer will pay to Superion all such tax amounts.
- g. If Customer fails to make any payment when due, then Superion may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superion may suspend performance or access until past due amounts have been paid.





**SALES ORDER
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between Trinity County, CA ("Customer") and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superior, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: Q-154351 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Subscription

100 % due on the Delivery Date*

Services

Due as Incurred

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

Payment due in full 30 days from date of invoice. Annual maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.


Legacy Maintenance

- **End Billing for Legacy Subscription.** Upon commencement of billing for the Annual Subscription Fee, Customer acknowledges the termination of the current subscription billing structure for any legacy products that will be effectively replaced by the modules listed in the Quote.
- **Credit.** A credit in the amount of the unused portion of Legacy subscription Fees paid by Customer, if any, shall be applied toward Customer's first Annual Subscription Fee. The unused portion of paid Legacy subscription Fees will consist of the amount unused as of the Execution Date.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

CentralSquare Technologies, LLC	Trinity County
1000 Business Center Drive Lake Mary, FL 32746	P.O. Box 1230 Weaverville, CA 96093
By:	By: CAO 
Print Name:	Print Name: Trent Tutwill
Print Title:	Print Title: CAO
Date Signed:	Date Signed: Oct 20 th , 2023

Quote #: Q-154351

Primary Quoted Solution: Finance Enterprise

Quote expires on: April 16, 2024

Quote prepared for:

Rob Richards

Trinity County

P.O. Box 1230

Weaverville, CA 96093

(530) 623-8378

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	1	100,687.83	- 21,003.16	79,684.67
2.	HCM Employee Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	656	13.00	- 3,371.84	5,156.16
Software Subtotal					109,215.83 USD
Discount					- 24,375.00 USD
Software Total					84,840.83 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Project Management Services - As Incurred	900.00
2.	Public Administration Technical Services - As Incurred	4,320.00
Services Total		5,220.00 USD

QUOTE SUMMARY

Software Subtotal		109,215.83 USD
Services Subtotal		5,220.00 USD
Quote Subtotal		114,435.83 USD
Discount		- 24,375.00 USD
Quote Total		90,060.83 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	84,840.83

FIRST YEAR RECURRING SERVICES TOTAL**0.00**

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes ☐ No ☐

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

ATTACHMENT A

Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Summary of Services

Project: Trinity County, CA - Q- 154351

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

Request for an Upgrade from V16.2 to FE 22.2 for Trinity County, CA in test Only **NOT** including standard requirements within this quote for Training, Consulting and PROD Install as it will be on included Part II of of separate agreement. Quote is for Test Install Only with Bundle Package.

Bundle Package Subscription Fees have been Applied – See Quote For Details

Following Services Include:

Technical Services
Project Management Services

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Quote prepared on:

October 16, 2023

Quote prepared by:

Jakea Simons

jakea.simons@centralsquare.com

Quote #: Q-151028

Primary Quoted Solution: Finance Enterprise

Quote expires on: April 13, 2024

Quote prepared for:

Rob Richards

Trinity County

P.O. Box 1230

Weaverville, CA 96093

(530) 623-8378

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Administration Consulting Services - As Incurred	7,200.00
2. Public Administration Project Management Services - As Incurred	3,780.00
3. Public Administration Technical Services - As Incurred	5,760.00
4. Public Administration Training Services - As Incurred	6,300.00
Services Total	23,040.00 USD

QUOTE SUMMARY

Services Subtotal 23,040.00 USD

Quote Subtotal 23,040.00 USD

Quote Total	23,040.00 USD
-------------	---------------

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

MORE INFORMATION AT [CENTRAL SQUARE.COM](https://www.centralsquare.com)

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Trinity County

Signature:



Name:

Trent Tuttle

Date:

12/19/2023

Title:

County Administrative Officer

TRINITY COUNTY

Item Report 4.5

Meeting Date: 4/16/2024

Department:
County Administrative Office

Contact:
Trent Tuthill

Phone:
530-623-1382

4.5 Discussion/Direction RE Three Existing Opt Out Requests

Requested Action:

Discuss and receive Board of Supervisors direction to staff regarding what option to use/establish to process the three existing opt out requests from 2020/2021. The three specific requests are identified as Hettenshaw, Lewiston 3 and East Weaver Branch requests.

Fiscal Impact:

Unknown at this time.

Summary:

The Board of Supervisors received presentations from the 3 identified opt out area requests on January 16th, 2024. The board then discussed the opt out options February 20th and provided direction to staff. On April 2nd the board discussed the overlay zone concept and provided direction to staff, to bring back as soon as possible, options for board consideration regarding the 3 existing opt out area requests.

Discussion:

Potential options for board consideration:

1. Continue to hold 3 existing opt out requests until General Plan/Zoning Code is updated and let any updates associated with the General Plan address the requests.
2. Process 3 existing opt out requests in the same manner as previous opt out requests, via emergency ordinance.
3. Implement a moratorium on accepting new cannabis applications including licenses and use permits within the 3 existing opt out request areas until the General Plan/Zoning Code update is complete.
4. Implement a moratorium on accepting new cannabis applications, including licenses and use permits and opt-out requests until the General Plan/Zoning Code is completed within the 3 existing opt out request areas.
5. Establish opt out request criteria and tie moratorium to approved (or qualified) opt out petitions/requests.

There are many option variants to the 5 potential options presented above and staff is requesting board direction. The Overlay Zone concept will be developed as part of the General Plan update to establish a process to address opt out requests.

If option 5, or any variant which establishes overlay zone or opt out request criteria and process,

staff recommends those same criteria be incorporated into the overall General Plan update/zoning code update.

As of this staff report the following license applications are pending within the potential opt out request areas. Potential is used, since the maps/boundaries for the 3 areas are inconsistent.

- 1 pending application in the Lewiston 3 (Mountain View) opt out area request
- 4 potential pending applications within the Hettenshaw opt out area request (specific number will depend upon the defined boundary).

TRINITY COUNTY
Item Report 4.6

Meeting Date: 4/16/2024

Department:
Cannabis

Contact:
Drew Plebani - Cannabis
Division Director

Phone:
(530)623-1351

4.6 Ordinance Amendment: Trinity County Code Section 17.43.090

Requested Action:

Introduce and waive the reading of an ordinance amending Trinity County Code Section 17.43.090 pertaining to Commercial Cannabis Cultivation General Plan Update fees.

Fiscal Impact:

No impact to the General Fund.

Summary:

Changes to the General Plan Update Fee for Cannabis Cultivation Licenses are being proposed.

Discussion:

It is proposed, as a result of feedback from the public/community meetings and discussion with the Cannabis Ordinance Update Ad Hoc Committee, the General Plan Update Fee(s) for Cannabis Cultivation Licenses be updated.

Alternatives Including Financial Implications:

Approve as presented or direct Staff to modify the proposed language.

ATTACHMENTS:

Description

General Plan Maint. Fee

Ordinance with Track Changes

Ordinance

TCC (§) Section 2.64.050:

<i>General Plan Maintenance Fee — Planning Permits</i>	
Director issued applications	50.00
Standard applications	75.00
<i>State Fees for State Agencies</i>	
Fish and game fee — Negative declaration	Agency fee in effect
Fish and game fee — EIR	Agency fee in effect

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
AMENDING SECTION 43 OF TRINITY COUNTY ZONING ORDINANCE NO. 315
REGARDING COMMERCIAL CANNABIS CULTIVATION REGULATIONS**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

WHEREAS, The funds required to update the General Plan have been collected.

WHEREAS, The General Plan Maintenance fee for Commercial Cannabis Cultivation Licenses is being updated.

Section I: The County hereby amends the following sections of Chapter 17, Section 43.090 of the Trinity County Zoning Code:

TCC (§) Section **17.43.090 - Fees.**

- A. The county shall collect from the applicant a regulatory cannabis cultivation program fee (hereinafter referred to as fee) when an applicant applies for a registration of a cannabis cultivation site with the Cannabis Division pursuant to this chapter.
- B. Such fee shall fairly and proportionately generate sufficient revenue to cover the costs of administering, implementing and enforcing this chapter.
- C. The cannabis cultivation program fee is set at:
 - 1. When submitting your application, there will be a non-refundable application fee of fifty percent of the first year's fee for each license that will be applied towards the first year's fees if a license is granted. For new applications the General Plan Update Fee is set at one thousand dollars. For all renewal applications the General Plan Update Fee is set at seventy five dollars.
 - 2. Specialty Outdoor and Mix Light: Three thousand dollars
 - 3. Specialty Cottage:
 - a. Outdoor: Seven hundred fifty dollars.
 - b. Mix Light: One thousand five hundred dollars.
 - c. Indoor: Two thousand dollars plus two hundred fifty dollars.
 - 4. Small Outdoor and Mix Light: Five thousand dollars.
 - 5. Medium Outdoor: Eight thousand dollars.
 - 6. Administrative Buffer Reduction – Director’s Use Permit: Seven hundred fifty-one dollars.

Section III: The County finds that the amendments to Chapter 17.43.050 of the Trinity County Code is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment.

Ordinance No. XXXX

DATE

Page 2 of 2

Section IV: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 16th day of April, and passed and enacted this ____ day of April, ____ 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

RIC LEUTWYLER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

Margaret E. Long, County Counsel

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
AMENDING SECTION 43 OF TRINITY COUNTY ZONING ORDINANCE NO. 315
REGARDING COMMERCIAL CANNABIS CULTIVATION REGULATIONS**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

WHEREAS, The funds required to update the General Plan have been collected.

WHEREAS, The General Plan Maintenance fee for Commercial Cannabis Cultivation Licenses is being updated.

Section I: The County hereby amends the following sections of Chapter 17, Section 43.090 of the Trinity County Zoning Code:

TCC (§) Section 17.43.090 - Fees.

- A. The county shall collect from the applicant a regulatory cannabis cultivation program fee (hereinafter referred to as fee) when an applicant applies for a registration of a cannabis cultivation site with the Cannabis Division pursuant to this chapter.
- B. Such fee shall fairly and proportionately generate sufficient revenue to cover the costs of administering, implementing and enforcing this chapter.
- C. The cannabis cultivation program fee is set at:
 - 1. When submitting your application, there will be a non-refundable application fee of fifty percent of the first year's fee for each license that will be applied towards the first year's fees if a license is granted. For new applications the General Plan Update Fee is set at one thousand dollars. For all renewal applications the General Plan Update Fee is set at seventy five dollars.
 - 2. Specialty Outdoor and Mix Light: Three thousand dollars
 - 3. Specialty Cottage:
 - a. Outdoor: Seven hundred fifty dollars.
 - b. Mix Light: One thousand five hundred dollars.
 - c. Indoor: Two thousand dollars plus two hundred fifty dollars.
 - 4. Small Outdoor and Mix Light: Five thousand dollars.
 - 5. Medium Outdoor: Eight thousand dollars.
 - 6. Administrative Buffer Reduction – Director’s Use Permit: Seven hundred fifty-one dollars.

Section III: The County finds that the amendments to Chapter 17.43.050 of the Trinity County Code is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment.

Ordinance No. XXXX

DATE

Page 2 of 2

Section IV: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 16th day of April, and passed and enacted this ____ day of April, ____ 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

RIC LEUTWYLER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

Margaret E. Long, County Counsel

TRINITY COUNTY

Item Report 4.7

Meeting Date: 4/16/2024

Department:
Cannabis

Contact:
Drew Plebani - Cannabis
Division Director

Phone:
(530)623-1351

4.7 Ordinance Amendment: Trinity County Code Section 17.43.050

Requested Action:

Waive the reading of and enact an ordinance amending Trinity County Code Section 17.43.050 pertaining to Commercial Cannabis Cultivation Regulations introduced April 2, 2024.

Fiscal Impact:

No impact to the General Fund.

Summary:

This item was introduced at the April 2, 2024 Regular Meeting of the Board of Supervisors.

Language changes to chapter 17.43.050 are being proposed in order to convert the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction - Directors Use Permit, and to modify the existing language to incorporate the residential setback requirement for small cultivation licenses be measured from "canopy" instead of from the existing term and the associated definition of "cultivation".

Discussion:

On May 16, 2023 The Board of Supervisors adopted Resolution NO. 2023-071, A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY ALLOWING STREAMLINED APPROVAL OF CANNABIS LICENSES THAT REQUIRE CCVs FOR THE CALENDAR YEAR 2023, to address the backlog of Commercial Cultivation Variances ("CCVs") and the cumbersome associated administrative processes.

On December 19, 2023, Resolution 2023-071 was extended through February 2024, and the BOS directed staff to schedule a discussion/ study session for the Planning Commission to provide recommendations to the Board of Supervisors, related to the CCV resolution extension.

On January 11, 2024 at a regular meeting of the Planning Commission a discussion / study session of CCV process and Board of Supervisors Resolution 2023-071 (Project# DEV-24-01) was presented, public comment was received, and discussion was had by the Commissioners. The following recommendations were made by the Planning Commission:

- Update TCC chapter 17.43.050(A)(8) to replace the term "cultivation" with "canopy" and,
- Propose that the existing Commercial Cultivation Variance (CCV) process be converted to an Administrative Buffer Reduction - Director's Use Permit.

On February 6, 2024, the Trinity County Board of Supervisors extended Resolution 2023-071 until April 30, 2024.

As a result of the Planning Commission's recommendations, updates to TCC 17.43.050 were discussed with the Cannabis Ordinance Ad Hoc committee and the proposed changes were presented to the Planning Commission on February 8, 2024 (Project # DEV-24-02). The language proposed to the Planning Commission is included in the body of the Planning Commission staff report, and provided as an attachment to this agenda item (Staff Report for Planning Commission Hearing (DEV 24-02 with memos).

The Planning Commission's recommendations are included as an attachment to this item (Planning Commission Draft Minutes-Item 4: ZONING TEXT AMENDMENT – AMEND TRINITY COUNTY CODE SECTION 17.43 (DEV-24-02):) and are included into the proposed ordinance. (attached)

Changes recommended by the Planning Commission are summarized as follows: Change "Planning Director" to "Community Development Director", and in section 17.43.051 (A)(4) language was added to capture the Consent / Opposition letter concept.

At the April 2, 2024 Board of Supervisors meeting the Ordinance amendment was introduced and approved with the changes as detailed in the backup documents (Ordinance_17.43.050_v5_with track changes).

The Cannabis Division Director recommends the title "Planning Director" be utilized instead of "Community Development Director" to avoid inconsistency with county code.

Alternatives Including Financial Implications:

Approve as presented or direct Staff to modify the proposed language.

Departmental Recommendation:

Approve the Ordinance Amendment as presented.

ATTACHMENTS:

Description

Planning Commission Draft Minutes-Item 4: ZONING TEXT AMENDMENT – AMEND TRINITY COUNTY CODE SECTION 17.43 (DEV-24-02)

DEV24-02 staff report and memos Combined

Draft Application

Ordinance - Track Changes Version

Ordinance - Clean Version

TRINITY COUNTY PLANNING COMMISSION

Regular Meeting
February 8, 2024 at 6:00p.m.
Trinity County Library Conference Room
351 Main Street, Weaverville, CA

Chair: Comnr. Dist. 5 Todd Heaton
Vice-Chair: Comnr. Dist. 3 Rory Barrett
Commissioner Dist. 1. Carol Fall
Commissioner Dist. 2 Amelia Fleitz
Commissioner Dist. 4 Don Ellis

MINUTES- PLANNING COMMISSION

***NOTE:** The public was invited to attend the public hearing via Zoom Link.

Commissioners present: Todd Heaton, Carol Fall, Amelia Fleitz, & Don Eliss. Absent: Rory Barrett

Staff Present: Deputy Director, Ed Prestley; Cannabis Director, Drew Plebani; Senior Planner, Bella Hedtke; Assistant Planner, Mitchell Wexler; Recording Secretary, Deborah Rogge; & Recording Secretary, Vidette Mayer.

CALL TO ORDER:

Chair Fall called the meeting to order at 6:03 p.m.

PUBLIC COMMENT: During the Public Comment period members of the public may address the Planning Commission on any matter not listed on the agenda that is within the subject matter jurisdiction of the Planning Commission.

Public comment was heard from Lisa Wright-Lewiston, Tom Ballanco-Douglas City; on ZOOM: Veronica Kelley-Albietz-Douglas City, and being there were no other speakers public comment was closed.

REGULAR CALENDAR:

Item 1. Rotation of Chair: The Planning Commission unanimously appointed Todd Heaton-Dist. 5 as Chairman and Rory Barrett-Dist. 3 as Co-Chairman for the 2024 year.

Item 2: Minutes: Approve meeting minutes from January 11, 2024.

By motion made and second (Fall/Ellis) and approved by 3-0 vote to approve the minutes of January 11, 2024 as presented. Ellis, Fall Heaton-Aye; Fleitz-Abstain.

Item 3: AMENDMENT TO TITLE 15.25 LIMITED DENSITY RURAL DWELLING (DEV-23-03): District 5 Supervisor, Dan Frasier, is requesting an ordinance amendment to Trinity County Code Section 15.25.030 that would exempt parcels from the minimum parcel acreage requirement, if located outside of the boundaries of a Community Service District (CSD) which provides sewer and water. Location: Countywide. Planners: M. Wexler & B. Hedtke.

Public comment was heard from: Julia Brownfield; Chriss Williams-Weaverville; Lisa Wrtght-Lewiston; Adrian Keyes-Hayfork; Tom Ballanco-douglas City; Pesha Lor-Hayfork; Tyler Thompson; Steve Lant-Junction City; Greg Tavalero-Cal-FIRE Chief, and being there were no other speakers public comment was closed.

- By motion made and second (Fall/Ellis) and approved 4-0 by roll call vote: **you tube time point start 55:40**The Planning Commission recommends the draft ordinance amendment of DEV-23-03 to Trinity County Code 15.25.030 reduce the parcel size requirement to 1-acre minimum parcel size and; **you tube time point amend motion 1:13:11**

1. that Section 15.25.040 (x) Fire Safety Requirements be added, stating:
 - a. All new structures shall comply with the CA Building Code Chapter 7A, PRC 4290 and 4291, and CA Residential Building Code 302, and the Trinity County Fire Safe Ordinance (TCC 8.30). for the purposes of this chapter, residential fire sprinklers shall not be required in limited density rural dwellings. And;
2. Amend 15.25.05 Existing Structures – be eligible for permits under this chapter without penalty “for a period of

- 5-years after adoption". And;
3. Delete reference of Community Services District in proposed amendment. And;
 4. Concerns regarding higher density housing in specific regards to an increased number of septic and well installations in Post Mountain be discussed in the Post Mountain Community Plan

Roll call vote: Ellis-aye, Fall-aye, Fleitz-aye, Heaton-aye

Planning Commission took a 10-minute break. Resuming at 8:15 pm.

Item 4: ZONING TEXT AMENDMENT – AMEND TRINITY COUNTY CODE SECTION 17.43 (DEV-24-02): The purpose of this agenda item is for the Planning Commission to make a recommendation to the Board of Supervisors to adopt an ordinance amendment of Trinity County Code (TCC) Title 17. Section (§) 17.43.050 (A)(8) to exchange the term ‘cultivation’ to ‘canopy’. Section (§) 17.43.050(A)(9) was added to clarify the property line setback requirement for medium licenses. Section (§) 17.43.051 was added to convert the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction – Director’s Use Permit. No other ordinance revisions are to be considered at this time. Countywide review. Staff: D. Plebani.

By motion made and second (Fleitz/Ellis) and approved 4-0 by roll call vote: **you tube time stamp 4:14:21**

The Planning Commission recommends that the Board of Supervisors find that;

1. Amendments to Chapter 17.43.050 of the Trinity County Code (TCC) is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment; and
2. Approve an ordinance to amend TCC § 17.43 of the zoning code of the County of Trinity as described in this staff report. And;
3. Insert additional language to section 17.43.051(A)(4) of “and a Consent Opposition letter” after Notice of Application. And, insert additional language before County Code section 17.32.080 of “If a qualified opposition letter is received, the Planning Director will deny the Buffer Reduction Application, unless the Consent/ Opposition letter is received pursuant to paragraph 5 below”. And
4. Changing Planning Director to “Community Development Director” to section 17.43.051(A)(4)

Roll call vote: Ellis-aye, Fleitz-aye, Fall-aye, Heaton-aye

PLANNING COMMISSIONERS REPORT:

PLANNING DIRECTOR’S REPORT:

ADJOURNMENT:

The Planning Commission adjourned at 10:36 pm.

Submitted by: Deborah Rogge, Recording Secretary

Ed Prestley, Deputy Director - Community Development Department
Planning Director
Secretary of the Planning Commission

TRINITY COUNTY PLANNING COMMISSION

STAFF REPORT

PLANNER: Drew Plebani, Cannabis Division Director

PROJECT DESCRIPTION:

The purpose of this agenda item is for the Planning Commission to make a recommendation to the Board of Supervisors to adopt an ordinance amendment of Trinity County Code (TCC) Title 17. Section (§) 17.43.050 (A)(8) to exchange the term 'cultivation' to 'canopy'. Section (§) 17.43.050(A)(9) was added to clarify the property line setback requirement for medium licenses. Section (§) 17.43.051 was added to convert the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction – Director's Use Permit.

BACKGROUND DISCUSSION:

December 28, 2020, Ordinance number 315-849 was adopted to incorporate mitigations of the Certified Programmatic Environmental Impact Report (PEIR) in addition to specific regulations for the cultivation of cannabis in Trinity County, including Section 17.43.050 — Limitation on location to cultivate cannabis.

Planning Staff had previously interpreted the word "cultivation" contained in 17.43.050(A)(8) to mean "canopy". In early 2022, staff changed the interpretation to reflect setback measurements from sensitive receptors be performed based on the elements identified in the definition of "cultivation". Related definitions of referenced terms per TCC (§) Section 17.43.010:

"Canopy" means the designated area(s) at a licensed premise that will contain mature plants at any point in time. This definition is intended to mirror the definition of "canopy" as defined by the State of California, or as may be amended.

"Cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof.

DISCUSSION:

Trinity County Zoning Code Section 17.43.050 (A)(8) states:

*"For specialty cottage, specialty and small licenses **cultivation** shall not be allowed within three hundred fifty feet of a residential structure on any adjoining*

parcels. For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission. After obtaining an initial variance, the planning director can issue a director's use permit for subsequent years after an inspection."

The above-referenced code section established the 350ft residential setback that requires cultivation sites to be at least 350ft from a legal residential structure, or apply for a commercial cannabis variance.

Staff believes that the intent of the residential setback was to reduce the exposure of adjacent or nearby receptors (e.g., residences, schools etc.) to odors associated with mature cannabis, or canopy, and not from accessory structures that contain processing or harvesting activities, as included in the definition of 'cultivation'. Based on significant review of the PEIR, specifically Impact 3.3-3 which states:

"All fully enclosed and secure structures that contain cannabis plants or products that generate odors will employ mechanical ventilation controls, carbon filtration, or other equivalent or superior method(s) to eliminate the detection of cannabis off the parcel. This will include all drying and processing of cannabis plant material recently harvested." Effectively this means that odors generated during the post-harvest phases will be eliminated or significantly reduced via the use of mechanical ventilation and odor controls.

On January 11, 2024 at a regular meeting of the Planning Commission a discussion/ study session of CCV process and Board of Supervisors Resolution 2023-071 (Project# DEV-24-01) was presented, public comment was received, and discussion was had by the Commissioners. The following recommendations were made by the Planning Commission:

- Update TCC chapter 17.43.050(A)(8) to replace the term "cultivation" with "canopy" and,
- Propose that the existing Commercial Cultivation Variance (CCV) process be converted to an Administrative Buffer Reduction - Director's Use Permit.

As a result of the Planning Commission's recommendations, updates to TCC 17.43.050 were discussed with the Cannabis Ordinance Ad Hoc committee and the proposed changes are as follows:

Definition of referenced terms per TCC (§) Section 17.43.010:

"Canopy" means the designated area(s) at a licensed premise that will contain mature plants at any point in time. This definition is intended to mirror the definition of "canopy" as defined by the State of California, or as may be amended.

"Cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof.

Code sections to be amended/ added with reflected track changes:

TCC (§) Section 17.43.050(A)(8): For specialty cottage, specialty and small licenses cultivation canopy shall not be allowed within three hundred fifty feet of a residential structure on any adjoining parcels. For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission. After obtaining an initial variance, the planning director can issue a director's use permit for subsequent years after an inspection. Applications for an Administrative Buffer Reduction – Director's Use Permit will be considered by the Trinity County Planning Director.

TCC (§) Section 17.43.050(A)(9): For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission.

TCC (§) Section 17.43.051 Cannabis Land Use Buffer Reductions

A. Buffer Reductions. When deliberating a Cannabis License application, a reduction from the required three hundred fifty foot distance from an adjacent legal residential structure on any adjoining parcels may be considered by the Planning Director, when the following criteria is met:

1. That the applicant has submitted an application for and has provided documented justification for the requested buffer reduction.
2. That there are special circumstances unique to the properties in question that would reasonably allow a buffer reduction.
3. That the buffer reduction would not result in harm to the public health, safety, or welfare and nearby land uses.
4. During the review of the documentation submitted, a Notice of Application will be sent to affected property owners providing information about the application(s) and identifying the following: 1) the date/time that the Planning Director will take action on the application; and 2) the date/time when comments must be submitted to the County to be considered by the Planning Director prior to taking action. County Code Section 17.32.080 (Authority – Planning Director) states that the planning director may, at their direction, schedule for hearing by the commission any application for a planning director's use permit. If affected property owners disagree with a decision of the director, they may appeal it to the PC per County Code Section 17.34.110(A).
5. The following situations are considered exceptions from the required three hundred fifty foot distance from an adjacent legal residential structure:

- a. Canopy that is less than the required three hundred fifty foot distance from an adjacent residential structure that is under identical ownership of that of the licensee.
- b. Canopy that is less than the required three hundred fifty foot distance from an adjacent parcel, with a legal residential structure, that has a cultivation license.
- c. Canopy that is found to be less than the three hundred fifty foot distance from an adjacent legal residential structure due to new construction on an adjacent property, since issuance of the original cannabis license and not under ownership of the licensee.

The criteria for amending Title 17 (Trinity County Zoning Code) is provided by Section 17.35.030. This Section provides the opportunity for the Board of Supervisors or Planning Commission to direct staff, via resolution, to bring updates and proposed revisions for review by the Planning Commission. The Planning Commission may then make recommendations to the Board of Supervisors.

ENVIRONMENTAL DETERMINATION:

California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment.

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Conduct a public hearing.
2. Close the public hearing.
3. Make a recommendation that the Board of Supervisors:
 - a. find that the amendments to Chapter 17.43.050 of the Trinity County Code is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment; and
 - b. approve an ordinance to amend TCC (§) Section 17.43 of the Zoning Code of the County of Trinity as described in this staff report.

ALTERNATIVES:

1. The Planning Commission may request continuance for additional information.
2. The Planning Commission may recommend amending the request with modifications.
3. The Planning Commission may deny the requested modifications.

ATTACHMENTS:

1. Zoning Code Section 17.43.050

17.43.050 - Limitation on location to cultivate cannabis.

- A. Applications will not be approved for cultivation of cannabis in any amount or quantity, in the following areas:
1. Within one thousand feet of a youth-oriented facility, a school, any church, or residential treatment facility as defined herein.
 2. Within five hundred feet of an authorized school bus stop.
 3. A legal parcel without a legal dwelling, or without an active building permit.
 4. Timber production zones (TPZ) with the exception made for qualified Phase I applicants (persons or entities who completed enrollment in the NCRWQCB Order #2015-0023 in reference to a Trinity County-based operation by August 1, 2016).
 5. Residential 1 (R1), residential 2 (R2), or residential 3 (R3) zones.
 6. Within the Trinity County jurisdiction of the Whiskeytown-Shasta-Trinity National Recreation Area and within the lease lots within the Ruth Lake Community Services District.
 7. Within the legal boundaries of the Weaverville Community Services District, Coffee Creek Volunteer Fire District and Trinity Center Community Services District, Bucktail Subdivision and within the following area of the Lewiston Community Services District: Mt. Diablo Meridian, Township 33N, Range 8W, Sections 17, 18, 19, 20, and Mt. Diablo Meridian, Township 33N, Range 9W, Section 24, 13, which are in proximity to high density areas, and therefore, create a substantial risk of a public nuisance. An exception to this limitation is allowed for applicants who have submitted an application for enrollment under NCRWQCB Order #2015-0023 by the following dates:
 - Weaverville Community Services District by December 31, 2016;
 - Lewiston Community Services District by January 15, 2017;
 - Coffee Creek Volunteer Fire District and Trinity Center Community Services District by November 30, 2017.
 8. For specialty cottage, specialty and small licenses cultivation shall not be allowed within three hundred fifty feet of a residential structure on any adjoining parcels. For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission. After obtaining an initial variance, the planning director can issue a director's use permit for subsequent years after an inspection.

(Ord. No. 315-849, § 1, 12-28-2020)



**TRINITY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

530 MAIN ST., PO BOX 2819
PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

Edward Prestley, Deputy Director

MEMORANDUM

DATE: February 6, 2024
TO: Members of the Trinity County Planning Commission
FROM: Deborah Rogge, Administrative Coordinator
SUBJECT: Agenda Item: Item 4, DEV-24-02 Zoning Text Amendment to 17.43

Comments received as of February 6, 2024.

February 5, 2024

Re: Section 17.43 Zoning Text Amendment, Project Number DEV-24-02

Trinity County Planning Commissioners,

Please accept and consider the following comments pertaining to the proposed TCC Section 17.43 language and process changes.

- A) Regarding the Discussion section of the staff report wherein it states, *"Staff believes that the intent of the residential setback was to reduce the exposure of adjacent or nearby receptors (e.g., residences, school etc.) to odors associated with mature cannabis..."*
- 1) This is staff's opinion, not a statement backed by supporting documentation nor facts. Others believe the intent of the original setback was to reduce the exposure to potential impacts associated with **commercial cannabis activities**, not just mature cannabis, thus supporting the Board of Supervisors Resolution 2016-077 statement **"WHEREAS, cannabis cultivation in Trinity County will take place without environmental damage and without detriment to neighbors or communities"**.
 - 2) The statement also misrepresents the definition of nearby receptors as written in the PEIR. Impact 3.3-3 Exposure of People to Objectionable Odors (pg ES-9) defines sensitive receptors as **residents, youth-oriented facilities, schools, churches, and residential treatment centers** while the staff report merely denotes *"nearby receptors (e.g. residences, school etc)"*, thus presenting the Commission a misguided vision of the PEIR intent.
- B) The staff report claims PEIR Impact 3.3-3 addresses odor impacts as a whole by requiring all fully enclosed cannabis structures containing cannabis plants and products employ mechanical ventilation controls, carbon filtration, etc. As stated, *"Effectively this means that odors generated during the **post-harvest phases** will be eliminated or significantly reduced..."* (emphasis added).
- 1) The report is silent to the fact that **not all** mature cannabis plants and their odors are within fully enclosed structures. There is no licensing requirement to cultivate indoors, thus mature plants emitting odors are NOT always fully enclosed and mitigated in the fashion noted.
 - 2) The report eludes the reader by insinuating nuisance odors only occur during the *post-harvest phases* and fails to inform the reader that the strongest odors are emitted during the flowering phase (pre-harvest) which lasts anywhere from 4 to 12 weeks *before harvest*.
 - 3) Furthermore, and as was brought to the Planning Commission's attention during the 8/3/2023 appeal of the director's decision to approve CCL-132, the County requires applicants submit an Odor Control Plan but DOES NOT require implementation of the plan prior to license approval and the commencement of operations. The Odor Control Plan is implemented one factor at a time, once the County becomes aware by means of code violation complaint filings that an odor nuisance exists. The process of satisfactorily completing odor mitigation could take years (complaints submitted, cannabis division investigates, licensee granted XXX amount of time to implement odor control measure 1, repeat process for measure 2, repeat process for measure 3, repeat process for measure 4, repeat process for measure 5). It is unrealistic to portray PEIR 3.3-3 miraculously prevents and satisfactorily mitigates odor impacts within any reasonable time period.

- C) The staff report proposes to exchange the term “cultivation” with the term “canopy” in determining the 350 foot setback from a residential structure for cultivation operations up to 10,000 square feet (small), while proposing the use of the term “cultivation” be used when determining the 500 foot setback from the property line for medium license types.
- 1) The definition implies adjacent property owners only have rights if their residence is within 350 feet, suggesting all other uses of the property can be impacted without any consideration whatsoever, such as play areas, gardens, recreational areas, pools, and so on.
 - 2) The definition fails to consider businesses catering to the public therefore subjecting the business and their customers to non-mitigated cannabis cultivation impacts.

Attachment A illustrates these noted imperfections. Scenario A depicts a proposed commercial cannabis site requiring an approved land use buffer reduction, where Scenarios B and C do NOT.

What is the difference between the scenarios?

Scenario A: The residence within 350 feet of the cultivation area is **protected** by the language thus requiring the applicant to obtain an approved buffer reduction;

Scenario B: The play area and vegetable garden within 350 feet of the cultivation area does not require an approved buffer reduction – nearby sensitive receptors are **not protected** in the proposed language.

Scenario C: The business depicted within 350 feet of the cultivation area also does not require an approved reduction – nearby sensitive receptors are **not protected** in the proposed language.

In summary, a building with walls and windows has more rights than residents, businesses, customers, children, individuals with respiratory issues and all others within 350 feet of the cultivation area. Children could literally be playing along the fence line of their own property and be within feet of mature cannabis plants and commercial cannabis operations such as harvesting, drying, composting, and so on. The proposed language ensures the adjacent property owner has no say in the matter.

- D) If interpreted correctly, the proposed 17.43.051 Cannabis Land Use Buffer Reductions language grants the Planning Director full authority to approve a proposed buffer reduction. The exceptions specified are understandable - the adjacent property is under the same ownership or is attached to a cultivation license. However, the following issues are concerning.
- 1) There is literally NO consideration as to whether or not the adjacent property owners will be subjected to commercial cannabis impacts. NOT just odor, but noise, traffic and other impacts from the cultivation site's day-to-day operations. The only relative proposed consideration is for the planning director to subjectively determine whether *“the buffer reduction would not result in harm to the public health, safety, or welfare and land uses”*. Considering these operations are conducted within chain link fences, locked gates, and most likely protected by guard dogs, why is it not automatically deemed potentially harmful (or a “public health, safety, or welfare risk) for children, people with immune/respiratory health issues, or anyone for that matter, to be within 350 feet of these cultivation operations?

- 2) The Planning Director uses his/her own judgment to determine whether or not a buffer reduction should be granted. The adjacent property owners are noticed of the time period and have the option to submit their concerns to the planning director (the SAME person making the original decision). The planning director then decides whether the property owners concerns are valid. If the planning director disagrees with the submitted concerns, a hearing before the Planning Commission is or is not scheduled? The proposed language states the “*planning director may, at their direction*” schedule the hearing.

As written, the assumption is that the planning director makes the original decision, the property owners submit their concerns to the planning director (aka, appeals to the planning director), the planning director denies the concerns/appeal of his/her OWN decision. The property owners then must file an appeal and pay the required \$500 appeal fee to have the Commission review their concerns.

The proposal eliminates the adjacent property owners rights to a quasi-judicial hearing by the Planning Commission as is conducted now, thus requiring they file an appeal and pay \$500. The decision to approve or deny the proposed buffer reduction is subjective - not based on regulatory language. Therefore, the subjective decision should NOT under the jurisdiction of the planning director/staff - all points and perspectives should be submitted for the Planning Commission’s consideration and decision.

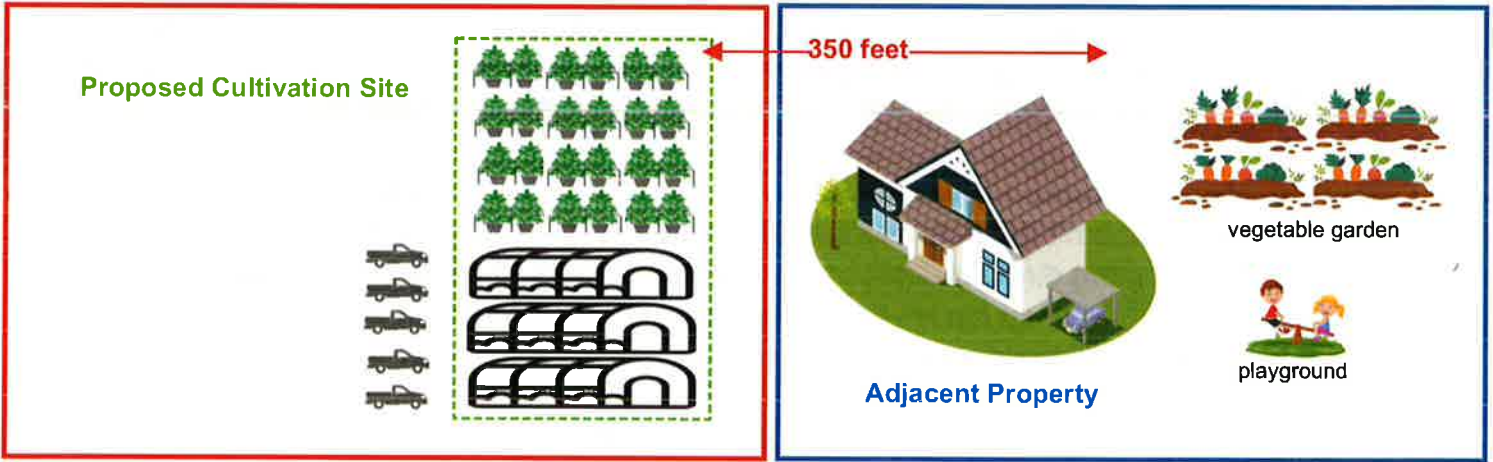
In closing, I encourage the Planning Commission take this opportunity to improve Chapter 17.43 *for all Trinity County citizens* and incorporate the following within your recommendation to the Board of Supervisors:

- 1) Deny the exchange of the term “cultivation” for the term “canopy”. Recognize and acknowledge all commercial cannabis cultivation operational impacts are not contained to the “mature canopy” or within a supposed odor controlled building. Require a “cultivation” area be defined and approved, allowing the cultivator freedom of mature canopy placement, processing and handling anywhere within the approved cultivation area.
- 2) Modify 17.43.050(A)(8) language for small license types to be consistent with medium licenses by requiring the approved cultivation area boundaries be 350 feet from any adjacent **property line**, eliminating the controversial use of the residential setback terminology as a whole. The adjacent property owners and sensitive receptors within the area benefit from this modification. The measurement factors are manageable for cannabis division staff - always the approved cultivation area boundary to adjacent property line.
- 3) Require all proposed cannabis land use buffer reductions be presented to and decided by the Planning Commission, with the only exceptions limited to the cannabis director's verification of adjacent property being of the same ownership or in possession of an approved commercial cannabis cultivation license.

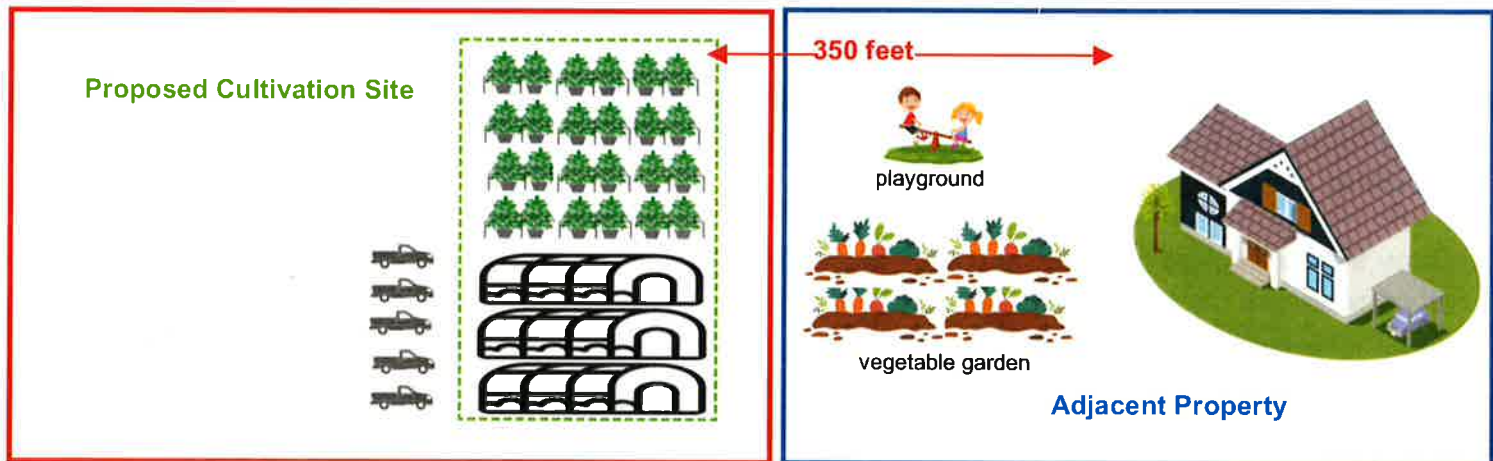
Thank you for your consideration,
Kristel Bell

ATTACHMENT A

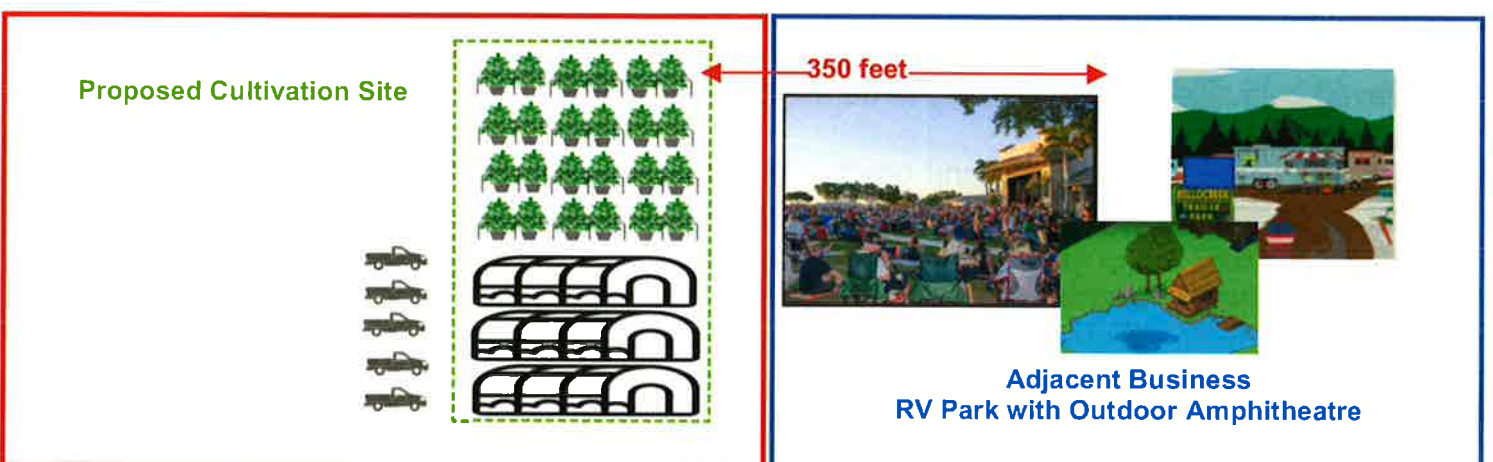
Scenario A: Buffer Reduction Approval Required



Scenario B: NO Buffer Reduction Approval Required



Scenario C: NO Buffer Reduction Approval Required





**TRINITY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION**

530 MAIN ST., PO BOX 2819
PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

Edward Prestley, Deputy Director

MEMORANDUM

DATE: February 7, 2024
TO: Members of the Trinity County Planning Commission
FROM: Drew Plebani, Cannabis Division Director,
SUBJECT: Agenda Item: Item 4, DEV-24-02 Zoning Text Amendment to 17.43

Staff directs the reader to the following sections and excerpts from Volume 1 & 2 of the Certified Final Programmatic Environmental Impact Report (PEIR). Furthermore, the FEIR addresses Odor in various sections, including the following:

Trinity County Cannabis Program FEIR Vol.2.- ES.3.2 Significant and Unavoidable Impacts and Cumulative Impacts.

“Mitigation measures have been identified in Sections 3.1 through 3.16 of this EIR that are intended to mitigate project effects to the extent feasible. For the following environmental issue areas, one or more impacts are considered significant and unavoidable; that is, no feasible mitigation is available to reduce the project’s impacts or the project’s contribution to cumulative impacts to a less-than-significant level.” (Excerpt refers specifically to Air Quality -Odor)

Trinity County Cannabis Program FEIR Vol.2.- Impact 3.3-3: Exposure of People to Objectionable Odors: “Setbacks are required under the Cannabis Program, however, they do not preclude the generation of odorous emissions in such quantities as to cause detriment, nuisance, or annoyance to a substantial number of people. This impact would be **significant**.”

“Although exposure to offensive odors generally does not result in physical harm, the odors can be perceived as objectionable leading to considerable distress among the public and can result in citizen complaints to local governments and regulatory agencies.”

“All cultivation operations would be required to be setback a minimum of 350 feet from adjacent residences such that attendant odors would less likely be detectable by people off-site.”

“While the Cannabis Program requires a minimum setback for cultivation sites of 350 feet from

adjacent residences” ... “it does not preclude the potential for off-site residential receptors to be exposed to odors emitted by mature cannabis plants that they find objectionable. As a result, this impact would be **significant**.”

Trinity County Cannabis Program FEIR Vol.2- Mitigation Measure 3.3-3: Implement Odor Control Plan for the Growing, Cultivating, Processing, Handling of Cannabis

Significance after Mitigation

Implementation of Mitigation Measure 3.3-3 would reduce the potential of odor nuisance impacts and would include corrective actions for cultivation sites that routinely generate nuisance odor impacts off-site. However, it is possible that nuisance odor impacts would occur occasionally before abatement for outdoor cultivation sites, especially in areas where outdoor cultivation sites are concentrated. There are no feasible mitigation measures for completely avoiding the potential for occasional odor nuisance impacts because there is no reliable method.

Trinity County Cannabis Program FEIR Vol.1.- 3.2.4 Master Response: Odors associated with Cannabis Cultivation.

“Odors with distinct odor characteristics emanating from proximate sources are generally not additive or amplified. However, odors with the same or similar odor characteristics emanating from proximate sources may be additive. Therefore, multiple odor sources in a given geographic area would not necessarily increase the strength of an odor, although a higher frequency of odor detection would be expected.” This evidences that without active cultivation the cumulative effects vs additive effects cannot discerned, and statements related to past odor concerns without quantified data cannot be used to evaluate the subjective concerns stated by the appellant.

For reference, also included as attachments to this memo are the following documents:

- Highlighted sections of Trinity County Cannabis Program FEIR Vol.2.
- Background and Discussion to Resolution 2023-071,
- Board of Supervisors Agenda Item 4.1, Meeting Date 12/19/2023,
- Current residential setback mapping from “Cultivation”,
- Three example maps depicting: ‘Cultivation’ vs. ‘Canopy’ as they relate to the Residential Setback requirement. Example maps are also intended to more clearly define potential future mapping standards related to Setback maps vs. Buffer maps, as it relates to the residential setback requirement.



**TRINITY COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

530 MAIN ST., PO BOX 2819
PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

Edward Prestley, Deputy Director

MEMORANDUM

DATE: February 8, 2024
TO: Members of the Trinity County Planning Commission
FROM: Drew Plebani, Cannabis Division Director,
SUBJECT: Agenda Item: Agenda Item: Item 4, DEV-24-02 Zoning Text
Amendment to 17.43

Attached is Resolution 2020-103 A *RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY (1) ADOPTING FINDINGS OF FACT AND A STATEMENT OF OVERRIDING CONSIDERATIONS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; (2) ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; AND (3) CERTIFYING THE ENVIRONMENTAL IMPACT REPORT CONCERNING THE COUNTY'S COMMERCIAL CANNABIS PROGRAM*

RESOLUTION NO. 2020-103

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY (1) ADOPTING FINDINGS OF FACT AND A
STATEMENT OF OVERRIDING CONSIDERATIONS UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT; (2) ADOPTING A MITIGATION MONITORING
AND REPORTING PROGRAM; AND (3) CERTIFYING THE ENVIRONMENTAL
IMPACT REPORT CONCERNING THE COUNTY'S COMMERCIAL CANNABIS
PROGRAM**

WHEREAS, the County published a Notice of Preparation of an Environmental Impact under the California Environmental Quality Act ("CEQA") regarding the County's Commercial Cannabis Program ("Cannabis Program") on December 21, 2018.

WHEREAS, on January 16, 2019, the County held a scoping meeting to elicit public input and comment regarding the preparation of the intended environmental impact report for the Program.

WHEREAS, following the preparation of a Draft Environmental Impact Report ("DEIR") regarding the Program, the County published Notice of Availability of the DEIR on May 29, 2019.

WHEREAS, on September 26, 2019, the Planning Commission held a workshop to receive public input regarding the DEIR.

WHEREAS, on November 19, 2019 and February 11, 2020, the Board of Supervisors held special meetings to receive further public input regarding the DEIR.

WHEREAS, a Final Environmental Impact Report ("FEIR") has been prepared, which includes written responses to all comments received during the formal comment period on the DEIR.

WHEREAS, a public hearing was held before the Planning Commission on November 19, 2020 to consider whether the Planning Commission should recommend certification of the FEIR.

WHEREAS, following the close of the public hearing, the Planning Commission continued the proposed certification of the FEIR and adoption of the Ordinance for further consideration and deliberation at a special meeting on December 3, 2020.

WHEREAS, at its December 3, 2020 special meeting, the Planning Commission recommended that the Board of Supervisors certify the FEIR with modifications that it specified in Planning Commission Resolution PC-2020-13, which the Board of Supervisors has reviewed and considered.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors finds, in accordance with Sections 15090 and 15091 of the California Environmental Quality Act ("CEQA") Guidelines (California Code of Regulations, Title 14, Chapter 3) that:

1. The FEIR and DEIR were prepared and completed in compliance with CEQA and the CEQA Guidelines;
2. The Board of Supervisors has fully reviewed and considered the FEIR and DEIR; and
3. The FEIR and DEIR reflect the independent judgment and analysis of the County, as the lead agency for the CEQA project being considered.

BE IT FURTHER RESOLVED that the Board of Supervisors adopts the CEQA Findings of Fact and Statements of Overriding Considerations for the Cannabis Program attached in Attachment A.

BE IT FURTHER RESOLVED that the Board of Supervisors adopts the Mitigation and Monitoring Program for the Program attached in Attachment B.

BE IT FURTHER RESOLVED that the Environmental Impact Report for the Cannabis Program is hereby certified pursuant to CEQA.

DULY PASSED AND ADOPTED this 21st day of December, 2020 by the Board of Supervisors of the County of Trinity by motion, second (Brown/Morris), and the following vote:

AYES:	Supervisors Brown, Morris, Groves, Fenley 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

ATTACHMENT A

CEQA Findings of Fact and Statement of Overriding Considerations Trinity County Cannabis Program SCH Number: 2018122049

Prepared for:
Trinity County Department of Transportation
P.O. Box 2490
31301 State Highway 3
Weaverville, CA 96093
Contact: David Colbeck, Environmental Compliance Specialist

Prepared by:
Ascent Environmental
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Contact: Pat Angell, Project Manager

December 2020

TABLE OF CONTENTS

Section		Page
1	FINDINGS OF FACT	3
1.1	Introduction.....	3
1.1.1	Purpose	3
1.1.2	Organization and Format of Findings	4
1.1.3	Summary of Project Description.....	4
1.1.4	Project Objectives.....	5
1.1.5	Environmental Review Process.....	5
1.2	CEQA Findings of Independent Judgment.....	6
1.2.1	Effects Determined Not to Be Significant.....	6
1.2.2	Less Than Significant Impacts.....	7
1.2.3	Potentially Significant Impacts that Can Be Mitigated Below a Level of Significance.....	11
1.2.4	Potentially Significant Impacts That Cannot Be Mitigated Below a Level of Significance.....	47
1.3	Findings Regarding Alternatives	53
1.3.1	No Project Alternative.....	54
1.3.2	Siting Limitation for Commercial Cannabis Sites Alternative	55
1.3.3	Reduced Commercial Cannabis Operations Alternative.....	56
1.4	General CEQA Findings.....	57
1.4.1	Mitigation Monitoring and Reporting Program.....	57
1.4.2	CEQA Guidelines Section 15091 and 15092 Findings.....	58
1.4.3	Board of Supervisors Independent Judgment.....	58
1.4.4	Nature of Findings.....	58
1.4.5	Reliance on Record	58
1.5	Certification of the Final Environmental Impact Report.....	60
2	STATEMENT OF OVERRIDING CONSIDERATIONS.....	61

This page intentionally left blank.

1 FINDINGS OF FACT

1.1 INTRODUCTION

1.1.1 Purpose

This statement of Findings of Fact (Findings) and Statement of Overriding Considerations addresses the environmental effects associated with the Trinity County Cannabis Program (Cannabis Program or project). These Findings are made pursuant to the California Environmental Quality Act (CEQA) under Sections 21081, 21081.5, and 21081.6 of the Public Resources Code and Sections 15091 and 15093 of the CEQA Guidelines, Title 14, Cal. Code Regs. 15000, et seq (CEQA Guidelines). The potentially significant impacts were identified in both the Draft Environmental Impact Report (EIR) and the Final EIR, as well as additional facts found in the complete record of proceedings.

Public Resources Code 21081 and Section 15091 of the CEQA Guidelines require that the lead agency prepare written findings for identified significant impacts, accompanied by a brief explanation for the rationale for each finding. Trinity County (County) is the lead agency responsible for preparation of the EIR in compliance with CEQA and the CEQA Guidelines. Section 15091 of the CEQA Guidelines states, in part, that:

- a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - 1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
 - 2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - 3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

In accordance with Public Resource Code 21081 and Section 15093 of the CEQA Guidelines, whenever significant impacts cannot be mitigated to below a level of significance, the decision-making agency is required to balance, as applicable, the benefits of the proposed project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable." In that case, the decision-making agency may prepare and adopt a Statement of Overriding Considerations, pursuant to the CEQA Guidelines.

Section 15093 of the CEQA Guidelines state that:

- a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
- b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.

- c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The Final EIR for the project identified potentially significant effects that could result from project implementation. However, the County Board of Supervisors finds that the inclusion of certain mitigation measures as part of the project approval will reduce most, but not all, of those effects to less than significant levels. Those impacts that are not reduced to less than significant levels are identified and overridden due to specific project benefits in a Statement of Overriding Considerations.

In accordance with CEQA and the CEQA Guidelines, the County Board of Supervisors adopts these Findings as part of its certification of the Final EIR for the project. Pursuant to Section 21082.1(c)(3) of the Public Resources Code, the County Board of Supervisors (Board) also finds that the Final EIR reflects the Board's independent judgment as the lead agency for the project. As required by CEQA, the Board, in adopting these Findings, also adopts a Mitigation Monitoring and Reporting Program (MMRP) for the project. The Board finds that the MMRP, which is incorporated by reference and made a part of these Findings, meets the requirements of Section 21081.6 of the Public Resources Code by providing for the implementation and monitoring of measures intended to mitigate potentially significant effects of the project.

1.1.2 Organization and Format of Findings

Section 1.1, Introduction, contains a summary description of the Cannabis Program and background facts relative to the environmental review process.

Section 1.2 discusses the CEQA findings of independent judgment. Section 1.2.1 identifies the project's potential environmental effects that were determined not to be significant and, therefore, do not require mitigation measures. Section 1.2.2 describes the environmental effects determined not to be significant and therefore were not further evaluated in detail in the EIR. Section 1.2.3 identifies the potentially significant effects of the project that would be mitigated to a less than significant level with implementation of the identified mitigation measures. Section 1.2.4 of these Findings identifies the significant impacts of the project that cannot be mitigated to a less than significant level, even though all feasible mitigation measures have been identified and incorporated into the project.

Section 1.3 identifies the feasibility of the project Alternatives that were studied in the EIR.

Section 1.4 discusses findings with respect to mitigation of significant adverse impacts, and adoption of the Mitigation, Monitoring, and Reporting Program (MMRP).

Section 1.5 describes the certification of the Final EIR.

Section 2.0 contains the Statement of Overriding Considerations providing the Board's views on the balance between the project's significant environmental effects and the merits and objectives of the project.

1.1.3 Summary of Project Description

The Cannabis Program proposes to continue regulating cannabis operations within the county. These include indoor, outdoor, and mixed-light cultivation operations, nurseries, processing, testing, manufacturing, distribution, and non-storefront retail activities. Trinity County has six ordinances to regulate each of the cannabis operation types that are collectively referred to as the Cannabis Program. The following project components are proposed:

- ▶ adopt the six ordinances that regulate commercial cannabis operations in the unincorporated area of the county into a single ordinance;
- ▶ propose an amendment to Section S315-843(1)(i) of the Cultivation Ordinance 315-843 that would increase the designated area for cultivation activities from 200 percent to 250 percent;

- ▶ provide amendments to the various ordinances through mitigation measures to prevent potentially significant environmental impacts of cannabis activities.

1.1.4 Project Objectives

The County has identified the following objectives for the Cannabis Program:

- ▶ regulate cannabis operations in a manner that ensures that the county is a safe place for all residents to live and work,
- ▶ protect the county's quality of life and natural environment,
- ▶ ensure that cannabis operations avoid environmental damage and detrimental impacts on communities and neighborhoods,
- ▶ regulate cannabis operations to protect the county's reputation as a tourist destination, and
- ▶ align the County's commercial cannabis regulations with state requirements.

1.1.5 Environmental Review Process

NOTICE OF PREPARATION

In accordance with CEQA (PRC Section 21092) and the State CEQA Guidelines (14 CCR Section 15082), a notice of preparation (NOP) was distributed on December 21, 2018, to the State Clearinghouse, responsible agencies, interested parties and organizations, and private organizations and individuals that could have interest in the project. A scoping meeting was held January 16, 2019, at the Trinity Alps Performing Arts Center in Weaverville.

DRAFT EIR

On May 29, 2019, the County released the Draft EIR for a 45-day public review and comment period. The Draft EIR was submitted to the State Clearinghouse for distribution to reviewing agencies and posted on the County's website at <https://www.trinitycounty.org/Commercial-Cannabis> and <https://www.trinitycounty.org/Transportation>. The Draft EIR was also made available at the following locations:

- ▶ Hayfork Library, 6641A State Highway 3, Hayfork;
- ▶ Trinity Center Branch Library, 540B Airport Road, Scott Museum Building, Trinity Center;
- ▶ Weaverville Public Library, 351 Main Street, Weaverville;
- ▶ Willow Creek Branch Library, 39 Mayfair Street, Willow Creek;
- ▶ Trinity County Department of Transportation, 31301 Highway 3, Weaverville; and
- ▶ Trinity County Planning Department, 60 Airport Road, Weaverville.

Public meetings to provide an overview of the Draft EIR and environmental review process were held on the following dates and at the following locations:

- ▶ June 19, 2019 – Weaverville,
- ▶ June 20, 2019 – Burnt Ranch,
- ▶ June 21, 2019 – Trinity Center,
- ▶ June 22, 2019 – Mad River, and
- ▶ June 22, 2019 – Hayfork.

FINAL EIR

Section 15088 of the State CEQA Guidelines requires that the Lead Agency responsible for the preparation of an EIR evaluate comments on environmental issues received during the noticed comment period and prepare written response addressing each of the comments. The intent of the Final EIR is to provide a forum to address comments pertaining to the information and analysis contained within the Draft EIR, and to provide an opportunity for clarifications, corrections, or revisions to the Draft EIR as needed and as appropriate.

After completion of the 45-day comment period, the County held four additional meetings to receive input on the Draft EIR and the Cannabis Program:

- ▶ September 26, 2019, Planning Commission meeting,
- ▶ November 19, 2019, Board of Supervisors meeting, and
- ▶ December 11, 2019, Board of Supervisors special meeting.

While not required under State CEQA Guidelines Section 15088, the Final EIR provides a summaries of common comments received at these meetings and responses to these comments.

The Final EIR assembles in one document all the environmental information and analysis prepared for the proposed project, including comments on the Draft EIR and responses by the County to those comments.

In accordance with State CEQA Guidelines Section 15132, the Final EIR (in two volumes) for the proposed project consists of: (i) the Draft EIR and subsequent revisions; (ii) comments received on the Draft EIR; (iii) a list of the persons, organizations, and public agencies commenting on the Draft EIR; (iv) written responses to significant environmental issues raised during the public review and comment period and related supporting materials; and, (v) other information contained in the EIR, including EIR appendices.

The Final EIR was released on November 11, 2020 and was made available for review by commenting agencies, in accordance with CEQA requirements. The Final EIR was also made available to the public online at <https://www.trinitycounty.org/node/2609>.

1.2 CEQA FINDINGS OF INDEPENDENT JUDGMENT

1.2.1 Effects Determined Not to Be Significant

Section 15128 of the State CEQA Guidelines requires an EIR to contain a statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and were, therefore, not discussed in detail in the EIR. This information is addressed in Section 1.2.1, "Effects Found Not to be Significant," and under the heading "Issues Not Discussed Further" in each resource section of the Final EIR Volume 2. Based on these discussions, implementation of the Cannabis Program was determined to result in no potentially significant impacts related to the following issues, which were therefore, not discussed in detail in the EIR:

- ▶ Air Quality: the Cannabis Program would not result in impacts associated with the naturally occurring asbestos because the North Coast Unified Air Quality Management District requires projects conform with the California Air Resources Board's Airborne Toxic Control Measures for naturally occurring asbestos;
- ▶ Air Quality: the Cannabis Program are not expected to generate more than 32 trips per day during the peak harvest period that could create carbon monoxide hot spots;
- ▶ Air Quality: the Cannabis Program construction and operation of new cannabis facilities would not expose existing receptors to substantial toxic air contaminant concentrations;
- ▶ Biological Resources: the Cannabis Program are not expected result in significant impacts to California wolverine, gray wolf, Sierra Nevada red fox, and western yellow-billed cuckoo;

- ▶ Biological Resources: the commercial cannabis uses under the Cannabis Program would not be permitted within the implementation areas of existing habitat conservation plan areas (private land designated for timber harvest and aquatic habitat), and thus would not affect the successful implementation of the habitat conservation plans;
- ▶ Hydrology and Water Quality: implementation of the Cannabis Program would not increase hazards associated with tsunamis hazards as the county is not exposed to these hazards;
- ▶ Hydrology and Water Quality: implementation of the Cannabis Program would not conflict with the Sustainable Groundwater Management Act because groundwater basins in the county are considered to be of low priority, and thus are not subject to development of a sustainable groundwater management plan;
- ▶ Mineral Resources: implementation of the Cannabis Program would not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state;
- ▶ Mineral Resources: implementation of the Cannabis Program would not result in the loss of availability of a locally-important mineral resource recovery site delineated on an applicable land use plan;
- ▶ Noise: implementation of the Cannabis Program would not expose people residing or working in the county to excessive noise associated with airport/airstrip-related operations;
- ▶ Noise: implementation of the Cannabis Program would not generate excessive groundborne vibration or groundborne noise levels during construction or operation;
- ▶ Population and Housing: implementation of the Cannabis Program would not induce substantial population growth and necessitate the construction of new housing. Commercial cannabis uses are not expected to displace housing or displace people because cultivation would be required to be setback from residential uses;
- ▶ Public Services: implementation of the Cannabis Program would not substantially increase population levels in the county. Thus, there would not be additional use of schools or parks and recreation facilities such that new or expansion of facilities would be necessary. Likewise, there would not be an increased demand on fire or law enforcement demand associated with population growth;
- ▶ Recreation: implementation of the Cannabis Program would not result in a substantial increase in countywide population such that indirect impacts on recreational facilities could occur;
- ▶ Transportation: implementation of the Cannabis Program would not result in a change in air traffic patterns or contribute to an increase in demand for air travel; and
- ▶ Transportation: implementation of the Cannabis Program would not limit or adversely affect rail traffic, infrastructure, or activities. Similarly, transit, bike, and pedestrian facilities and activities would not be affected by the project. Due to the rural character of much of the transportation network and the anticipated dispersion of the individual cultivation sites throughout the county, the project would not generate demand for transit, bike, or pedestrian facilities.

1.2.2 Less Than Significant Impacts

The Board finds that, based upon substantial evidence in the record, including information in the Final EIR, the following impacts have been determined be less than significant and no mitigation is required pursuant to Public Resources Code section 21081(a) and CEQA Guidelines Section 15091(a):

AESTHETICS

An evaluation of the project's lighting and glare impacts is found in Section 3.1, "Aesthetics," of the Final EIR Volume 2. Implementation of the Cannabis Program would not result in nighttime lighting and glare impacts because the Cannabis Program and state regulations require the shielding of nighttime light sources for all activities (**Impact 3.1-3**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from lighting and glare is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.1 page 3.1-11).

AGRICULTURE AND FORESTRY RESOURCES

An evaluation of the project's agriculture and forestry resources impacts is found in Section 3.2, "Agriculture and Forestry Resources," of the Final EIR Volume 2. Health and Safety Code Section 11362.777(a) and Business and Professions Code Section 26067(a) define medical and adult-use cannabis as agricultural products, and cannabis is defined by the state as an agricultural product; therefore, cannabis activities under the Cannabis Program would not result in conversion of farmland to nonagricultural uses or conflict with existing zoning for agricultural use or a Williamson Act contract (**Impact 3.2-1**). Implementation of the Cannabis Program would allow existing licensed cultivation sites to expand and new commercial cannabis operations to be located in forested areas and result in forest removal. However, commercial cannabis operations would be restricted from locating in areas zoned Timber Production Zone, as well as public lands that contain most of the county's forest resources (**Impact 3.2-2**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects to agriculture and forestry resources is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.2 pages 3.2-9 through 3.2-11).

ARCHAEOLOGICAL, HISTORICAL, AND TRIBAL CULTURAL RESOURCES

An evaluation of the project's archaeological, historical, and tribal cultural resources impacts is found in Section 3.5, "Archaeological, Historical, and Tribal Cultural Resources," of the Final EIR Volume 2. Cannabis operations associated with implementation of the Cannabis Program could be located on properties that contain known or unknown archaeological resources, and ground-disturbing activities could result in discovery or damage of previously undiscovered archaeological resources as defined in State CEQA Guidelines Section 15064.5. Implementation of existing state regulations would ensure that these potential impacts are addressed and mitigated (**Impact 3.5-2**).

Previously undiscovered human remains could be discovered when soils are disturbed during construction of commercial cultivation and processing sites under the Cannabis Program. Compliance with California Health and Safety Code Sections 7050.5 and 7052, Public Resources Code Section 5097 (**Impact 3.5-3**). Consultation with tribes also did not identify any tribal cultural resources that could be affected by implementing the County Cannabis Program (**Impact 3.5-4**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects on archaeological resources, human remains, and tribal cultural resources is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.5 pages 3.5-20 through 3.5-22).

ENERGY

An evaluation of the project's energy impacts is found in Section 3.6, "Energy," of the Final EIR. Implementation of the Cannabis Program is not projected to result in any significant impacts related to wasteful, inefficient, or unnecessary consumption of energy or wasteful use of energy resources (**Impact 3.6-1**); conflict with or obstruct a state or local plan for renewable energy or energy efficiency (**Impact 3.6-2**); or impacts to energy facilities (**Impact 3.6-3**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from wasteful, inefficient, or unnecessary consumption of energy or wasteful use of energy resources, conflict with or obstruct a state or local plan for renewable energy or energy efficiency, or to energy facilities is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.6 pages 3.6-8 through 3.6-13).

GEOLOGY AND SOILS

An evaluation of the project's geology and soils impacts is found in Section 3.7, "Geology and Soils," of the Final EIR Volume 2. Implementation of the Cannabis Program would not exacerbate existing seismic hazards and would comply with state and local regulatory design requirements related to seismic hazards (e.g., building codes and other laws and regulations), such that the exposure of people or structures to risk of loss, injury or death resulting from rupture of a known earthquake fault or strong seismic shaking would be avoided or reduced (**Impact 3.7-1**). Septic systems must be sited, designed, and constructed in accordance with applicable local requirements (**Impact 3.7-3**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from loss, injury, or death, involving seismic hazards; or operation of septic systems is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.7 pages 3.7-9 through 3.7-13).

HAZARDS AND HAZARDOUS MATERIALS

An evaluation of the project's hazard impacts is found in Section 3.9, "Hazards and Hazardous Materials," of the Final EIR Volume 2. Compliance with existing, applicable rules and regulations specifically designed to protect public health would be sufficient to preclude significant hazardous materials impacts (**Impact 3.9-1**). Also existing regulations effectively reduce the potential for individual projects to create a hazard to the public, schools, or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials (**Impact 3.9-3** and **3.9-4**). The Cannabis Program would also not create a safety hazard or excessive noise exposure for people working or residing near a public airport (**Impact 3.9-5**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects associated with hazardous materials and airport hazards is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.9 pages 3.9-12 through 3.9-18).

LAND USE AND PLANNING

An evaluation of the project's land use impacts is found in Section 3.11, "Land Use and Planning," of the Final EIR Volume 2. The Cannabis Program contains requirements that would manage conditions that create public nuisances by enacting restrictions on the location, type, and size of cannabis cultivation sites and commercial activities in the county, as well as other requirements such as setbacks, security, and other protective measures. Because the project would include the above requirements, land use conflicts that could result in the division of established communities would not occur (**Impact 3.11-1**). The Cannabis Program would also amend the County Code of Ordinances that implements the General Plan land use policy direction, and would be consistent with General Plan land use provisions. Further, the Cannabis Program contains permitting requirements that provides a mechanism for the County to ensure compliance with relevant plans and policies (**Impact 3.11-2**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects associated with land use and planning is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.11 pages 3.11-5 through 3.11-7).

NOISE

An evaluation of the project's noise impacts is found in Section 3.12, "Noise," of the Final EIR Volume 2. Implementation of the Cannabis Program would require operations to comply with noise standards in the Trinity County General Plan (**Impact 3.12-2**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's effects from generation of significant operational noise levels is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.12 page 3.12-10).

PUBLIC SERVICES

An evaluation of the project's public services impacts is found in Section 3.13, "Public Services," of the Final EIR Volume 2. Commercial cannabis production and operation under the Cannabis Program would be required to include on-site security measures that would address safety of the facilities and would not require increased law enforcement services that would result in the need for new or altered facilities (**Impact 3.13-2**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's law enforcement effects is less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.13 page 3.13-12).

TRANSPORTATION/TRAFFIC

An evaluation of the project's transportation impacts is found in Section 3.14, "Transportation/Traffic," of the Final EIR Volume 2. Implementation of the Cannabis Program would not result in significant effects related to construction traffic, operations, and vehicle miles traveled (**Impact 3.14-1**, **Impact 3.14-2**, and **Impact 3.14-5**).

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's transportation impacts are less than significant, and no mitigation measures are required (Final EIR Volume 2, Section 3.14 pages 3.14-13 through 3.14-16).

CUMULATIVE

An evaluation of the project's cumulative impacts is found in Chapter 4, "Cumulative Impacts," of the Final EIR Volume 2. Implementation of the Cannabis Program is not projected to result in any cumulatively considerable impacts in the following areas with implementation of mitigation measures project impacts identified in sections 3.1 through 3.16 of the Final EIR Volume 2:

- ▶ Substantial Adverse Cumulative Effect Related to Scenic Views, Scenic Highways, Visual Character and Lighting Impacts (**Impact 4.3.1**)
- ▶ Substantial Adverse Cumulative Effect Related to Agricultural and Forestry Impacts (**Impact 4.3.2**)
- ▶ Substantial Adverse Cumulative Effect Related to Biological Resource Impacts (**Impact 4.3.4**)
- ▶ Substantial Adverse Cumulative Effect Related to Archaeological, Historical, and Tribal Cultural Resource Impacts (**Impact 4.3.5**)
- ▶ Substantial Adverse Cumulative Effect Related to Energy Impacts (**Impact 4.3.6**)

- ▶ Substantial Adverse Cumulative Effect Related to Geology and Soil Impacts (**Impact 4.3.7**)
- ▶ Substantial Adverse Cumulative Effect Related to Greenhouse Gas Impacts (**Impact 4.3.8**)
- ▶ Substantial Adverse Cumulative Effect Related to Hazards and Hazardous Materials Impacts (**Impact 4.3.9**)
- ▶ Substantial Adverse Cumulative Effect Related to Water Quality, Groundwater, Flooding, and Surface Water Resource Impacts (**Impact 4.3.10**)
- ▶ Substantial Adverse Cumulative Effect Related to Land Use and Planning Impacts (**Impact 4.3.11**)
- ▶ Substantial Adverse Cumulative Effect Related to Public Service Impacts (**Impact 4.3.13**)
- ▶ Substantial Adverse Cumulative Effect Related to Traffic Operational Impacts, Vehicle Miles Traveled Impacts, and Roadway/Emergency Access Impacts (**Impact 4.3.14**)
- ▶ Substantial Adverse Cumulative Effect Related to Public Wastewater Impacts, Public Water Supply Impacts, and Solid Waste Impacts (**Impact 4.3.15**)
- ▶ Substantial Adverse Cumulative Effect Related to Wildfire Impacts (**Impact 4.3.16**)

Finding

The Board finds that, based upon substantial evidence in the record, the potential impact related to the project's contribution to the above cumulative impacts are less than cumulatively considerable (Final EIR Volume 2, Chapter 4). The reader is referred to findings on project impacts and mitigation measures related to cumulative impacts in Section 1.2.3 and 1.2.4 below.

1.2.3 Potentially Significant Impacts that Can Be Mitigated Below a Level of Significance

Pursuant to Section 21081(a) of the Public Resources Code and Section 15091(a)(1) of the CEQA Guidelines, the Board finds that, for each of the following significant effects identified in the Final EIR, changes or alterations have been required in, or incorporated into, the proposed project which avoid or mitigate the identified significant effects on the environment to less than significant levels. These findings are explained below and are supported by substantial evidence in the record of proceedings.

AESTHETICS – IMPACTS TO SCENIC VISTAS OR DAMAGE SCENIC RESOURCES

An evaluation of the project's impacts related to aesthetics is found in Section 3.1, "Aesthetics," of the Final EIR Volume 2. Implementation of the Cannabis Program has the potential to alter localized public views of scenic vistas or resources from tree and vegetation removal and the construction of fencing and on-site structures (**Impact 3.1-1**).

Mitigation measures to avoid or reduce the environmental effects of the project on aesthetics are included as part of the project.

Mitigation Measure 3.1-1a: Screen Cultivation Sites from County Scenic Roadways

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal for sites located within 0.5 mile of a County-designated scenic roadway will provide details on methods to screen the cultivation site from public views along the scenic roadway so that the developed site conditions blends with the existing visual character of the viewshed and does not dominate the view. Screening may be accomplished through retention of perimeter trees and other vegetation, revegetation with locally appropriate native vegetation as part of site modification or closure, or other methods determined acceptable to the County. This requirement will not apply to cultivation sites that demonstrate the site is not visible from the scenic roadway. Due to the topography of specific sites, a

fence may not be adequate to screen a cultivation site from the roadway. For these sites, perimeter trees and other vegetation shall be used.

Mitigation Measure 3.1-1b: Maintain Cultivation Premises

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal will maintain the premises clear of trash and debris piles. No trash or debris, including abandoned cars, various woody materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the premises for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal.

Mitigation Measure 3.1-1c: Fence Cultivation Site

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ Covered and solid fencing shall be designed to blend with the surrounding rural or natural conditions of the parcel and will be maintained in good working condition. If topography prevents fencing from being adequate screening, a vegetative fence will be maintained in good condition to comply with screening requirements. The County will inspect compliance with this measure prior to license renewal.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential aesthetics-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.1-1a would address impacts on scenic views and scenic resources by requiring the screening of new cultivation sites and the establishment of screening features at existing cultivation sites, ensuring that these features do not dominate the scenic view. Mitigation Measures 3.1-1b and 3.1-1c would require that the cultivation site conditions be maintained clean of trash and debris piles and that fencing blend with the surrounding conditions of the site. These mitigation measures would be consistent with the intent of Circulation Element Policy 1.15D and recommendations of the Open Space Element. (Final EIR Volume 2 Section 3.1 pages 3.1-8 and 3.1-9)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.1-1b was revised since release of the Final EIR to clarify that the measure is intended to apply to the premise of cannabis cultivation sites where cannabis activities would occur, and not to the entirety of a parcel. Premises, as defined in the proposed project, means "the designated structure(s) and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted...."

AESTHETICS - DEGRADE VISUAL CHARACTER

An evaluation of the project's impacts related to aesthetics is found in Section 3.1, "Aesthetics," of the Final EIR Volume 2. Implementation of the Cannabis Program could result in the expansion of cannabis cultivation operations in areas where the expanded operations would conflict with the rural and natural character of the county (**Impact 3.1-2**).

Mitigation measures to avoid or reduce the environmental effects of the project on aesthetics are included as part of the project.

Mitigation Measure 3.1-1a: Screen Cultivation Sites from County Scenic Roadways

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal for sites located within 0.5 mile of a County-designated scenic roadway will provide details on methods to screen the cultivation site from public views along the scenic roadway so that the developed site conditions blend with the existing visual character of the viewshed and does not dominate the view. Screening may be accomplished through retention of perimeter trees and other vegetation, revegetation with locally appropriate native vegetation as part of site modification or closure, or other methods determined acceptable to the County. This requirement will not apply to cultivation sites that demonstrate the site is not visible from the scenic roadway. Due to the topography of specific sites, a fence may not be adequate to screen a cultivation site from the roadway. For these sites, perimeter trees and other vegetation shall be used.

Mitigation Measure 3.1-1b: Maintain Cultivation Premises

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ License applications for new cultivation sites and requests for license renewal will maintain the premises clear of trash and debris piles. No trash or debris, including abandoned cars, various woody materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the premises for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal.

Mitigation Measure 3.1-1c: Fence Cultivation Site

Section 315-843(6) will be amended to include the following new performance standard:

- ▶ Covered and solid fencing shall be designed to blend with the surrounding rural or natural conditions of the parcel and will be maintained in good working condition. If topography prevents fencing from being adequate screening, a vegetative fence will be maintained in good condition to comply with screening requirements. The County will inspect compliance with this measure prior to license renewal.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential aesthetics-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.1-1a would address impacts on scenic views and scenic resources by requiring the screening of new cultivation sites and the establishment of screening features at existing cultivation sites, ensuring that these features do not dominate the scenic view. Mitigation Measures 3.1-1b and 3.1-1c would require that the cultivation site conditions be maintained clean of trash and debris piles and that fencing blend with the surrounding conditions of the site. This would address new cultivation visual character impacts as well improve existing visual character conditions. (Final EIR Volume 2 Section 3.1 pages 3.1-10 and 3.1-11)

BIOLOGICAL RESOURCES - PLANT SPECIES IMPACTS

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Implementation of the Cannabis Program could result in disturbance to or loss of several special-status plant species, if they are present. Additionally, development under the Cannabis Program could result in introduction or spread of invasive plants during vegetation removal, ground disturbance, or introduction of off-site soils, which could result in exclusion of special-status plants (**Impact 3.4-1**).

Mitigation measures to avoid or reduce the environmental effects of the project on special-status plant species are included as part of the project.

Mitigation Measure 3.4-1a: Conduct Preapproval Biological Reconnaissance Surveys

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). This mitigation measure will determine whether there is potential for 103 special-status plants, 38 special-status wildlife, or sensitive habitats identified in the Cannabis Program, EIR to be present within a proposed commercial cannabis operation seeking a permit or licensed from the County:

- ▶ Prior to approval of any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area, a biological reconnaissance survey shall be conducted by a qualified biologist approved by the County. The survey area shall include the proposed development area, including areas of anticipated construction and ground disturbance, as well as staging areas, areas of anticipated light or noise impact, ingress and egress routes, and utility routes. The survey area shall be large enough to encompass areas subject to both direct and indirect impacts. The qualified biologist shall assess the habitat suitability of the proposed development area for all special-status plant, wildlife species, and sensitive habitats identified as having potential to occur in the county. The biologist shall provide a letter report to the project applicant and the County with evidence to support a conclusion as to whether special-status species and sensitive habitats are present or are likely to occur within the proposed development area. At a minimum, the letter report shall include:
 - date, time, and weather conditions during the survey;
 - a description and explanation of whether the site conditions during the survey are considered typical or atypical;
 - a map depicting the proposed development area and the unique, rare, and special-status species, sensitive habitats, or sensitive natural communities found;
 - a vegetation map of the proposed development area using the National Vegetation Classification System (e.g., A Manual of California Vegetation) and an associated table, including acreage of vegetation types that could be adversely affected by project implementation;
 - a special-status species table generated from review of the CNDDDB, the California Native Plant Society Inventory of Rare and Endangered Plants, lists maintained by USFWS, and the most recent, best-available range information for special-status species;
 - a description of survey methods and any protocols utilized during the survey; and
 - a list of common and special-status species and habitats observed in the proposed development area.
- ▶ If the reconnaissance survey identifies no potential for special-status plant, wildlife species, or sensitive habitats to occur, the applicant will not be subject any additional biological resource protection measures identified in the ordinance.
- ▶ If special-status species or sensitive habitats are present, the letter report will include a discussion of potential direct and indirect impacts on these resources, and the appropriate biological resource protection measures identified in Mitigation Measures 3.4-1b, 3.4-2a through 3.4-2o, 3.4-4a, 3.4-4b, 3.4-5, and 3.4-6b will be included in the letter report and shall be implemented.

Mitigation Measure 3.4-1b: Conduct Special-Status Plant Surveys and Implement Avoidance Measures and Mitigation

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to

the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:

- ▶ Prior to commencement of new development related to cannabis activities or the expansion of the Designated Area for existing licensed cultivation sites and during the blooming period for the special-status plant species with potential to occur on the site, a qualified botanist approved by the County shall conduct protocol-level surveys for special-status plants in all proposed disturbance areas following survey methods from CDFW's Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2018a).
- ▶ If special-status plants are not found, the botanist shall document the findings in a letter report to CDFW and the applicant, and no further mitigation will be required. Reports shall be submitted to CDFW via email at R1LSARedding@wildlife.ca.gov and shall include the project applicant's name, address, and Assessor's Parcel Number in the subject line.
- ▶ If special-status plant species are found, the qualified botanist shall consult with CDFW to designate a no-disturbance buffer that will be reflected in the application to the County. If the special-status plant species cannot be avoided, the application will be denied.

Mitigation Measure 3.4-1c: Implement Measures to Avoid Introduction or Spread of Invasive Plant Species

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ to avoid the introduction or spread of plants classified as invasive plant species by the California Invasive Plant Council:

- ▶ The application will include identification of invasive plant species that occur on the site to the extent practicable and where they are located, including noxious weed species prioritized by the Trinity County Weed Management Association. The application will identify specific measures to be employed for the removal of invasive species and on-site management practices.
- ▶ All invasive plant species shall be removed from the site using measures appropriate to the species to the extent practicable. For example, species that cannot easily reroor, resprout, or disperse seeds may be left on site in a debris pile. Species that resprout readily (e.g., English ivy) or disperse seeds (e.g., Pampas grass) should be hauled off-site and disposed of appropriately at a landfill site.
- ▶ Applicants shall monitor annually to ensure successful removal and prevention of new infestations of invasive species.
- ▶ Heavy equipment and other machinery shall be inspected for the presence of invasive species before on-site use, and shall be cleaned before entering the site, to reduce the risk of introducing invasive plant species.
- ▶ Only weed-free erosion control materials and mulch shall be used on-site.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.4-1a, 3.4-1b, and 3.4-1c would reduce significant impacts on special-status plants to a less-than-significant level because it would require applicants to identify and avoid special-status plants and would prevent the spread of invasive weeds by removal of existing populations on-site and inspecting machinery. These

mitigation measures are consistent with the requirements of Attachment A (General Requirements and Prohibitions) of SWRCB Order WQ 2019-0001-DWQ. (Final EIR Volume 2 Section 3.4 pages 3.4-42 through 3.4-44)

BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF SPECIAL-STATUS WILDLIFE SPECIES AND HABITAT

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development that may occur from implementation of the Cannabis Program could adversely affect several special-status wildlife species. Project implementation may include ground disturbance, vegetation removal, and overall conversion of wildlife habitat, which could result in the disturbance to or loss of individuals and reduced breeding productivity of these species. Special-status wildlife species are protected under the federal and state endangered species acts, California Fish and Game Code, CEQA, and other regulations. (**Impact 3.4-2**).

Mitigation measures to avoid or reduce the environmental effects of the project on special-status wildlife species and habitat are included as part of the project.

Mitigation Measure 3.4-2a: Conduct Preconstruction Surveys for Special-Status Amphibians

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status amphibian species from new development related to cannabis activities.

- ▶ If special-status amphibians are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications, relocation of the site, relocation of individual animals, or installation of exclusionary fencing, will be necessary and appropriate.
- ▶ Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for special-status amphibians is present within the proposed development area, a qualified biologist approved by the County and familiar with the life cycle of Cascades frog, foothill yellow-legged frog, Pacific tailed-frog, southern long-toed salamander, and southern torrent salamander shall conduct preconstruction surveys of proposed new development activities 48 hours before new development activities. Preconstruction surveys for special-status amphibians shall follow widely used and accepted standardized protocols that control for habitat type, seasonality, and environmental conditions, including the methods described in *Considerations for Conserving Foothill Yellow-Legged Frog* (CDFW 2018b), and *Visual Encounter Survey Protocol for Rana Boylii in Lotic Environments* (UC Davis 2017). Preconstruction surveys for special-status amphibian species shall be conducted throughout the proposed construction area and at least a 400-foot buffer around the proposed development area. Surveys shall consist of "visual encounter" as well as "walk and turn" surveys of areas beneath surface objects (e.g., rocks, leaf litter, moss mats, coarse woody debris) for salamanders, and visual searches for frogs. Preconstruction surveys shall be conducted within the appropriate season to maximize potential for observation for each species, and appropriate surveys will be conducted for the applicable life stages (i.e., eggs, larvae, adults).
- ▶ If special-status amphibians are not detected during the preconstruction survey, then further mitigation is not required.
- ▶ If special-status amphibians are detected during the preconstruction survey, work on the site shall not commence until the applicant has consulted with CDFW as described above. Injury to or mortality of special-status amphibians will be avoided by modifying project design, relocating the cultivation site, or relocating individual animals. If impacts to Cascades frog or foothill yellow-legged frog (both listed under CESA) are unavoidable, then the applicant will submit an incidental take permit (ITP) application to CDFW and receive take authorization before

commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Cascades frogs or foothill yellow-legged frogs, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

Mitigation Measure 3.4-2b: Conduct Surveys for Western Pond Turtle and Relocate Individuals

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of western pond turtle from new development related to cannabis activities:

- ▶ If pond turtles are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a), preconstruction surveys, or are determined to be likely to occur, consultation with CDFW shall be initiated to determine whether additional measures, such as project design modifications, relocation of the site, relocation of individual animals by a qualified biologist with a valid CDFW Scientific Collecting Permit, or installation of exclusionary fencing, will be necessary and appropriate.
- ▶ Regardless of detection during the initial biological reconnaissance survey, if suitable aquatic habitat for western pond turtle is present within the proposed development area, a qualified biologist approved by the County and familiar with the life history of western pond turtle shall conduct preconstruction surveys of proposed new development activities within 200 feet of any aquatic habitat 24 hours before such development activities.
- ▶ If pond turtles are not detected during the preconstruction survey, then further mitigation is not required.
- ▶ If pond turtles are detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of western pond turtle will be avoided through project design modification, cultivation site relocation, or relocation of the turtle by a qualified biologist with a valid CDFW Scientific Collecting Permit. If relocation of western pond turtles is determined to be necessary, turtles shall be relocated to similar nearby habitat free of predators (e.g., racoon, coyote, raptors, bullfrog, nonnative turtles, other western pond turtles) as determined by the qualified biologist. If western pond turtles are relocated, a report shall be submitted electronically to CDFW within 15 days of the relocation. The report shall include the location, date, time, and duration of collection and release; the number of individuals relocated; and identification of the qualified biologist.

Mitigation Measure 3.4-2c: Conduct Preconstruction Nesting Raptor Surveys and Establish Protective Buffers

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of nesting raptors from new development related to cannabis activities:

- ▶ To minimize the potential for loss of nesting raptors, tree removal activities shall occur only during the nonbreeding season (September 1–January 31).
- ▶ Prior to removal of any trees or ground-disturbing activities between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nesting raptors and shall identify active nests within 500 feet of the proposed development area. The surveys shall be conducted between February 1 and August 31.
- ▶ Impacts to nesting raptors, including direct impacts and indirect impacts (e.g., noise, presence of construction crews) shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. Factors to be considered for determining buffer size will include the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline

levels of noise and human activity. Buffer size if the qualified biologist and the applicant, in consultation with CDFW, determine that such an adjustment would not be likely to adversely affect the nest. The buffer areas shall be protected with construction fencing, and no activity shall occur within the buffer areas until the qualified biologist has determined, in coordination with CDFW, that the young have fledged, the nest is no longer active, or reducing the buffer would not likely result in nest abandonment. Monitoring of the nest by a qualified biologist approved by the County during and after construction activities (e.g., ground disturbance, vegetation removal, installation cultivation sites) will be required if the activity has potential to adversely affect the nest.

- ▶ Removal of bald and golden eagle nests is prohibited regardless of the occupancy status under the federal Bald and Golden Eagle Protection Act. If bald or golden eagle nests are found during preconstruction surveys, then the nest tree shall not be removed.
- ▶ Trees shall not be removed during the breeding season for nesting raptors unless a survey by the qualified biologist verifies that there is not an active nest in the tree.

Mitigation Measure 3.4-2d: Conduct Northern Spotted Owl Preconstruction Habitat Suitability Surveys and Determine Presence or Absence of the Species

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of northern spotted owl from new development related to cannabis activities:

- ▶ To avoid the potential for loss of northern spotted owl and their nests, or loss or fragmentation of occupied or suitable habitat for northern spotted owl, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ If the area of proposed new development activities (e.g., any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area) is within suitable habitat for northern spotted owl (e.g., coniferous forest), and is within 1.3 miles (average species home range) of a known occurrence of northern spotted owl, as determined by a qualified biologist familiar with the species and protocol, and approved by the County, the following measures shall be followed:
 - Prior to removal of any trees, or ground-disturbing activities adjacent or within suitable nesting, roosting, or foraging habitat (e.g., forest clearings) for spotted owl, a qualified biologist approved by the County and familiar with the life history of the northern spotted owl shall conduct preconstruction surveys for nests within a 1.3-mile buffer around the site as described in Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (USFWS 2012). Surveys shall take place between March 1 and August 31. Three complete surveys spaced at least 7 days apart must be completed by June 30. Six complete surveys over the course of 2 years must be completed to determine presence or absence of northern spotted owl.
 - If northern spotted owls are determined to be absent 1.3 miles from the site, then further mitigation is not required.
 - If northern spotted owls are determined to be present within 1.3 miles of the site, then it is presumed that habitat removal could cause harm to northern spotted owl populations in the area and could result in direct take of northern spotted owls. If northern spotted owls are determined to be present within 1.3 miles of the site, proposed cultivation activities, including expansion of an existing Designated Area, will not be permitted.

Mitigation Measure 3.4-2e: Conduct Preconstruction Special-Status Nesting Bird Surveys and Establish Protective Buffers

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of

Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests from new development related to cannabis activities:

- ▶ To minimize the potential for disturbance to or loss of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests, vegetation removal activities shall occur only during the nonbreeding season (September 1-January 31).
- ▶ If little willow flycatcher is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur based on the presence of suitable habitat, a protocol-level survey shall be conducted by a qualified biologist familiar with the species and the protocol prior to removal of any vegetation or any ground disturbance. The protocol-level survey shall utilize methods outlined in *A Willow Flycatcher Survey Protocol for California* (Bombay et al. 2003).
- ▶ If little willow flycatcher is determined to be present during the protocol-level survey, no development activity shall occur during the breeding season (May 1 through August 31) in and within 300 feet of the little willow flycatcher habitat. Development activities within or adjacent to identified little willow flycatcher habitat shall not damage or destroy willows or other riparian shrubs unless agreed upon through consultation with CDFW.
- ▶ If olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, prior to removal of any vegetation or any ground disturbance between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nests on any structure or vegetation planned for removal. The surveys shall be conducted no more than 7 days before construction commences. If no active nests are found during focused surveys, no further action under this measure will be required. If active nests are located during the preconstruction surveys, the biologist shall notify the Planning Director and CDFW. If deemed necessary by the Planning Director in consultation with CDFW, modifications to the project design to avoid removal of occupied habitat while still achieving project objectives may be required. If the County determines in consultation with CDFW that avoidance is not feasible or conflicts with project objectives, construction shall be prohibited within a minimum of 100 feet of the nest to avoid disturbance until the nest is no longer active.

Mitigation Measure 3.4-2f: Conduct Preconstruction Surveys for Trinity Bristle Snail

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Trinity bristle snail from new development related to cannabis activities:

- ▶ If Trinity bristle snail is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications or relocation of the site, will be necessary and appropriate.
- ▶ Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for Trinity bristle snail is present within the proposed development area, a qualified biologist approved by the County and familiar with the species shall conduct preconstruction surveys of proposed new development activities within the period when the species is the most active (between May and October and between dusk and dawn) prior to new development activities. Preconstruction surveys shall be conducted using a widely used and accepted standardized protocol that controls for seasonality and environmental conditions, such as the *Survey Protocol for Survey and Manage Terrestrial Mollusk Species from the Northwest Forest Plan* (BLM 2003). Surveys shall be

conducted throughout the proposed construction area and an appropriate buffer around the proposed development area as determined by the qualified biologist familiar with the species and survey protocols.

- ▶ If Trinity bristle snail or its habitat is not detected during the preconstruction survey, then further mitigation is not required.
- ▶ If Trinity bristle snail is detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of this species will be avoided through project design modification or cultivation site relocation.
- ▶ If impacts to Trinity bristle snail are unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Trinity bristle snails, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

Mitigation Measure 3.4-2g: Implement Measures to Avoid Take of Special-Status Bumble Bees or Obtain Incidental Take Coverage

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status bumble bees from new development related to cannabis activities:

- ▶ If special-status bumble bees are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, or relocation of the site, will be necessary and appropriate.
- ▶ If impacts to special-status bumble bees are determined to be unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual bumble bees, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.

Mitigation Measure 3.4-2h: Conduct Preconstruction American Badger Survey and Establish Protective Buffers

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the American badger from new development related to cannabis activities:

- ▶ Prior to the commencement of construction activities, a qualified wildlife biologist approved by the County shall conduct surveys of the suitable grassland or agricultural habitats slated for conversion within the site to identify any American badger burrows/dens. These surveys shall be conducted not more than 7 days prior to the start of construction. If occupied burrows are not found, further mitigation shall not be required. If occupied burrows are found, impacts to active badger dens shall be avoided by establishing exclusion zones around all active badger dens, within which construction related activities shall be prohibited until denning activities are complete or the den is abandoned. The qualified biologist shall monitor each den once per week to track the status of the den and to determine when it is no longer occupied.

Mitigation Measure 3.4-2i: Conduct Preconstruction Fisher and Humboldt Marten Survey and Preserve Active Den Sites

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the fisher and Humboldt marten from new development related to cannabis activities:

- ▶ To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat and dens, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ Prior to commencement of new development related to cannabis activities occurring within the fisher and Humboldt marten denning season (March 1 to July 31), including tree removal (non-old growth), a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual fishers or martens, as well as potential dens.
- ▶ If individuals or potential or occupied dens are not found, further mitigation will not be required.
- ▶ If fisher or Humboldt marten are identified or if potential dens of these species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a fisher or marten is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as fiber optic scope may be utilized to determine occupancy. If no fisher or marten occupies the potential den, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed.
- ▶ If a den is found to be occupied by a fisher or marten, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the den tree (or other structure) plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW.

Mitigation Measure 3.4-2j: Conduct Preconstruction Surveys for Ringtail and Implement Avoidance Measures

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the ringtail from new development related to cannabis activities:

- ▶ Prior to commencement of new development related to cannabis activities occurring within the ringtail nesting season (not well defined but likely approximately March 1 to July 31), including tree or shrub removal, a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual ringtails, as well as potential nests.
- ▶ If individuals or potential or occupied nests are not found, further mitigation will not be required.
- ▶ If ringtail are identified or if potential nests of this species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a ringtail is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as a fiber optic scope may be utilized to determine occupancy. If no ringtail occupies the potential nest, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed.
- ▶ If a nest is found to be occupied by a ringtail, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the nest tree (or other structure) plus a suitable buffer as

determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW.

Mitigation Measure 3.4-2k: Conduct Preconstruction Surveys for Oregon Snowshoe Hare and Implement Avoidance Measures

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of Oregon snowshoe hare from new development related to cannabis activities:

- ▶ If it is determined during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) that suitable habitat for Oregon snowshoe hare is present within a proposed cultivation area, then preconstruction surveys will be required. Prior to removal of any vegetation or any ground disturbance within suitable Oregon snowshoe hare habitat, a qualified biologist approved by the County shall conduct preconstruction surveys of all suitable habitat within the site.
- ▶ If Oregon snowshoe hares or occupied reproductive sites are not found, further mitigation will not be required.
- ▶ If Oregon snowshoe hares or potential or occupied reproductive sites are observed, a no-disturbance buffer will be placed around the occupied nest. The no-disturbance buffer will include the nest plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the reproductive site is unoccupied as determined by the qualified biologist in coordination with CDFW.

Mitigation Measure 3.4-2l: Preconstruction Bat Survey and Exclusion

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the pallid bat and Townsend's big-eared bat from new development related to cannabis activities:

- ▶ Before commencing any development related to cannabis activities, a qualified biologist approved by the County shall conduct surveys for roosting bats. If evidence of bat use is observed, the species and number of bats using the roost shall be determined. Bat detectors may be used to supplement survey efforts. If no evidence of bat roosts is found, then no further study will be required.
- ▶ If pallid bats or Townsend's big-eared bats are found in the surveys, a mitigation program addressing mitigation for the specific occurrence shall be submitted to the Planning Director and CDFW by the qualified biologist subject to the review and approval of the Planning Director in consultation with CDFW. Implementation of the mitigation plan shall be a condition of project approval. The mitigation plan shall establish a buffer area around the nest during hibernation or while females in maternity colonies are nursing young that is large enough to prevent disturbance to the colonies.

Mitigation Measure 3.4-2m: Preconstruction Vole Survey

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Sonoma tree vole from new development related to cannabis activities:

- ▶ To minimize the potential for loss of or disturbance to vole habitat and nests, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ Before commencing any tree or other vegetation removal activities, or ground-disturbance, a qualified biologist approved by the County shall conduct surveys for vole nests (e.g., nest searching within trees on the site, and confirming that nests belong to voles rather than squirrels or birds). If no evidence of vole nests is found, then no further study shall be required. A report summarizing the results of the surveys shall be prepared and submitted to the Planning Director and shall be subject to his review and approval in consultation with CDFW.
- ▶ If occupied trees or nests are identified within 100 feet of the site, the biologist shall determine whether project development activities will adversely affect the voles, based on factors such as noise level of development activities, or line of sight between the tree and the disturbance source. If it is determined that development activities would not affect the voles, then development can proceed without protective measures.
- ▶ If the biologist determines that development activities would likely disturb voles, the proposed area of disturbance shall be relocated a minimum of 200 feet from the nest.

Mitigation Measure 3.4-2n: Implement Generator Noise Reduction Measures

Section 315-843(6)(b) will be modified as shown to include standards to protect wildlife (USFWS 2006):

- ▶ The cultivation of cannabis shall not exceed the noise level standards as set forth in the County General Plan: 55 A-weighted decibels (dBA) from 7:00 a.m. to 7:00 p.m. and 50 dBA from 7:00 p.m. to 7:00 a.m. measured at the property line, except that generators associated with a commercial grow are not to be used between 10:00 p.m. and 7:00 a.m. (Section 315-843[6][b]). The following additional noise performance standards shall apply to generator use:
 - Project-generated sound must not exceed ambient nesting conditions by 20-25 dBA.
 - Project-generated sound, when added to existing ambient conditions, must not exceed 90 dBA.

Mitigation Measure 3.4-2o: Implement Measures to Avoid Take of Gray Wolf

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of gray wolf from new development related to cannabis activities:

- ▶ If gray wolf is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur due to the presence of suitable habitat and recent species range information, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, relocation of the site, limited operating periods, or biological monitoring will be necessary and appropriate.
- ▶ If impacts to gray wolf cannot be avoided, then proposed cultivation activities will not be permitted.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measures 3.4-2a through 3.4-2o would address impacts because actions including preconstruction surveys, establishment of protective buffers, and avoidance of individual animals would reduce the

potential impacts of injury, mortality or other disturbance of individual animals and habitat. These mitigation measures would reduce the project's impacts to special-status wildlife species and habitat impacts to a less-than-significant level. (Final EIR Volume 2 Section 3.4 pages 3.4-44 through 3.4-61)

BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF SPECIAL-STATUS FISHERIES

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Surface water diversions for commercial cannabis uses that may occur under the County Cannabis Program could adversely affect several special-status fish species. Special-status fish species are protected under the Endangered Species Act (ESA), California Endangered Species Act (CESA), and other regulations. (Impact 3.4-3).

Mitigation measures to avoid or reduce the environmental effects of the project on special-status fisheries and habitat are included as part of the project.

Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:

- ▶ All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not be limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.
- ▶ On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122.

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation. Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.

Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):

- Cultivation sites shall not place any structures or involve any grading that alters the capacity of the 100-year floodplain. No storage of pesticides, fertilizers, fuel, or other chemicals will be allowed within the 100-year floodplain. All cultivation uses (plants, planter boxes and pots, and related materials) will be removed from the 100-year floodplain between November 1 and April 1 each year.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.10-1a would amend the Cannabis Program to require compliance with the requirements of SWRCB Order WQ 2019-0001-DWQ, or any subsequent water quality standards to apply to all new commercial cannabis cultivation operations. Mitigation Measure 3.10-3b would require the County to deny any application for cultivation that is located within a watershed that has a moratorium for state licenses in place pursuant to CCR Section 8216. These mitigation measures would be consistent with the General Plan Conservation Element recommendations. Compliance with the SWRCB numeric and narrative instream flow requirements and implementation of Mitigation Measures 3.10-1a and 3.10-3b would ensure that surface water flows are protected and would reduce this impact to less than significant. The SWRCB's flow standards and diversion requirements were developed to protect fish spawning, migration, and rearing for endangered anadromous salmonids, and flows needed to maintain natural flow variability within each watershed. The diversion requirements would ensure that the individual and cumulative effects of water diversions and discharges associated with cannabis cultivation do not affect instream flows necessary for fish spawning, migration, and rearing for endangered anadromous salmonids, and flows needed to maintain natural flow variability. These standards were scientifically peer reviewed and determined that water quality, instream flow, and diversion requirements of the policy were based on sound scientific knowledge, methods, and data. (Final EIR Volume 2 Section 3.4 pages 3.4-61 through 3.4-63)

BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF RIPARIAN HABITAT, OLD-GROWTH HABITAT, OR OTHER SENSITIVE NATURAL COMMUNITIES

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development that may occur from implementation of the County Cannabis Program could adversely affect riparian habitat, old-growth habitat, and other sensitive natural communities if they are present on the site. **(Impact 3.4-4).**

Mitigation measures to avoid or reduce the environmental effects of the project on sensitive habitat and natural communities are included as part of the project.

Mitigation Measure 3.4-4a: Identify, Avoid, and Protect Sensitive Natural Communities, Riparian Habitat, and Wetland Vegetation or Provide Compensation

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of sensitive natural communities and riparian habitat:

- For projects that could disturb sensitive natural communities or riparian habitat, the application shall include a report prepared by a qualified biologist approved by the County that surveys the site for these sensitive resources identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a, including riparian

habitat associated with aquatic features; old-growth Douglas fir forests; oak woodlands; special-status fish stream habitats; and Darlingtonia seep habitat.

- ▶ The report shall include requirements that before development activities commence, all sensitive areas identified above shall be flagged or fenced with brightly visible construction flagging and/or fencing under the direction of the qualified biologist to require that grading, excavation, other ground-disturbing activities, and vegetation removal will not occur within these areas. Foot traffic by construction personnel shall also be limited in these areas to prevent the introduction of invasive or weedy species. Periodic inspections during construction shall be conducted by the monitoring biologist to maintain the integrity of exclusion fencing/flagging throughout the period of construction involving ground disturbance.
- ▶ If the report documents that site development would affect the bed, bank, channel, or associated riparian habitat subject to CDFW jurisdiction under California Fish and Game Code Section 1602, a Streambed Alteration Notification shall be submitted to CDFW, pursuant to Section 1600 et seq. of the California Fish and Game Code. If proposed activities are determined to be subject to CDFW jurisdiction, the applicant shall abide by the conditions of any executed agreement prior to any ground disturbance.
- ▶ Subject to the review and approval of the County in consultation with CDFW, applicants shall compensate for permanent loss of riparian habitat at a minimum of a 2:1 ratio through contributions to a CDFW-approved wetland mitigation bank or through the development and implementation of a Compensatory Stream and Riparian Mitigation and Monitoring Plan for creating or restoring in-kind habitat in the surrounding area. If mitigation credits are not available, stream and riparian habitat compensation shall include establishment of riparian vegetation on currently unvegetated bank portions of streams affected by the project and enhancement of existing riparian habitat through removal of nonnative species, where appropriate, and planting additional native riparian plants to increase cover, continuity, and width of the existing riparian corridor along streams in the site and surrounding areas. Construction activities and compensatory mitigation shall be conducted in accordance with the terms of a streambed alteration agreement as required under Section 1602 of the California Fish and Game Code as well as the SWRCB Order WQ 2019-0001-DWQ.

The Compensatory Stream and Riparian Mitigation and Monitoring Plan shall include the following:

- identification of compensatory mitigation sites and criteria for selecting these mitigation sites;
- in-kind reference habitats for comparison with compensatory riparian habitats (using performance and success criteria) to document success;
- monitoring protocol, including schedule and annual report requirements (compensatory habitat will be monitored for a minimum of 5 years from completion of mitigation, or human intervention [including recontouring and grading], or until the success criteria identified in the approved mitigation plan have been met, whichever is longer);
- ecological performance standards, based on the best available science and including specifications for native riparian plant densities, species composition, amount of dead woody vegetation gaps and bare ground, and survivorship; at a minimum, compensatory mitigation planting sites must achieve 80 percent survival of planted riparian trees and shrubs by the end of the 5-year maintenance and monitoring period or dead and dying trees will be replaced and monitoring continued until 80 percent survivorship is achieved;
- corrective measures if performance standards are not met;
- responsible parties for monitoring and preparing reports; and
- responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions.

Mitigation Measure 3.4-4b: Restore Abandoned Cultivation and Nursery Sites

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-826(3) (Regulation of Nurseries) for the protection of sensitive natural communities and riparian habitat:

- ▶ Upon revocation of a use permit or abandonment of a licensed cultivation or nursery site, the permittee and/or property owner shall remove all materials, equipment, and improvements on the site that were devoted to cannabis use, including but not limited to concrete foundations and slabs; bags, pots, or other containers; tools; fertilizers; pesticides; fuels; hoop house frames and coverings; irrigation pipes; water bladders or tanks; pond liners; electrical lighting fixtures; wiring and related equipment; fencing; cannabis or cannabis waste products; imported soil or soil amendments not incorporated into native soil; generators; pumps; or structures not adaptable to noncannabis permitted use of the site. If any of the above described or related material or equipment is to remain, the permittee and/or property owner shall prepare a plan and description of the noncannabis continued use of such material or equipment on the site. The property owner shall be responsible for execution of the restoration plan that will reestablish the previous natural conditions of the site, subject to monitoring and periodic inspection by the County. Failure to adequately execute the plan shall be subject to the enforcement provisions by the County.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.4-1a would apply to this impact and would determine if there is potential for the sensitive natural communities to be present. Mitigation Measures 3.4-4a and 3.4-4b would reduce significant impacts to sensitive natural communities and riparian habitat to less-than-significant levels because it would require applicants to identify and avoid sensitive resources or provide compensation for the loss of riparian habitat through enhancement of existing populations, creation and management of off-site populations, conservation easements, or other appropriate measures and to restore cultivation and nursery sites upon revocation of a license or abandonment. These mitigation measures would be consistent with the General Plan Conservation Element recommendations. (Final EIR Volume 2 Section 3.4 pages 3.4-63 through 3.4-65)

BIOLOGICAL RESOURCES - DISTURBANCE TO OR LOSS OF WATERS OF THE UNITED STATES

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development under the County Cannabis Program could adversely affect waters of the United States, such as streams, rivers, lakes, and wetlands. (**Impact 3.4-5**).

Mitigation measure to avoid or reduce the environmental effects of the project on wetlands is included as part of the project.

Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of waters of the United States from new development related to cannabis activities:

- ▶ The application shall include a report prepared by a qualified biologist approved by the County that surveys the site for sensitive resources, including wetlands, streams, and rivers identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a. Wetlands and other waters of the United States are of special concern to resource agencies and are afforded specific consideration, based on Section 404 of the Clean Water Act and other applicable regulations.
- ▶ If the report documents waters of the United States to be present, a delineation of waters of the United States, including wetlands that would be affected by the project, shall be prepared by a qualified biologist approved by the County through the formal Section 404 wetland delineation process. The delineation shall be submitted to and verified by USACE.
- ▶ If, based on the verified delineation, it is determined that fill of waters of the United States would result from implementation of the project, authorization for such fill from USACE through the Section 404 permitting process would be required. USACE may not issue a Section 404 permit for activities associated with cannabis cultivation. If a Section 404 permit cannot be obtained, then the applicant shall modify the proposed project to avoid any wetlands or other waters of the United States by providing a buffer of at least 50 feet around these features.

Finding

The Board finds that the above mitigation measure is feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.4-1a would apply to this impact and would determine if there is potential for wetlands to be present. Mitigation Measure 3.4-5 would reduce impacts to wetlands and other waters of the United States to a less-than-significant level because it would require the proposed projects to avoid any wetlands or waters of the United States. (Final EIR Volume 2 Section 3.4 pages 3.4-66 through 3.4-67)

BIOLOGICAL RESOURCES - INTERFERENCE WITH RESIDENT OR MIGRATORY WILDLIFE CORRIDORS OR NATIVE WILDLIFE NURSERY SITES

An evaluation of the potential biological resource impacts of the Cannabis Program is provided in Section 3.4, "Biological Resources," of the Final EIR. Potential land use conversion and development under the County Cannabis Program could adversely affect resident or migratory wildlife corridors through habitat fragmentation, degradation of aquatic habitat (e.g., streams and rivers), or blockage of important wildlife migration paths. **(Impact 3.4-6).**

Mitigation measures to avoid or reduce the environmental effects of the project on wildlife movement and nursery sites are included as part of the project.

Mitigation Measure 3.4-6a: Implement Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features

The reader is referred to impact 3.4-5 above for a complete description of this mitigation measure.

Mitigation Measure 3.4-6b: Retention of Fisher and Humboldt Marten Habitat Features

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the habitat for fisher and Humboldt marten:

- ▶ To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a.
- ▶ Habitat features within non-old-growth habitat, such as large trees, large snags, coarse woody debris, and understory vegetation (e.g., shrubs), shall be retained within the site to the extent feasible, to maintain connectivity of fisher and marten habitat.

Mitigation Measure 3.4-6c: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises

The reader is referred to impact 3.1-1 above for a complete description of this mitigation measure.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential biological resource-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.4-6a would reduce impacts to aquatic corridors to a less-than-significant level because it would require approval and permits from CDFW and RWQCB and result in no net loss of functions and acreage of wetlands, including aquatic corridors through avoidance of these features. Implementation of Mitigation Measure 3.4-6b would reduce impacts to terrestrial wildlife movement corridors to a less-than-significant level because it would prohibit removal of old-growth habitat and would retain features important for habitat connectivity for the fisher and Humboldt marten. Implementation of Mitigation Measure 3.4-6c would also mitigate wildlife movement impacts by requiring that sites remain clear of trash and debris piles. (Final EIR Volume 2 Section 3.4 pages 3.4-67 through 3.4-68)

ARCHAEOLOGICAL, HISTORICAL, AND TRIBAL CULTURAL RESOURCES

An evaluation of the project's impacts related to archaeological, historical, and tribal cultural resources is found in Section 3.5, "Archaeological, Historical, and Tribal Cultural Resources," of the Final EIR Volume 2. Implementation of the Cannabis Program could be located on lands that contain or are near historic resources. This could result in damage to or destruction of a historic building or structure, thereby resulting in a substantial adverse change in the significance of a historical resource as defined in Section 15064.5. (**Impact 3.5-1**)

Mitigation measures to avoid or reduce the environmental effects of the project on historic resources are included as part of the project.

Mitigation Measure 3.5-1a: Conduct Historic Evaluations for Existing Operations

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-828(5) (Required Conditions):

- ▶ Annual relicensing of cannabis operations licensed before 2019 shall require a one-time historic building evaluation, and the results of the evaluation shall be submitted to the County if buildings on-site are over 45 years old and are expected to be used in future operations. If the buildings are determined to be a significant historic resource, then the applicant shall be required to comply with historic resource protection standards set forth in Mitigation Measure 3.5-1b. This requirement does not apply to buildings that are currently being used as part of the cannabis operation.

Mitigation Measure 3.5-1b: Revise Ordinance to Include All Historic Districts and Additional Measures to Protect Historic Resources

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of

Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) for the protection of historic resources:

- ▶ Cannabis cultivation operations shall not be permitted within the historic districts of Weaverville, Denny, Helena, and Lewiston, unless the operations occur indoors, do not require modification of historic features, and do not conflict with any limitation on location to cultivate cannabis.
- ▶ Applicants shall identify and evaluate all historic-age (over 45 years in age) buildings and structures that are proposed to be removed or modified as part of cannabis operations. This shall include preparation of a historic structure report and evaluation of resources to determine their eligibility for recognition under federal, state, or County local official register of historic resources criteria. The evaluation shall be prepared by an architectural historian or historical architect meeting the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, Professional Qualification Standards. The evaluation shall comply with State CEQA Guidelines Section 15064.5(b) and, if federal funding or permits are required, with Section 106 of the NHPA of 1966 (16 U.S. Code Section 470 et seq.).
- ▶ If resources eligible for inclusion in the NRHP, CRHR, or local official register of historic resources are identified, an assessment of impacts on these resources shall be included in the report, as well as detailed measures to avoid impacts. If avoidance of a significant architectural/built environment resource is not feasible, additional mitigation options include, but are not limited to, specific design plans for historic districts or plans for alteration or adaptive reuse of a historical resource that follows the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring, and Reconstructing Historic Buildings.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the potential historic resources-related impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.5-1a would ensure that any buildings of potential historical value would be identified and would further prevent modifications that could result in a change in the historical significance of the buildings. Implementation of Mitigation Measure 3.5-1b would reduce potentially significant impacts by amending the proposed Cannabis Program to include protection of historic resources within the county's historic districts. Further, this mitigation ensures that actions will be taken to record, evaluate, avoid, or otherwise treat the resource appropriately, in accordance with pertinent laws and regulations. (Final EIR Volume 2 Section 3.5 pages 3.5-18 through 3.5-20)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.5-1b was revised since release of the Final EIR to clarify that the intent that cannabis uses may be allowed in historic districts provided that they do not impact historic features associated with the district and do not conflict with any other limitation on location to cultivate cannabis.

GEOLOGY AND SOILS - GEOLOGIC AND SOIL STABILITY IMPACTS

An evaluation of the project's impacts related to geology and soils is found in Section 3.7, "Geology and Soils," of the Final EIR Volume 2. Parts of Trinity County are characterized by steep slopes, landslides, expansive soils, and other related conditions that can result in geologic and soil stability hazards. Development of cannabis uses from implementation of the Cannabis Program could result in geologic and soil stability issues resulting slope failures and soil erosion and sedimentation. **(Impact 3.7-2)**

Mitigation measure to avoid or reduce the environmental effects of the project on geologic and soil stability is included as part of the project.

Mitigation Measure 3.7-2: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards

The reader is referred to impact 3.10-1 below for a complete description of this mitigation measure.

Finding

The Board finds that the above mitigation measure is feasible, will reduce the potential geologic and soil stability impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.10-1a would require all existing and new commercial cannabis activities in the county to comply with the conditions of SWRCB Order WQ 2019-0001-DWQ or otherwise avoid water quality impacts regardless of the site size. This would also include ensuring that sites are geologically stable and do not result in operational soil erosion and sedimentation impacts. This would be consistent with the intent and protection provisions of County Code of Ordinances Chapters 12.12. and 15.24, related to soil stability, drainage control, and erosion minimization. Therefore, geologic and soil stability impacts would be less than significant. (Final EIR Volume 2 Section 3.7 pages 3.7-10 through 3.7-12)

GEOLOGY AND SOILS - PALEONTOLOGICAL RESOURCE IMPACTS

An evaluation of the project's impacts related to geology and soils is found in Section 3.7, "Geology and Soils," of the Final EIR Volume 2. Expansion of existing commercial cannabis uses and development of new commercial cannabis uses under the Cannabis Program could result in the accidental damage of previously undiscovered paleontological resources. **(Impact 3.7-4)**

Mitigation measure to avoid or reduce the environmental effects of the project on paleontological resources is included as part of the project.

Mitigation Measure 3.7-4: Protect Discovered Paleontological Resources

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ If a paleontological discovery is made during construction, the contractor shall immediately cease all work activities in the vicinity (within approximately 100 feet) of the discovery and shall immediately contact the County.
- ▶ A qualified paleontologist shall be retained to observe all subsequent grading and excavation activities in the area of the find and shall salvage fossils as necessary. The paleontologist shall establish procedures for paleontological resource surveillance and shall establish, in cooperation with the project developer, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils. If major paleontological resources are discovered that require temporarily halting or redirecting of grading, the paleontologist shall report such findings to the County. The paleontologist shall determine appropriate actions, in cooperation with the applicant and the County, that ensure proper exploration and/or salvage. It is encouraged that the excavated finds first be offered to a state-designated repository such as the Museum of Paleontology, University of California, Berkeley, or the California Academy of Sciences. Otherwise, the finds may be offered to the County for purposes of public education and interpretive displays. The paleontologist shall submit a follow-up report to the County that shall include the period of inspection, an analysis of the fossils found, and the present repository of fossils.

Finding

The Board finds that the above mitigation measures is feasible, will reduce the potential paleontological resource impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.7-4 would reduce potential loss of paleontological resources from site development to a less-than-significant level because it would ensure that discovered resources are evaluated and protected. (Final EIR Volume 2 Section 3.7 pages 3.7-13 through 3.7-14)

GREENHOUSE GAS EMISSIONS AND CLIMATE CHANGE

An evaluation of the project's impacts related to greenhouse gases and climate change is found in Section 3.8, "Greenhouse Gas Emissions and Climate Change," of the Final EIR Volume 2. Operation of existing licensed commercial cannabis cultivation and noncultivation sites, as well as construction and operation of new cultivation and noncultivation sites permitted under the Cannabis Program, would result in the generation of greenhouse gas emissions (GHG). Although there are state regulations that would require the project to reduce GHG emissions (i.e., Sections 8203 and 8305 of CCR Title 3, Division 8, Chapter 1) these regulations would not take effect under 2022 and 2023, respectively. The Cannabis Program does not include performance standards that reduce GHG emissions. Therefore, implementation of the Cannabis Program could conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing GHG emissions. **(Impact 3.8-1)**

Mitigation measures to avoid or reduce the environmental effects of the project on GHG emissions are included as part of the project.

Mitigation Measure 3.8-1a: Implement Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-1c

The reader is referred to Section 1.2.4 for a complete description of these mitigation measures.

Mitigation Measure 3.8-1b: Implement Mitigation Measures 3.3-2a and 3.3-2b

The reader is referred to Section 1.2.4 for a complete description of these mitigation measures.

Mitigation 3.8-1c: Renewable Electricity Requirements

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions) by January 1, 2023 for consistency with California Code of Regulations Title 3, Division 8, Chapter 1, Section 8305 (Renewable Energy Requirements):

- ▶ All electricity sources used for commercial cannabis cultivation, manufacturing, microbusinesses, non-storefront retail, testing, nurseries, and distribution shall be from renewable sources by conforming to one or more of the following standards:
 - Grid-based electricity supplied from 100 percent renewable sources
 - On-site power supplied fully by renewable source (e.g., photovoltaic system)
 - On-site power supplied by partial or wholly non-renewable source with purchase of carbon offset credits
 - Or some combination of the above.

This mitigation measure is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, "Require on-site renewable energy generation" (CARB 2017:B-8).

Mitigation Measure 3.8-1d: Lighting Efficiency Requirements

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ Only light-emitting diodes (LEDs) or double-ended high-pressure sodium (HPS) fixtures shall be used in all existing and new mixed-light cultivation operations (i.e., sites not seeking relicensing).
- ▶ Only high efficacy lighting shall be used in all existing and new noncultivation operations (i.e., sites not seeking relicensing).

Examples of high efficacy lighting include:

- ▶ Pin-based linear fluorescent or compact fluorescent light sources using electronic ballasts;
- ▶ Pulse-start metal halide light sources;
- ▶ HPS light sources;
- ▶ Luminaries with hardwired high frequency generator and induction lamp; and
- ▶ LEDs.

LED or HPS lighting has been considered feasible in cannabis cultivation sites by numerous studies conducted by utility providers throughout California (SDG&E 2016). This is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, "Require the use of energy-efficient lighting for all street, parking, and area lighting" (CARB 2017:B-10).

Finding

The Board finds that the above mitigation measures are feasible, will reduce the GHG emissions of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.8-1a could reduce construction-generated GHG emissions by 67 percent at all new licensed cultivation and noncultivation sites. Implementation of Mitigation Measure 3.8-1b would reduce GHG emissions associated with off-road equipment. Implementation of Mitigation Measures 3.8-1c and 3.8-1d would require all cannabis cultivation and noncultivation sites to reduce their GHG emissions through the use of electrified off-road equipment, higher performing back-up generators, renewable energy, and high-efficacy lighting. These requirements would apply to all new cultivation and noncultivation sites under the Cannabis Program and would apply to all existing cultivation and noncultivation site when seeking annual relicensing. With implementation of these mitigation measures, the Cannabis Program would be consistent with the California Air Resources Board 2017 Scoping Plan's Local Action recommendations for reducing GHG emissions. All cultivation and noncultivation sites permitted under the Cannabis Program would align with applicable plans and policies adopted for the purpose of reducing GHG emissions. The GHG emissions associated with project implementation would not be a considerable contribution to global climate change and would be less than significant. (Final EIR Volume 2 Section 3.8 pages 3.8-8 through 3.8-12)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.8-1b was revised since release of the Final EIR to match its timing with the

timing of the renewable energy requirements under California Code of Regulations Title 3, Division 8, Chapter 1, Section 8305 associated with cannabis cultivation operations.

HAZARDS AND HAZARDOUS MATERIALS - EXPOSURE TO EXISTING ONSITE HAZARDOUS MATERIALS

An evaluation of the project's impacts related to hazards is found in Section 3.9, "Hazards and Hazardous Materials," of the Final EIR Volume 2. Construction activities that disturb subsurface materials could encounter previously unidentified contamination from past practices, placement of undocumented fill, or even unauthorized disposal of hazardous wastes. Encountering these hazardous materials could expose workers, the public, or the environment to adverse effects depending on the volume, materials involved, and concentrations. **(Impact 3.9-2)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

Mitigation Measure 3.9-2a: Prepare Environmental Site Assessments

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new cannabis activities on sites that contain existing or previous commercial, business park, or industrial uses shall include a site assessment for the presence of potential hazardous materials, including an updated review of environmental risk databases. If this assessment indicates the presence or likely presence of contamination, the applicant shall prepare a Phase I ESA in accordance with the American Society for Testing and Materials' E-1527-05 standard. For work requiring any demolition, the Phase I ESA shall make recommendations for any hazardous building materials survey work that shall be done. All recommendations included in a Phase I ESA prepared for a site shall be implemented to protect public health. If a Phase I ESA indicates the presence or likely presence of contamination, the applicant shall prepare a Phase II ESA, and recommendations of the Phase II ESA shall be fully implemented before ground disturbance, which will be made a condition of approval for the project.

Mitigation Measure 3.9-2b: Prepare a Hazardous Materials Contingency Plan for Construction Activities

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new licensed commercial cannabis on commercial, business park, or industrial sites shall include a hazardous materials contingency plan for review and approval by Trinity County Division of Environmental Health. The plan shall describe the necessary actions that would be taken if evidence of contaminated soil or groundwater is encountered during construction. The contingency plan shall identify conditions that could indicate potential hazardous materials contamination, including soil discoloration, petroleum or chemical odors, and presence of underground storage tanks or buried building material. The plan shall include the provision that, if at any time during constructing the project, evidence of soil and/or groundwater contamination with hazardous material is encountered, the project applicant shall immediately halt construction and contact Trinity County Division of Environmental Health. Work shall not recommence until the discovery has been assessed/treated appropriately (through such mechanisms as soil or groundwater sampling and remediation if potentially hazardous materials are detected above threshold levels) to the satisfaction of Trinity County Division of Environmental Health, RWQCB, and DTSC (as applicable). The plan, and obligations to abide by and implement the plan, shall be incorporated into the conditions of approval for the project.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the hazard impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Preparation of, and compliance with, a Phase I ESA for properties at risk of potential hazardous materials and/or waste contamination would avoid adverse impacts (Mitigation Measure 3.9-2a). This would minimize the risk of an accidental release of hazardous substances that could adversely affect human health or the environment. Mitigation Measure 3.9-2b would establish a hazardous materials contingency plan to address potential soil and groundwater contamination and ensure remediation, if discovered during construction activities consistent with County General Plan Safety Element policies. (Final EIR Volume 2 Section 3.9 pages 3.9-14 through 3.9-15)

HAZARDS AND HAZARDOUS MATERIALS - EMERGENCY RESPONSE AND EVACUATION PLAN IMPACTS

An evaluation of the project's impacts related to hazards is found in Section 3.9, "Hazards and Hazardous Materials," of the Final EIR Volume 2. Existing and future licensed commercial cannabis operations that would be allowed under the Cannabis Program could impair implementation of, or physically interfere with, emergency response plans or emergency evacuation if roadways and driveways are not designed properly. **(Impact 3.9-6)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

Mitigation Measure 3.9-6: Implement Mitigation Measures 3.14-3 and 3.14-4.

The reader is referred to "Transportation/Traffic" below for a complete description of these mitigation measures.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the emergency access and evacuation impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measures 3.14-3 and 3.14-4 would require that existing licensed and new commercial cannabis sites meet County roadway and access design and fire safety requirements set forth in County Code of Ordinances Chapters 8.30 and 12.10. (Final EIR Volume 2 Section 3.9 pages 3.9-18 through 3.9-19)

HYDROLOGY AND WATER QUALITY - WATER QUALITY IMPACTS

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. Commercial cannabis operations in the county that may occur under the Cannabis Program have the potential to modify surface drainage and flows in such a manner that increased sedimentation and erosion could take place, leading to water quality degradation. This could further affect waterways subject to the 303(d) list and North Coast RWQCB Sedimentation TMDL. The long-term operational use of pesticides, fertilizers, other chemicals, and roadway use can also have a negative effect on water quality and ultimately affect the health and sustainability of organisms that rely on high-quality waters. **(Impact 3.10-1)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:

- ▶ All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not be limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.
- ▶ On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122.

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation. Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.

Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):

- ▶ Cultivation sites shall not place any structures or involve any grading that alters the capacity of the 100-year floodplain. No storage of pesticides, fertilizers, fuel, or other chemicals will be allowed within the 100-year floodplain. All cultivation uses (plants, planter boxes and pots, and related materials) will be removed from the 100-year floodplain between November 1 and April 1 each year.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the water quality impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Mitigation Measure 3.10-1a would require all existing and new commercial cannabis activities in the county to comply with the conditions of SWRCB Order WQ 2019-0001-DWQ or otherwise avoid water quality impacts. These conditions were developed in consultation with California Department of Fish and Wildlife to ensure that the individual and

cumulative effects of water diversions and discharges associated with cannabis cultivation do not affect fish spawning, migration, and rearing for endangered anadromous salmonids. The provisions of SWRCB Order WQ 2019-0001-DWQ were scientifically peer reviewed by four experts. The peer review determined that water quality, instream flow, and diversion requirements of the Policy were based on sound scientific knowledge, methods, and data. This would also include ensuring that sites are stable and do not result in operational water quality impacts. Mitigation Measure 3.10-1b would avoid direct discharge of pollutants during a flood event. (Final EIR Volume 2 Section 3.10 pages 3.10-29 through 3.10-32)

HYDROLOGY AND WATER QUALITY - GROUNDWATER IMPACTS

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. Commercial cannabis operations in the county that may occur under the Cannabis Program have the potential to deplete local groundwater supplies and affect adjacent wells as a result of cultivation water demands. Trinity County Ordinance provisions include requirements for pump testing. While these requirements would address the potential effects of short-term well operation, it is not known if operation of wells for cannabis operations over an extended period could result in isolated locations that affect the operability of adjacent wells. (**Impact 3.10-2**)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.10-2: Conduct Groundwater Monitoring and Adaptive Management

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:

- ▶ As part of the application and license renewal process, applicants shall provide the County with groundwater monitoring data for existing on-site well facilities that documents usage and changes in groundwater levels during each month of the year. Should this monitoring data identify potential drawdown impacts on adjacent well(s), surface waters, and waters of the state and sensitive habitats, and indicate a connection to operation of the on-site wells, the cannabis operators, in conjunction with the County, shall develop adaptive management measures to allow for recovery of groundwater levels that would protect adjacent wells and habitat conditions that could be adversely affected by declining groundwater levels. Adaptive management measures may include forbearance (e.g., prohibition of groundwater extraction from the months of May to October), water conservation measures, reductions in on-site cannabis cultivation, alteration of the groundwater pumping schedule, or other measures determined appropriate. Adaptive management measures will remain in place until groundwater levels have recovered and stabilized based on annual monitoring data provided to the County as part of subsequent annual inspections. Any monitoring cannabis cultivation irrigation wells that demonstrate hydrologic connection to surface waters shall be subject to surface water diversion requirements and restrictions in SWRCB Order WQ 2019-0001-DWQ. Wells shall also be sited outside of the stream setbacks as set forth in SWRCB Order WQ 2019-0001-DWQ.

Finding

The Board finds that the above mitigation measure is feasible, will reduce the groundwater impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Mitigation Measure 3.10-2 would require the reporting of annual monitoring of groundwater conditions to the County as part of the annual inspections required under the Cannabis Program. This monitoring would identify if on-site well operations are resulting in groundwater drawdown impacts and what adaptive measures would be

implemented to recover groundwater levels and protect adjacent wells. Because implementation of this mitigation measure would be required as part of annual commercial cannabis operations permit renewals, it would provide ongoing protection of local groundwater resources. (Final EIR Volume 2 Section 3.10 pages 3.10-32 through 3.10-34)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.10-2 was revised since release of the Final EIR to clarify its intent to monitor groundwater levels and usage.

HYDROLOGY AND WATER QUALITY - DIVERSION OF SURFACE WATER

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. New commercial cannabis cultivation operations in the county that may occur under the Cannabis Program could result in decreased flow rates on county streams and rivers because of surface water diversion. Low flows are associated with increased temperature and may also aggravate the effects of water pollution. Compliance with SWRCB Order WQ 2019-0001-DWQ requires that certain flow and gaging requirements be met and that a surface water diversion forbearance period be implemented. **(Impact 3.10-3)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

Mitigation Measure 3.10-3a: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards

The reader is referred to the water quality impact (3.10-1) for a complete description of this mitigation measure.

Mitigation Measure 3.10-3b: Prohibit Commercial Cannabis Operations in Watersheds under a CDFA Moratorium

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:

- Prior to the issuance of a license and/or use permit, the County will determine if the application site is located within a watershed on which the CDFA has placed a moratorium on state licensing pursuant to CCR Section 8216. The County will reject the application should the site be located in such a watershed. Noncultivation uses may still be allowed if the applicant can demonstrate that the project's water source is groundwater that is not hydrologically connected to the watershed to the satisfaction of the County.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the surface water impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.10-3a would require that all commercial cannabis operations comply with the water diversion requirements and restrictions of SWRCB Order WQ 2019-0001-DWQ, which contains instream flow requirements and a period of surface water diversion forbearance during dry months. These gage requirements have been determined by SWRCB to limit adverse effects on surface waterways due to low flows. Implementation of Mitigation Measure 3.10-3b would ensure that the County prohibits any new commercial cannabis uses that could further affect critical watersheds identified by SWRCB and CDFW. (Final EIR Volume 2 Section 3.10 pages 3.10-34 through 3.10-36)

HYDROLOGY AND WATER QUALITY - ALTERATION OF DRAINAGE CONDITIONS AND FLOODPLAINS

An evaluation of the project's impacts related to hydrology and water quality is found in Section 3.10, "Hydrology and Water Quality," of the Final EIR Volume 2. Commercial cannabis cultivation operations in the county that may occur under the Cannabis Program have the potential to alter natural drainage conditions and floodplains, which could alter flood flows and create new sources of flooding. **(Impact 3.10-4)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.10-4: Implement Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains

The reader is referred to the water quality impact (3.10-1) for a complete description of this mitigation measure.

Finding

The Board finds that the above mitigation measure is feasible, will reduce the drainage and flooding impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.10-4 would ensure that cultivation activities avoid alteration of floodplain conditions. (Final EIR Volume 2 Section 3.10 page 3.10-37)

NOISE - CONSTRUCTION NOISE IMPACTS

An evaluation of the project's impacts related to noise is found in Section 3.12, "Noise," of the Final EIR Volume 2. Construction of new commercial cannabis operations that may occur under the Cannabis Program could involve the use of heavy off-road equipment that could increase noise levels at nearby land uses and expose noise-sensitive receptors to noise levels that exceed County noise standards and/or result in sleep disturbance at residential receptors during evening and nighttime hours. **(Impact 3.12-1)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.12-1: Implement Construction Noise Mitigation

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ All outdoor construction activity and use of heavy equipment outdoors shall take place between 7:00 a.m. and 7:00 p.m.

Finding

The Board finds that the above mitigation measure is feasible, will reduce the noise impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.12-1 would ensure that surrounding noise-sensitive receptors would not be exposed to construction noise during the more noise-sensitive evening and nighttime hours and that sleep disturbance would not occur during these times of the day at residential land uses. (Final EIR Volume 2 Section 3.12 pages 3.12-8 through 3.12-10)

PUBLIC SERVICES – FIRE PROTECTION SERVICE IMPACTS

An evaluation of the project's impacts related to public services is found in Section 3.13, "Public Services," of the Final EIR Volume 2. Commercial cannabis operations and production that would result with implementation of the Cannabis Program could increase the demand for fire protection services, but because of the nature of the activities would not trigger the need for new or altered fire protection facilities. Compliance with existing building, electrical, commercial cannabis regulations, and fire code regulations would be required for all activities under the Cannabis Program. However, existing and new commercial cannabis operations could create or worsen emergency response if roadways and driveways are not designed properly. (**Impact 3.13-1**)

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

Mitigation Measure 3.13-1: Implement Mitigation Measures 3.14-3 and 3.14-4.

The reader is referred to "Transportation/Traffic" below for a complete description of these mitigation measures.

Finding

The Board finds that the above mitigation measures are feasible, will reduce the fire protection service impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measures 3.14-3 and 3.14-4 would require that existing licensed and new commercial cannabis sites meet county roadway and access design and fire safety requirements set forth in County Code of Ordinances Chapters 8.30 and 12.10. (Final EIR Volume 2 Section 3.13 pages 3.13-10 through 3.13-11)

TRANSPORTATION/TRAFFIC – ROADWAY HAZARDS

An evaluation of the project's impacts related to public services is found in Section 3.14, "Transportation/Traffic," of the Final EIR Volume 2. Under the Cannabis Program, it cannot be assured that existing or new licensed commercial cannabis operations would provide site access along roadways that are free of hazards due to the geometric design. (**Impact 3.14-3**)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.14-3: Provide Site Access Free of Hazards Due to Geometric Roadway Design

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that roadways providing site access are in compliance with Chapter 12.10: Design Policies of the Trinity County Code of Ordinances. New roadway water quality control and drainage features or new

drainage features on existing roadways shall be designed to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4 and SWRCB Order WQ 2019-0001-DWQ.

Finding

The Board finds that the above mitigation measures are feasible, will reduce roadway safety impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

With implementation of Mitigation Measure 3.14-3, existing and new commercial cannabis operations in the county would be required to be in compliance with Chapter 12.10: Design Policies of the Trinity County Code; and thus, access to existing and new commercial cannabis operations would not be located along roadways that are hazardous due to the geometric design of the roadway. (Final EIR Volume 2 Section 3.14 pages 3.14-16 through 3.14-17)

TRANSPORTATION/TRAFFIC - EMERGENCY ACCESS

An evaluation of the project's impacts related to public services is found in Section 3.14, "Transportation/Traffic," of the Final EIR Volume 2. Under the Cannabis Program, it cannot be assured that existing and new commercial cannabis operations would provide adequate emergency access. (**Impact 3.14-4**)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.14-4: Provide Adequate Emergency Access

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that site access is in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code.

Finding

The Board finds that the above mitigation measure is feasible, will reduce emergency access impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

With implementation of Mitigation Measure 3.14-4, existing and new commercial cannabis operations in the county that may occur under the proposed ordinance would be required to be in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code of Ordinances; and thus, would provide adequate emergency access. (Final EIR Volume 2 Section 3.14 pages 3.14-17 through 3.14-18)

UTILITIES AND SERVICE SYSTEMS - IMPACT ON WASTEWATER TREATMENT SYSTEMS

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.15, "Utilities and Service Systems," of the Final EIR Volume 2. New commercial cannabis facilities that would be allowed under the Cannabis Program could result in increased wastewater service demand for public wastewater systems that may not have adequate capacity. Commercial cannabis operations involving manufacturing and testing that could result with implementation of the Cannabis Program would generate wastewater that may contain contaminants that cannot be adequately treated by existing public wastewater treatment systems. **(Impact 3.15-1)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

Mitigation Measure 3.15-1a: Prepare a Treatment Program for Noncultivation Activities

The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

Applicants for new commercial noncultivation cannabis operations shall prepare a materials management plan that will address each permit type sought within a site. Compliance with state licensing that addresses these items may be used to demonstrate compliance with this measure. The plan shall include:

- ▶ a detailed description of activities and processes occurring on site, including:
 - equipment type and number,
 - detailed standard operating procedures for processes,
 - chemical requirements and reactions,
 - cleaning procedures for equipment,
 - required pretreatment requirements for discharge to a public wastewater treatment system, and
 - disposal methods for all materials (e.g., plant materials, solvents, empty containers).
- ▶ Identification of type and quantity of items produced, including:
 - material Safety Data Sheets for all chemical substances occurring on site,
 - manifests for each chemical describing quantities purchased, date used, and quantities disposed,
 - facility site plan with storage map, showing where hazardous materials will be stored,
 - an inventory of all emergency equipment with the location and description of items, including:
 - personal protective equipment,
 - fire extinguishing systems,
 - spill control equipment and decontamination equipment, and
 - communication and alarm systems.
- ▶ An employee training plan that includes:
 - emergency response procedures and incident reporting, and
 - chemical handling procedures.

The materials management plan shall be submitted to Trinity County Division of Environmental Health and public agencies or private enterprises accepting waste materials, including CSDs and waste transfer stations. Commercial cannabis permits shall not be granted without approval of the materials management plan from relevant agencies and identification and construction of any required pretreatment facilities for wastewater.

Mitigation Measure 3.15-1b: Verification of Adequate Wastewater Service and Necessary Improvements for Public Wastewater Systems

The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applicants not relying on septic systems shall determine whether sufficient public wastewater treatment capacity exists for a proposed project. These determinations must ensure that the proposed development can be served by its existing or planned treatment capacity and wastewater conveyance through approval of the relevant service provider. If adequate capacity does not exist, the application will be denied.

Finding

The Board finds that the above mitigation measures are feasible, will reduce wastewater system impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Mitigation Measures 3.15-1a and 3.15-1b would ensure that commercial cannabis operations verify that adequate wastewater service exists for the site and that anticipated wastewater effluent quality from noncultivation operations would not adversely affect current wastewater treatment facilities of service providers and provide pretreatment of wastewater discharges if required. (Final EIR Volume 2 Section 3.15 pages 3.15-6 through 3.15-8)

UTILITIES AND SERVICE SYSTEMS - INCREASED DEMAND ON PUBLIC WATER SUPPLIES

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.15, "Utilities and Service Systems," of the Final EIR Volume 2. New commercial cannabis facilities that would be allowed under the Cannabis Program would result in increased water demand from public water systems that may require additional water distribution facility improvements. **(Impact 3.15-2)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.15-2: Verify Adequate Water Supply and Service for Municipal Water Service

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applicants for new commercial cannabis operations that plan to obtain water from a retail water supply will obtain, and provide to the County, written verification from the water service provider that adequate water supply and water distribution facilities are or will be available to serve the site including peak operations (e.g., growing season). If adequate capacity does not exist, the application will be denied.

Finding

The Board finds that the above mitigation measures is feasible, will reduce public water system impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Adequate public water supplies exist to serve future commercial cannabis uses. Implementation Mitigation Measure 3.15-2 would require verification of adequate public water supply service for new commercial cannabis operations proposing to use retail water supply service. (Final EIR Volume 2 Section 3.15 pages 3.15-9 through 3.15-10)

UTILITIES AND SERVICE SYSTEMS - SOLID WASTE SERVICE IMPACTS

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.15, "Utilities and Service Systems," of the Final EIR Volume 2. Cannabis cultivation and noncultivation operations under the Cannabis Program would generate solid waste from involving cannabis plant and product waste as well as noncannabis waste. Consistent with state cannabis licensing regulations, licensees must maintain accurate and comprehensive records regarding cannabis waste that account for, reconcile, and evidence all activity related to the generation or disposition of cannabis waste. Waste management plans and other regulations would ensure that solid waste (cannabis and noncannabis waste) that is hauled offsite is disposed of properly. However, improper management of onsite composting of cannabis waste could result adverse environmental effects. **(Impact 3.15-3)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.15-3: Implement a Cannabis Waste Composting Management Plan

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ Applicants for new commercial cannabis operations and relicensed sites will develop and implement a cannabis waste composting management plan if the operator proposes to dispose of cannabis waste through onsite composting. The plan shall meet all state requirements and the following requirements that will be confirmed by the County during inspections.
 - Designation of the composting area on a site plan that is contained within the site boundaries (must be located within the Designated Area for cultivation operations) that is of adequate size to accommodate site cannabis waste needs.
 - Identification of water quality control features that ensure no discharge of cannabis waste or other pollutants.
 - Details on routine management and equipment used in the composting area that ensures proper composting and control of odors, potential fuel hazards, and pests for the life of the cannabis operation.

Finding

The Board finds that the above mitigation measures is feasible, will reduce solid waste impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation Mitigation Measure 3.15-3 would require that on-site composting is managed in a manner to avoid adverse environmental impacts through water quality, odor, and pest control that would be monitored by the County. (Final EIR Volume 2 Section 3.15 pages 3.15-11 through 3.15-12)

WILDFIRE – EXPOSURE TO WILDFIRE HAZARDS

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.16, "Wildfire," of the Final EIR Volume 2. Trinity County is highly susceptible to wildfires. Implementation of the Cannabis Program could create new fire hazards from creation of new fuel and ignition sources and expose people and structures to increased wildfire hazards and unhealthy air quality conditions from smoke. **(Impact 3.16-1)**

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.16-1: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises

The reader is referred to Impact 3.1-1 above for a complete description of this mitigation measure.

Finding

The Board finds that the above mitigation measure is feasible, will reduce wildfire hazard impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measures 3.1-1b would require license applications for new cultivation sites and requests for license renewal maintain the premises clear of trash and debris piles. No trash or debris will be allowed to accumulate for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal. This will eliminate the potential for new sources of fuel that could increase wildfire hazards. Mitigation Measure 3.1-1b is consistent with Trinity County Safety Element policies that identify the need for fuel reduction. (Final EIR Volume 2 Section 3.16 pages 3.16-15 through 3.16-16)

WILDFIRE – INSTALLATION AND OPERATION OF INFRASTRUCTURE

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.16, "Wildfire," of the Final EIR Volume 2. Implementation of the Cannabis Program would include the development on-site and off-site infrastructure improvements to support commercial cannabis uses that could create new fire hazards. **(Impact 3.16-2)**

Mitigation measures to avoid or reduce the environmental effects of the project are included as part of the project.

Mitigation Measure 3.16-2a: Implement Fire Prevention Measures for New Power Lines and Electrical Facilities

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ New power lines extended to sites shall be placed underground. If power lines cannot be placed underground, fuel breaks shall be provided along power lines and any stand-alone electrical facilities in a manner that would avoid ignition of adjacent vegetation to the satisfaction of the County and CAL FIRE. Fuel breaks shall be maintained and verified by the County as part of annual license renewal.

Mitigation Measure 3.16-2b: Implement Fire Prevention Measures for On-Site Construction and Maintenance Activities

The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ The operation of outdoor motorized equipment on-site for construction and maintenance activities shall be required to be covered under a fire protection plan that includes the following provisions:
 - Fire watch personnel responsible for watching for the occurrence of fire during and after equipment use shall be identified.
 - Equipment shall be located so that exhausts do not discharge against combustible materials.
 - Equipment shall not be refueled while in operation and not until after a cooldown period.
 - Water and tools dedicated to fire fighting shall be on hand in the area of onsite construction and maintenance activities at all times.
 - Designated smoking areas with cigarette disposal receptacles that are burn resistant.

Finding

The Board finds that the above mitigation measures are feasible, will reduce wildfire hazard impacts of the project to less-than-significant levels, and are adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measures 3.16-2a and 3.16-2b would require that power lines and electrical facilities maintain fuel breaks and that the use of outdoor motorized equipment be conducted in a manner to avoid accidental fire. (Final EIR Volume 2 Section 3.16 pages 3.16-16 through 3.16-18)

WILDFIRE - INCREASED RISK OF LANDSLIDES FROM POST-FIRE SLOPE INSTABILITY

An evaluation of the project's impacts related to utilities and service systems is found in Section 3.16, "Wildfire," of the Final EIR Volume 2. Previous wildfires in Trinity County have resulted in the loss of vegetation on sloped terrain. This condition could result in soil erosion and slope failure. Development of commercial cannabis uses under the Cannabis Program in these areas could exacerbate this condition and increase the risk of erosion and slope failure. (Impact 3.16-3)

Mitigation measure to avoid or reduce the environmental effects of the project is included as part of the project.

Mitigation Measure 3.16-3: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards

The reader is referred to Impact 3.10-1 above for a complete description of these mitigation measures.

Finding

The Board finds that the above mitigation measure is feasible, will reduce post wildfire hazard impacts of the project to less-than-significant levels, and is adopted by the Board. Accordingly, the Board finds, that pursuant to PRC Section 21081(a)(1), and the State CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

Rationale

Implementation of Mitigation Measure 3.10-1a would require all existing and new commercial cannabis cultivation activities in the county to comply with the conditions of SWRCB Order WQ 2019-0001-DWQ or otherwise avoid water quality impacts. This would also include ensuring that sites are geologically stable and do not result in operational soil erosion impacts. (Final EIR Volume 2 Section 3.16 page 3.16-18)

1.2.4 Potentially Significant Impacts That Cannot Be Mitigated Below a Level of Significance

This section identifies the significant unavoidable impacts that require a statement of overriding considerations to be issued by the Board, pursuant to Section 15093 of the CEQA Guidelines, if the project is approved. Based on the analysis contained in the Final EIR, the following impacts have been determined to be significant and unavoidable:

AIR QUALITY - CONSTRUCTION EMISSIONS

An evaluation of the project's impacts to air quality is found in Section 3.3, "Air Quality," of the Final EIR Volume 2. Construction-generated emissions from later projects under the Cannabis Program could exceed North Coast Unified Air Quality Management District (NCUAQMD) recommended maximum daily emission threshold for nitrogen oxide (NO_x) and annual mass emission threshold for PM₁₀. Because the North Coast Air Basin (NCAB) is in nonattainment for particulate matter (PM₁₀), construction of new facilities licensed under the Cannabis Program would contribute substantially to an existing or projected air quality violation, could expose sensitive receptors to substantial pollutant concentrations, and could conflict with air quality planning efforts in Trinity County and the NCAB. This impact would be significant and unavoidable. (**Impact 3.3-1**)

Mitigation Measures

Mitigation Measure 3.3-1a: Prohibit Burning Vegetation

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):

- ▶ Prohibit the burning of vegetation that has been cleared for cultivation purposes unless proof is submitted that all required permits have been obtained, including, but not limited to, a standard burn permit and/or a non-standard burn permit. It should also be noted that CDFG regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308.

Mitigation Measure 3.3-1b: Implement Diesel Engine Exhaust Control Measures and Dust Control

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ All diesel-powered off-road equipment used in construction shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available construction equipment can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.
- ▶ Construction activities will implement measures to control dust such as:
 - Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) two times per day.
 - Cover all haul trucks transporting soil, sand, or other loose material off-site.
 - Remove all visible mud or dirt track-out onto adjacent roads.
 - Limit all construction vehicle speeds on unpaved roads to 15 miles per hour.

Mitigation Measure 3.3-1c: Use Alternative Fuels

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ Renewable diesel (RD) fuel shall be used in diesel-powered construction equipment if commercially available in reasonable proximity. RD fuel must meet the following criteria:
 - meet California's Low Carbon Fuel Standards and be certified by CARB Executive Officer;
 - be hydrogenation-derived (reaction with hydrogen at high temperatures) from 100 percent biomass material (i.e., non-petroleum sources), such as animal fats and vegetables;
 - contain no fatty acids or functionalized fatty acid esters; and
 - have a chemical structure that is identical to petroleum-based diesel and complies with American Society for Testing and Materials D975 requirements for diesel fuels to ensure compatibility with all existing diesel engines.

The County shall require implementation of this measure of the licensed entities building a new cannabis site.

Finding

The Board finds that implementation of the identified mitigation measures will reduce construction-generated criteria air pollutant and precursor emissions impacts attributable to the proposed project. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project which will mitigate, in part, this significant air quality impact attributable to the project, as identified in the Final EIR. However, there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

Rationale

Implementation of Mitigation Measure 3.3-1a would reduce PM emissions associated with burning vegetation. Although this analysis does not quantify the PM emissions if cleared vegetation at new cultivation sites was to be burned, it is assumed that this mitigation measure would result in improved local and regional air quality due to less PM released. It should also be noted that CDFA regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308. Final EIR Volume 2 Table 3.3-4 shows construction-generated emissions associated with the project if the most stringent Tier, Tier 4, diesel engines were available and used, which would be required by Mitigation Measure 3.3-1b. Emissions estimates shown in Table 3.3-4 also include the use of RD in all diesel-powered off-road equipment where feasible, as required by Mitigation Measure 3.3-1c. The use of RD, as required by Mitigation Measure 3.3-1c, can reduce NO_x emissions by approximately 14 percent and PM₁₀ exhaust emissions by approximately 34 percent. As shown in Table 3.3-4, daily emissions of NO_x and annual emissions of PM₁₀ emissions would still exceed applicable thresholds. Although implementation of Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-1c would reduce NO_x and PM₁₀ emissions associated with construction activities, it would not reduce the Cannabis Program's PM₁₀ emissions below the NCUAQMD threshold. Daily NO_x and annual PM₁₀ emissions would remain above the respective thresholds. Because there is no other feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.3 pages 3.3-14 through 3.3-18)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.3-1a was revised since release of the Final EIR to clarify circumstances when vegetation can be burned in order to minimize wildfire hazards and maintain site conditions.

AIR QUALITY - OPERATIONAL EMISSIONS

An evaluation of the project's impacts to air quality is found in Section 3.3, "Air Quality," of the Final EIR Volume 2. Operation of existing licensed commercial cannabis cultivation and distribution uses in Trinity County generates daily emissions of reactive organic gases (ROG), NO_x, and PM₁₀ and annual emissions of PM₁₀ that exceed applicable NCUAQMD mass emission thresholds. Operation of new commercial cannabis cultivation and noncultivation operations would generate emissions of ROG, NO_x, PM₁₀, and PM_{2.5} that exceed applicable daily and annual mass emission thresholds established by NCUAQMD. Thus, operational emissions of ozone precursors (i.e., ROG and NO_x) and of PM_{2.5} could conflict with NCUAQMD's efforts to maintain the California ambient air quality standards (CAAQS) and national ambient air quality standards (NAAQS) for ozone and PM_{2.5}. Given that the NCAB is designated as nonattainment with respect to the CAAQS for PM₁₀, implementation of the Cannabis Program could contribute to an existing or projected air quality violation. This impact would be significant and unavoidable. **(Impact 3.3-2)**

Mitigation Measures

Mitigation Measure 3.3-2a: Limit the Use of Fossil Fuel-Powered Outdoor Power Equipment at All Commercial Cannabis Cultivation and Noncultivation Sites

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ Limit the use of off-road equipment that is powered by gasoline, diesel, or other fossil fuels where available. This requirement does not apply to generators.

Mitigation Measure 3.3-2b: Require Use of Low Emission Diesel Back-Up Generators at All Commercial Cannabis Cultivation and Noncultivation Sites

The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):

- ▶ All generators shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available model can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors.

Finding

The Board finds that implementation of the identified mitigation measures will reduce operational-generated criteria air pollutant and precursor emissions impacts attributable to the proposed project. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project which will mitigate, in part, this significant air quality impact attributable to the project, as identified in the Final EIR. However, there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

Rationale

Implementation of Mitigation Measure 3.3-2a would result in the reduction of criteria air pollutants and precursors associated with the use of an on-site utility vehicle by replacing a fossil fuel-powered vehicle with one that is electric

at outdoor and mixed-light cultivation sites and all noncultivation sites. Implementation of Mitigation Measure 3.3-2b would result in the reduction emissions of NO_x, PM₁₀, and PM_{2.5} associated with back-up diesel generators at mixed-light cultivation sites and result in a slight reduction in ROG emissions. Final EIR Volume 2 Table 3.3-7 shows the project's operational emissions with the implementation of Mitigation Measures 3.3-2a and 3.3-2b using Tier 4 and electric equipment where feasible. As shown in Table 3.3-7, implementation of these mitigation measures would reduce NO_x below the threshold; however, operational emissions of ROG, PM₁₀, and PM_{2.5} would not be reduced to less than the mass emission thresholds recommended by NCUAQMD. In addition, Tier 4 and electric equipment may not be available for all activities.

The County also considered the measures to reduce fugitive PM₁₀, and PM_{2.5} dust from vehicle travel on unpaved surfaces, including watering unpaved roadways at regular intervals (e.g., two times per day), application of dust suppressants, and paving. None of these measures were determined feasible.

Because there is no other feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.3 pages 3.3-18 through 3.3-23)

AIR QUALITY - ODOR IMPACTS

An evaluation of the project's impacts to air quality is found in Section 3.3, "Air Quality," of the Final EIR Volume 2. Implementation of the Cannabis Program would license the operation of new commercial cultivation and noncultivation sites, as well as existing cultivation. The cultivation and processing of cannabis generates odors associated with the plant itself, which during maturation can produce substantial odors. Setbacks are required under the Cannabis Program, however, they do not preclude the generation of odorous emissions in such quantities as to cause detriment, nuisance, or annoyance to a substantial number of people. This impact would be significant and unavoidable. (**Impact 3.3-3**)

Mitigation Measures

Mitigation Measure 3.3-3: Implement Odor Control Plan for the Growing, Cultivating, Processing, Handling of Cannabis

The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):

- ▶ This mitigation shall not apply to lands zoned Agricultural, Agriculture-Forest, or Agricultural Preserve.
- ▶ Cannabis sites shall develop and implement an odor control plan that contains the following requirements as appropriate for each cannabis use:
 - Identify and describe odor-emitting activities and the nature and characteristics of the emissions.
 - Location and distance of sensitive receptors (e.g., residents, youth-oriented facilities, schools, churches, residential treatment centers) from the site.
 - Demonstrate that the cannabis site's distance to receptors, wind direction, and local topographic conditions would not result in detection of cannabis odors by off-site sensitive receptors that would create a nuisance.
 - If off-site odor nuisance impacts cannot be avoided without odor controls, identify procedures and controls for reducing/controlling odors on-site, including the following as applicable to the cannabis use and license type (outdoor, mixed-light, and indoor). The operator may propose a numeric odor detection threshold for

on-site operations (such as dilution-to-threshold standard that is verified by persons of normal odor sensitivity as defined by European Standard EN 13725) subject to County review and approval.¹

- All fully enclosed and secure structures that contain cannabis plants or products that generate odors will employ mechanical ventilation controls, carbon filtration, or other equivalent or superior method(s) to eliminate the detection of cannabis off the parcel. This will include all drying and processing of cannabis plant material recently harvested.
- Outdoor operations may include different plant strains and smaller grow areas or relocation of outdoor activities indoors or, in a mixed-light facility contained within an enclosed structure, use of site design or other technology and/or use of odor easements to address odor impacts.
- Corrective actions to address County-verified off-site odor complaints will be identified and methods to be developed and applied for the next harvest to minimize off-site odor impacts so that they do not conflict with other applicable standards of the County's Cannabis Program or State license requirements.

Finding

The Board finds that implementation of the identified mitigation measure will reduce odor impacts attributable to the proposed project. Pursuant to Public Resources Code Section 21081(a)(1) and CEQA Guidelines Section 15091(a)(1), changes or alterations have been required in, or incorporated into, the project which will mitigate, in part, this significant air quality impact attributable to the project, as identified in the Final EIR. However, there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

Rationale

Implementation of Mitigation Measure 3.3-3 would reduce the potential of odor nuisance impacts and would include corrective actions for cultivation sites that routinely generate nuisance odor impacts off-site. However, it is possible that nuisance odor impacts would occur occasionally before abatement for outdoor cultivation sites, especially in areas where outdoor cultivation sites are concentrated. There are no feasible mitigation measures for completely avoiding the potential for occasional odor nuisance impacts because there is no reliable method to contain odors on-site under all atmospheric conditions during harvest season. There are no effective mitigation measures to ensure to elimination of cannabis odors at harvest for outdoor cultivation operations. Because there is no other feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.3 pages 3.3-23 through 3.3-25)

During Planning Commission and Board of Supervisor meetings on the Cannabis Program in November and December 2020, Mitigation Measure 3.3-3 was revised since release of the Final EIR to clarify its implementation.

NOISE - TRAFFIC NOISE IMPACTS

An evaluation of the project's impacts to air quality is found in Section 3.12, "Noise," of the Final EIR Volume 2. Commercial cannabis operations in the county that may occur under the Cannabis Program could result in increased traffic volumes on associated roadways and highways in the county, particularly during fall harvest season when the demand for workers is highest. Project-generated traffic volumes could expose noise-sensitive receptors to traffic noise levels that exceed the Trinity County General Plan exterior noise standards for transportation noise. This impact would be significant and unavoidable. (**Impact 3.12-3**)

¹ The use of a dilution-to-threshold (D/T) standard is based on scientific publications on odor pollution control that have identified that odors above 7 D/T will often result in complaints (i.e., objectionable), with 15 D/T often described as a nuisance, and odors above 30 D/T described as a serious nuisance (i.e., nauseating) (McGinley 2000; Huey et al. 1960).

Mitigation Measures

No feasible mitigation is available to address this impact.

Finding

The Board finds that there are no feasible mitigation measures that will reduce the identified significant impact to a level below significant. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

Rationale

The typical approach to mitigate traffic noise levels is to construct structures (e.g., soundwalls, berms, or some berm-wall combination) between the roadway segment and the affected noise-sensitive receptors. However, this method would be infeasible given the extensive length of the affected state highway segments (i.e., over 45 contiguous miles along SR 3), and the number of sensitive receptors along these highway segments. Even if landowners were offered to have protective noise barriers constructed on their property, it cannot be assured the all of the landowners of the affected properties residences would allow for the construction of a noise barrier. Additionally, if any soundwalls were proposed within Caltrans right-of-way, implementation of the improvements would not fall within Trinity County's jurisdictional control, and while the appropriate jurisdictions can and should implement feasible mitigation to reduce impacts, it cannot be guaranteed that these improvements would be implemented. Moreover, some noise barriers could potentially result in other types of environmental impacts (e.g., aesthetic impacts) or adversely affect the potential for a highway segment to be designated as a scenic highway.

The Final EIR noise methodology used to estimate the number of trips that could potentially be generated by the project was based on the conservative assumptions discussed above and represents a worst-case scenario. Additionally, the levels of traffic noise modeled and shown in Final EIR Volume 2 Table 3.12-5 would occur only during the peak harvest time (i.e., 4 weeks per year). However, as stated above, there is no feasible mitigation to address the potential long-term traffic noise levels generated by the project. Because there is no feasible mitigation available, this impact would be significant and unavoidable. (Final EIR Volume 2 Section 3.12 pages 3.12-11 through 3.12-13)

CUMULATIVE IMPACTS - AIR QUALITY

An evaluation of the project's impacts to cumulative air quality impacts is found in Chapter 4, "Cumulative Impacts," of the Final EIR Volume 2. Implementation of the Cannabis Program would result in peak emissions of PM₁₀ during the harvest season from road dust, which would contribute to the existing nonattainment status with respect to the CAAQS for PM₁₀ in the NCAB. Implementation of the Cannabis Program would also result in an increase in the number and potentially the density of commercial cannabis outdoor, mixed-light, and indoor cultivation operations throughout the county that are a significant source of cannabis odor, thereby increasing the potential cultivation-related odor sources throughout the county. The project's contribution to cumulative odor impacts would be cumulatively considerable and significant and unavoidable. (**Impact 4.3.3**)

Mitigation Measures

No feasible mitigation is available to address this impact.

Finding

The Board finds that there are no feasible mitigation measures that will reduce the identified cumulative significant impact to a level of less than cumulatively considerable. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

Rationale

As discussed in Final EIR Volume 2 Section 3.3, "Air Quality," feasible mitigation measures are not available to offset project-generated PM₁₀ emissions from unpaved roadway use. While the Cannabis Program would require a minimum setback of 1,000 feet from youth-oriented facilities, schools, churches, and residential treatment facilities; and 350 feet from residences; it does not preclude the potential for off-site residential receptors to be exposed to objectionable odors emitted by mature cannabis plants. As discussed in Final EIR Volume 2 Impact 3.3-3, dispersion modeling indicate that specific cannabis compounds may be detectable at a distance of 2 miles or more depending on weather conditions. Because there is no feasible mitigation available, this impact would be cumulatively considerable and significant and unavoidable. (Final EIR Volume 2 Chapter 4 pages 4-6 through 4-7)

CUMULATIVE IMPACTS - NOISE

An evaluation of the project's impacts to cumulative air quality impacts is found in Chapter 4, "Cumulative Impacts," of the Final EIR Volume 2. The addition of new vehicle trips associated with cannabis facilities licensed under the Cannabis Program would substantially contribute to excessive noise levels (above the County's maximum allowable exposure from transportation noise sources) during the harvest period for segments along SR 3 and SR 299 (see Final EIR Impact 3.12-3). The project's contribution to cumulative traffic noise impacts would be cumulatively considerable and significant and unavoidable. (**Impact 4.3.12**)

Mitigation Measures

No feasible mitigation is available to address this impact.

Finding

The Board finds that there are no feasible mitigation measures that will reduce the identified cumulative significant impact to a level of less than cumulatively considerable. Therefore, this impact would remain significant and unavoidable. However, pursuant to Public Resources Code Section 21081(b), see Statement of Overriding Considerations, for the specific overriding economic, legal, social, technological, and other benefits of the project that outweigh this significant and unavoidable impact.

Rationale

The typical approach to mitigate traffic noise levels is to construct structures (e.g., soundwalls, berms, or some berm-wall combination) between the roadway segment and the affected noise-sensitive receptors. However, this method would be infeasible given the extensive length of the affected state highway segments (i.e., over 45 contiguous miles along SR 3), and the number of sensitive receptors along these highway segments. Even if landowners were offered to have protective noise barriers constructed on their property, it cannot be assured that all the landowners of the affected properties would allow for the construction of a noise barrier. Additionally, if any soundwalls were proposed within Caltrans right-of-way, implementation of the improvements would not fall within Trinity County's jurisdictional control, and while the appropriate jurisdictions can and should implement feasible mitigation to reduce impacts, it cannot be guaranteed that these improvements would be implemented. Moreover, some noise barriers could potentially result in other types of environmental impacts (e.g., aesthetic impacts) or adversely affect the potential for a highway segment to be designated as a scenic highway. Because there is no feasible mitigation available, this impact would be cumulatively considerable and significant and unavoidable. (Final EIR Volume 2 Chapter 4 pages 4-14 through 4-15)

1.3 FINDINGS REGARDING ALTERNATIVES

Section 15126.6(a) of the CEQA Guidelines requires the discussion of "a reasonable range of alternatives to a project, or the location of a project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives." The Final EIR identified and considered the following reasonable range alternatives to the proposed project which would be capable, to varying degrees, of reducing identified impacts:

- ▶ Alternative 1: No Project Alternative
- ▶ Alternative 2: Siting Limitation for Commercial Cannabis Sites Alternative
- ▶ Alternative 3: Restricted Commercial Cannabis Cultivation Alternative
- ▶ Alternative 4: Reduced Commercial Cannabis Operations Alternative

These alternatives are evaluated for their ability to avoid or substantially lessen the impacts of the proposed project identified in the Final EIR, as well as consideration of their ability to meet the basic objectives of the proposed project as described in the Final EIR.

1.3.1 No Project Alternative

DESCRIPTION

This alternative would consist of continued implementation of the existing ordinances that make up the Cannabis Program:

- ▶ cultivation (Ordinances 315-823, 315-829, 315-830, 315-841, and 315-843),
- ▶ testing (Ordinance 315-824),
- ▶ nurseries (Ordinances 315-826, 315-827, and 315-833),
- ▶ distribution (Ordinances 315-828 and 315-834),
- ▶ non-storefront retail (Ordinance 315-835),
- ▶ microbusiness (Ordinance 315-837), and
- ▶ manufacturing (Ordinances 315-838 and 315-842).

The No Project Alternative would not include the proposed amendment to Section S315-843(1)(i) to increase the Designated Area (land area used to support the cultivation operation) from 200 percent to 250 percent of the licensed cannabis canopy area for cultivation activities. This would result in the potential for approximately 287 acres of land area disturbed for cannabis cultivation (a reduction of approximately 72 acres as compared to the proposed Cannabis Program).

FINDING

The Board rejects the No Project Alternative as undesirable as it fails to provide substantial reductions or avoidance of significant environmental impacts identified for the project, and because specific economic, legal, social, technological or other considerations make the alternative infeasible.

RATIONALE

As identified in Final EIR Chapter 5, "Alternatives," the No Project Alternative would not provide any substantial reduction or avoidance of significant environmental impacts of the project. The No Project Alternative would also not provide additional flexibility in cannabis cultivation site operations by not including the expansion of the Designated area.

1.3.2 Siting Limitation for Commercial Cannabis Sites Alternative

DESCRIPTION

This alternative would include a new performance standard in all the ordinances of the Cannabis Program that would require all new commercial cannabis cultivation and noncultivation uses to be located on sites that have already been developed or otherwise disturbed (graded and vegetation removed). Ordinance 315-843 would also include an additional performance standard that establishes a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek. As described in Section 3.10, "Hydrology and Water Quality," Cannabis Priority Watersheds are designated due to a high concentration of cannabis cultivation; noncompliant cannabis cultivation in these areas has the potential to cause adverse effects on the watersheds.

FINDING

The Board rejects the Siting Limitation for Commercial Cannabis Sites Alternative as undesirable as it restricts cannabis cultivation uses within an area of the county that currently contains several licensed cultivation sites and would not provide flexibility for cannabis cultivation site development. Further, while it would achieve most project objectives, it would not achieve them to the extent of the project. Therefore, the Board declines to adopt this alternative pursuant to the standards in CEQA and the CEQA Guidelines.

RATIONALE

The Siting Limitation for Commercial Cannabis Sites Alternative would establish a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek. CDFW has not notified CDFA that cannabis cultivation is causing significant adverse impacts on the environment in these watersheds pursuant to California Code of Regulations 8216 that would cease the issuance of licenses. These watersheds make up a significant portion of the County that already contains numerous licensed cultivation sites (Final EIR Volume 2 Figure 3.10-4).

The Board, while acknowledging the application of the adopted mitigations, considers this restriction (as well as restriction to existing disturbed sites) too restrictive for successful and regulated cannabis cultivation development. Through the effective and stable regulation of legal cannabis operations, the amended Cannabis Program is anticipated to have a positive effect on stabilization of real estate values that have been influenced by cannabis operations and the fluctuation of regulatory frameworks at the State and County levels. The restriction of siting cannabis operations in the watersheds described in this alternative could lead to destabilization of local economies and communities based on a preexisting culture of acceptance and participation in the cannabis industry.

1.3.3 Restricted Commercial Cannabis Operations Alternative

DESCRIPTION

Alternative 3 would modify the Cannabis Program provisions for commercial cultivation in Ordinance 315-843 to reduce the total number of cultivation licenses allowed from 530 to 280. This would reduce the total allowed licensed canopy for cultivation by approximately 68 acres and the Designated Area by approximately 169 acres as compared to the proposed Cannabis Program. All other aspects of the Cannabis Program would remain in place.

FINDING

The Board rejects the Restricted Commercial Cannabis Cultivation Alternative as undesirable as it restricts the extent of existing and future licensed cannabis cultivation sites and the ability to allow existing illegal cultivation sites to become licensed. For the reasons set forth below and more fully described in Final EIR and in the record of proceeding, the Board find that Alternative 3 is infeasible as it meets the project objectives to a lesser extent than the project. Therefore, the Board declines to adopt this alternative pursuant to the standards in CEQA and the CEQA Guidelines.

RATIONALE

The Restricted Commercial Cannabis Cultivation Alternative would restrict the number of licensed cannabis cultivation sites to 280 that is below the total number of sites licensed by the County as of December 2018 (286) (Final EIR Volume 2 page 2-1). The County believes that the best approach to regulating cannabis operations is through the implementation of the Cannabis Program with a cultivation license cap of 530. This license cap under the Cannabis Program was established by the County as the acceptable number of total commercial cannabis cultivation licenses and will result in the conversion of some current illegal cultivation sites to legal sites with operators who agree to comply with County and State regulations. This limitation of available licenses, in combination with the eradication of illegal operators who choose to avoid or ignore the permitting process, is expected to provide a regulated cannabis cultivation industry that can be adequately regulated by County government resources (e.g., inspection and enforcement) and meet the project objectives. This alternative would not provide as much new employment opportunities as the project (Cannabis Program is anticipated to generate 945 new jobs (Final EIR Volume 2 Table 2-3)).

1.3.4 Reduced Commercial Cannabis Operations Alternative

DESCRIPTION

The Reduced Commercial Cannabis Operations Alternative (Alternative 4) would modify the Cannabis Program in the following manner:

- ▶ Restrict the siting of new commercial cannabis cultivation and noncultivation uses to sites that have already been developed or otherwise disturbed (graded and vegetation removed). Ordinance 315-843 would also include an additional performance standard that establishes a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek.
- ▶ Amend Ordinance 315-843 to reduce the total number of cultivation licenses allowed from 530 to 280.
- ▶ Amend Ordinance 315-843 to require new commercial cannabis cultivation operations to be operated within an enclosed building or greenhouse structure with a controlled ventilation and odor control system.

FINDING

The Board rejects the Reduced Commercial Cannabis Operations Alternative as undesirable as it restricts the extent, type, and location of licensed cannabis cultivation sites and the ability to allow existing illegal cultivation sites to become licensed. For the reasons set forth below and more fully described in Final EIR and in the record of proceeding, the Board find that Alternative 4 is infeasible as it meets the project objectives to a lesser extent than the project. Therefore, the Board declines to adopt this alternative pursuant to the standards in CEQA and the CEQA Guidelines.

RATIONALE

The Reduced Commercial Cannabis Operations Alternative would restrict the number of licensed cannabis cultivation sites to 280 that is below the total number of sites licensed by the County as of December 2018 (286) (Final EIR Volume 2 page 2-1) as well as require all cannabis cultivation to be placed within enclosed structures to control odors. This alternative would also establish a moratorium on the issuance of new commercial cultivation in the following Cannabis Priority Watersheds designated by the SWRCB: Upper South Fork Trinity River, Middle South Fork Trinity River, Lower South Fork Trinity River, Upper Hayfork Creek, and the Lower Hayfork Creek.

The County believes that the best approach to regulating cannabis operations is through the implementation of the Cannabis Program with a cultivation license cap of 530. This license cap under the Cannabis Program was established by the County as the acceptable number of total commercial cannabis cultivation licenses and will result in the conversion of some current illegal cultivation sites to legal sites with operators who agree to comply with County and State regulations. This limitation of available licenses to 530, in combination with the eradication of illegal operators who choose to avoid or ignore the permitting process, is expected to provide a regulated cannabis cultivation industry that can be adequately regulated by County government resources (e.g., inspection and enforcement) and meet the project objectives. The Board considers this restriction of licensed cultivation sites proposed in this Alternative to be too restrictive to improve existing conditions associated with illegal cannabis cultivation impacts. The Board also wishes to promote the success of licensed cultivation sites and finds that placement of cannabis cultivation indoors may result in limiting a licensee's ability to successfully compete in the competitive regulated market through brand development of cannabis products based on County geographic and cultural characteristics.

The Cannabis Priority Watersheds make up a significant portion of the County that already contains numerous licensed cultivation sites (Final EIR Volume 2 Figure 3.10-4). The Board, while acknowledging the application of the adopted mitigations, considers this restriction (as well as restriction to existing disturbed sites) too restrictive to allow flexibility of cannabis cultivation development. Through the effective and stable regulation of legal cannabis operations, the amended Cannabis Program is anticipated to have a positive effect on stabilization of real estate values that have been influenced by cannabis operations and the fluctuation of regulatory frameworks at the State and County levels. The restriction of siting cannabis operations in the watersheds described in this alternative could lead to destabilization of local economies and communities based on a preexisting culture of acceptance and participation in the cannabis industry. This alternative would also not provide as much new employment opportunities as the project (Cannabis Program is anticipated to generate 945 new jobs (Final EIR Volume 2 Table 2-3)).

1.4 GENERAL CEQA FINDINGS

1.4.1 Mitigation Monitoring and Reporting Program

Based on the entire record before the Board and having considered the unavoidable significant impacts of the project, the Board hereby determines that all feasible mitigation within the responsibility and jurisdiction of the County has been adopted to reduce or avoid the potentially significant impacts identified in the Final EIR, and that no additional feasible mitigation is available to further reduce significant impacts. The feasible mitigation measures are discussed in Sections 1.2.3 and 1.2.4, above, and are set forth in the mitigation monitoring and reporting program (MMRP).

Section 21081.6 of the Public Resources Code requires the Board to adopt a monitoring or compliance program regarding the changes in the project and mitigation measures imposed to lessen or avoid significant effects on the environment. The MMRP for the Cannabis Program is hereby adopted by the Board because it fulfills the CEQA mitigation monitoring requirements through incorporation into the Cannabis Program.

1.4.2 CEQA Guidelines Section 15091 and 15092 Findings

Based on the foregoing findings and the information contained in the administrative record, the Board has made one or more of the following findings with respect to each of the significant effects of the project:

1. Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment.
2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and such changes have been adopted by such other agency, or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly-trained workers, make infeasible the mitigation measures or alternatives identified in the Final EIR.

Based on the foregoing findings and the information contained in the administrative record, and as conditioned by the foregoing:

1. All significant effects on the environment due to the project have been eliminated or substantially lessened where feasible.
2. Any remaining significant effects that have been found to be unavoidable are acceptable due to the overriding considerations set forth herein.

1.4.3 Board of Supervisors Independent Judgment

The Final EIR for the Cannabis Program reflects the Board's independent judgment. The Board has exercised independent judgment in accordance with Public Resources Code 21082.1(c)(3) in retaining its own environmental consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

Having received, reviewed, and considered the information in the Final EIR, as well as any and all other information in the record, the Board hereby makes findings pursuant to and in accordance with Sections 21081, 21081.5, and 21081.6 of the Public Resources Code.

1.4.4 Nature of Findings

Any findings made by the Board shall be deemed made, regardless of where it appears in this document. All of the language included in this document constitutes findings by the Board, whether or not any particular sentence or clause includes a statement to that effect. The Board intends that these findings be considered as an integrated whole and, whether or not any part of these findings fail to cross-reference or incorporate by reference any other part of these findings, that any finding required or committed to be made by the Board with respect to any particular subject matter of the Final EIR, shall be deemed to be made if it appears in any portion of these findings.

1.4.5 Reliance on Record

Each and all of the findings and determinations contained herein are based on substantial evidence, both oral and written, contained in the administrative record relating to the project. As required pursuant to Public Resources Code Section 15091(h) the location of the administrative record will be the Trinity County Planning Department and the custodian will be the Director of that department.

RECORD OF PROCEEDINGS

In accordance with PRC Section 21167.6(e), the record of proceedings for the Board's decision on the project includes the following documents:

- ▶ The NOP for the project and all other public notices issued in conjunction with the project;
- ▶ All comments submitted by agencies or members of the public during the comment period on the NOP;
- ▶ The Draft EIR for the project and all appendices;
- ▶ All comments submitted by agencies or members of the public during the comment period on the Draft EIR;
- ▶ The Final EIR for the project, including comments received on the Draft EIR, responses to those comments, and appendices;
- ▶ Documents cited or referenced in the Draft EIR and Final EIR;
- ▶ The MMRP for the project;
- ▶ All findings and resolutions adopted by the Board in connection with the project and all documents cited or referred to therein;
- ▶ All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the project prepared in compliance with the requirements of CEQA and with respect to the Board's action on the project;
- ▶ All documents submitted by other public agencies or members of the public in connection with the project, up through the close of the final public hearing;
- ▶ Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held in connection with the project;
- ▶ Any documentary or other evidence submitted at such information sessions, public meetings, and public hearings;
- ▶ Any and all resolutions adopted by the County regarding the project, and all staff reports, analyses, and summaries related to the adoption of those resolutions;
- ▶ Matters of common knowledge, including, but not limited to federal, state, and local laws and regulations;
- ▶ Any documents expressly cited in these findings and any documents incorporated by reference, in addition to those cited above;
- ▶ Any other written materials relevant to the Board's compliance with CEQA or its decision on the merits of the project, including any documents or portions thereof, that were released for public review, relied upon in the environmental documents prepared for the project, or included in the Board non-privileged retained files for the EIR or project; and
- ▶ Any other materials required for the record of proceedings by PRC Section 21167.6(e).

The Board intends that only those documents relating to the project and its compliance with CEQA and prepared, owned, used, or retained by the Board and listed above shall comprise the administrative record for the project. Only that evidence was presented to, considered by, and ultimately before the Board prior to reviewing and reaching its decision on the EIR and project.

CUSTODIAN OF RECORDS

The custodian of the documents or other material that constitute the record of proceedings upon which the Board's decision is based is identified as follows:

Trinity County Planning Department
P.O. Box 2819
61 Airport Road
Weaverville, CA 96093

RECIRCULATION NOT REQUIRED

CEQA Guidelines Section 15088.5 provides the criteria that a lead agency is to consider when deciding whether it is required to recirculate an EIR. Recirculation is required when “significant new information” is added to the EIR after public notice of the availability of the Draft EIR is given, but before certification. (CEQA Guidelines, Section 15088.5(a).) “Significant new information,” as defined in CEQA Guidelines Section 15088.5(a), means information added to an EIR that changes the EIR so as to deprive the public of a meaningful opportunity to comment on a “substantial adverse environmental effect” or a “feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project’s proponents have declined to implement.”

An example of significant new information provided by the CEQA Guidelines is a disclosure showing that a “new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented;” that a “substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted to reduce the impact to a level of insignificance;” or that a “feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project’s proponents decline to adopt it.” (CEQA Guidelines, Section 15088.5(a)(1)-(3).)

Recirculation is not required where “the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.” (CEQA Guidelines, Section 15088.5(b).) Recirculation also is not required simply because new information is added to the EIR — indeed, new information is oftentimes added given CEQA’s public/agency comment and response process and CEQA’s post-Draft EIR circulation requirement of proposed responses to comments submitted by public agencies. In short, recirculation is “intended to be an exception rather than the general rule.” (Laurel Heights Improvement Assn. v. Regents of University of California (1993) 6 Cal.4th 1112, 1132.)

In this legal context, the Board finds that recirculation of the Draft EIR prior to certification is not required. In addition to providing responses to comments, the Final EIR includes revisions to expand upon information presented in the Draft EIR; explain or enhance the evidentiary basis for the Draft EIR’s findings; update information; and to make clarifications, amplifications, updates, or helpful revisions to the Draft EIR. The Final EIR’s revisions, clarifications and/or updates do not result in any new significant impacts or increase the severity of a previously identified significant impact.

In sum, the Final EIR demonstrates that the project will not result in any new significant impacts or increase the severity of a significant impact, as compared to the analysis presented in the Draft EIR. The changes reflected in the Final EIR also do not indicate that meaningful public review of the Draft EIR was precluded in the first instance. Accordingly, recirculation of the EIR is not required as revisions to the EIR are not significant as defined in Section 15088.5 of the State CEQA Guidelines.

1.5 CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

The Board certifies that the Final EIR, dated November 2020, has been completed in compliance with CEQA and the CEQA Guidelines, that the EIR was presented to the Board, and that the Board reviewed and considered the information contained therein before approving the proposed Cannabis Program as the project, and that the EIR reflects the independent judgment and analysis of the Board. (CEQA Guidelines Section 15090)

2 STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Code Section 21081(b) and CEQA Guidelines section 15093(a) and (b), the Board is required to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological or other benefits of the project, including region-wide or statewide environmental benefits, outweigh the unavoidable adverse environmental effects, those effects may be considered “acceptable” (CEQA Guidelines, Section 15093 (a)). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are not avoided or substantially lessened. Those reasons must be based on substantial evidence in the Final EIR or elsewhere in the administrative record (CEQA Guidelines, Section 15093(b)).

Courts have upheld overriding considerations that were based on a variety of policy considerations including, but not limited to, new jobs, stronger tax base, and implementation of an agency’s economic development goals, growth management policies, redevelopment plans, the need for housing and employment, conformity to community plan, and provision of construction jobs. See *Towards Responsibility in Planning v. City Council* (1988) 200 Cal App. 3d 671; *Dusek v. Redevelopment Agency* (1985) 173 Cal App. 3d 1029; *City of Poway v City of San Diego* (1984) 155 Cal App. 3d 1037; *Markley v. City Council* (1982) 131 Cal App.3d 656. In accordance with the requirements of CEQA and the CEQA Guidelines, the Board finds that the mitigation measures identified in the Final EIR and the MMRP, when implemented, will avoid or substantially lessen many of the significant effects identified in the Final EIR for the proposed Cannabis Program Project (hereinafter, Cannabis Program or Project). However, certain significant impacts of the Cannabis Program are unavoidable even after incorporation of all feasible mitigation measures. These significant unavoidable impacts are to air quality and noise. The Final EIR provides detailed information regarding these impacts (see Section 1.2.4 Potentially Significant Impacts that Cannot be Mitigated Below a Level of Significance).

The Board finds that all feasible mitigation measures identified in the Final EIR within the purview of County will be implemented with implementation of the Cannabis Program, and that the remaining significant unavoidable effects are outweighed and are found to be acceptable due to the following specific overriding economic, legal, social, technological, or other benefits based upon the facts set forth above, the Final EIR, and the record, as follows:

1. Illegal cannabis cultivation has resulted in serious concerns among regulators, environmentalists, and the general public. These concerns have resulted in the desire by many agencies, including Trinity County, to develop and implement regulations as well as enforcement activities (e.g., Watershed Enforcement Team operated by the California Department of Fish and Wildlife) that address, control, and minimize environmental impacts from cannabis operations.
2. The best approach to regulating cannabis operations in the County is through the implementation of the Cannabis Program. The license cap under the Cannabis Program establishes an acceptable number of total commercial cannabis cultivation licenses and will result in the conversion of some current illegal cultivation sites to legal sites with operators who agree to comply with County and State regulations. This limitation of available licenses, in combination with the eradication of illegal operators who choose to avoid or ignore the permitting process, is expected to provide a regulated cannabis cultivation industry that can be adequately regulated by County government resources (e.g., inspection and enforcement) and meet the project objectives.
3. Cannabis Program is anticipated to generate additional employment opportunities through the creation of up to 945 new permanent jobs. (Final EIR Volume 2 Table 2-3)
4. Through the effective and stable regulation of legal cannabis operations, the amended Cannabis Program is anticipated to have a positive effect on stabilization of real estate values that have been influenced by cannabis operations and the fluctuation of regulatory frameworks at the State and County levels. Further, the amended Cannabis Program is anticipated to stabilize the community of Program participants, thereby reducing the level of program turnover and resulting in fewer environmental impacts.

Considering all the factors, the Board finds that there are specific economic, legal, social, technological, and other considerations associated with the project that serve to override and outweigh the project's significant unavoidable effects and, thus, the adverse effects are considered acceptable. Therefore, the Board hereby adopts this Statement of Overriding Considerations.

ATTACHMENT B

MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires public agencies to report on and/or monitor measures adopted as part of the environmental review process (see Public Resources Code Section 21081.6 and CEQA Guidelines Sections 15091[d] and 15097).

This mitigation monitoring and reporting program (MMRP) identifies all relevant, feasible mitigation measures necessary to mitigate potentially significant and significant impacts attributable to the proposed project, which is adoption and implementation of the Cannabis Program, including issuance of cannabis licenses for future individual cannabis operations and activities. Each of these measures to reduce environmental effects has been incorporated into the Cannabis Program in the form of regulations and therefore, will be implemented and enforced through the implementation of the Cannabis Program. The timing of implementation of individual regulations will be ongoing as license applications of all types are received, processed, issued, inspected and/or renewed.

Public Resources Code Section 21081.6(b) and Section 15097(b) of the CEQA Guidelines establish that when the project examined in an EIR is a “plan-level document” such as a zoning ordinance, mitigation measures may be incorporated into the regulations. This is the approach that has been taken by the County with the proposed Cannabis Program.

PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed in a satisfactory manner prior to implementation of the proposed ordinance. The attached table has been prepared to assist the responsible parties in implementing the mitigation measures. The table identifies the impact, mitigation measures (as amended through the Final EIR), monitoring responsibility, mitigation timing, and provides space to confirm implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR.

The Cannabis Program Final EIR identifies all relevant, feasible mitigation measures necessary and available to mitigate significant impacts to acceptable levels. As part of the Board of Supervisors’ adoption of the Cannabis Program and certification of the EIR, each of the measures are substantially incorporated into the Cannabis Program making the plan “self-mitigating” in that respect. The measures therefore will be implemented and enforced through the application of the Cannabis Program to individual cannabis projects.

ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the County is responsible for taking all actions necessary to implement the mitigation measures under its jurisdiction according to the specifications provided for each measure and for demonstrating that the action has been successfully completed.

REPORTING

The County shall document and describe compliance of future cannabis projects with the required mitigation measures as part of processing cannabis applications under the Cannabis Program. The staff analysis of the

merits of each proposed cannabis use will include a determination of consistency and compliance with the adopted Cannabis Program.

MITIGATION MONITORING AND REPORTING PROGRAM TABLE

The categories identified in the attached MMRP table are described below.

- Mitigation Measure – This column provides the verbatim text of the adopted mitigation measure
- Implementation Responsibility – This column identifies the party responsible for implementing the mitigation measure.
- Timing – This column identifies the time frame in which the mitigation will be implemented.
- Verification – This column may be dated and signed by the person (either project manager or his/her designee) responsible for verifying compliance with the requirements of the mitigation measure.

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.1 Aesthetics				
<p>Impact 3.1-1: Have a Substantial Adverse Impact on Scenic Vistas or Damage Scenic Resources</p> <p>Impact 3.1-2: Substantially Degrade the Existing Visual Character or Quality of the Project Area</p>	<p>Mitigation Measure 3.1-1a: Screen Cultivation Sites from County Scenic Roadways Section 315-843(6) will be amended to include the following new performance standard:</p> <ul style="list-style-type: none"> License applications for new cultivation sites and requests for license renewal for sites located within 0.5 mile of a County-designated scenic roadway will provide details on methods to screen the cultivation site from public views along the scenic roadway so that the developed site conditions blends with the existing visual character of the viewshed and does not dominate the view. Screening may be accomplished through retention of perimeter trees and other vegetation, revegetation with locally appropriate native vegetation as part of site modification or closure, or other methods determined acceptable to the County. This requirement will not apply to cultivation sites that demonstrate the site is not visible from the scenic roadway. Due to the topography of specific sites, a fence may not be adequate to screen a cultivation site from the roadway. For these sites, perimeter trees and other vegetation shall be used. <p>Mitigation Measure 3.1-1b: Maintain Cultivation Premises Section 315-843(6) will be amended to include the following new performance standard:</p> <ul style="list-style-type: none"> License applications for new cultivation sites and requests for license renewal will maintain the premises clear of trash and debris piles. No trash or debris, including abandoned cars, various woody materials, plastic tarps, cannabis waste, or household appliances, will be allowed to accumulate on the premises for a period greater than two weeks for the life of the license. The County will inspect compliance with this measure prior to license renewal. <p>Mitigation Measure 3.1-1c: Fence Cultivation Site Section 315-843(6) will be amended to include the following new performance standard:</p> <ul style="list-style-type: none"> Covered and solid fencing shall be designed to blend with the surrounding rural or natural conditions of the parcel and will be maintained in good working condition. If topography prevents fencing from being adequate screening, a vegetative fence will be maintained in good condition to comply with screening requirements. The County will inspect compliance with this measure prior to license renewal. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.3 Air Quality				
Impact 3.3-1: Construction-Generated Emissions	<p>Mitigation Measure 3.3-1a: Prohibit Burning Vegetation The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):</p> <ul style="list-style-type: none"> Prohibit the burning of vegetation that has been cleared for cultivation purposes unless proof is submitted that all required permits have been obtained, including, but not limited to, a standard burn permit and/or a non-standard burn permit. It should also be noted that CDFA regulations prohibit the burning of cannabis waste under CCR, Title 3, Division 8, Chapter 1, Section 8308. <p>Mitigation Measure 3.3-1b: Implement Diesel Engine Exhaust Control Measures and Dust Control The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> All diesel-powered off-road equipment used in construction shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available construction equipment can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors. Construction activities will implement measures to control dust such as: <ul style="list-style-type: none"> Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) two times per day. Cover all haul trucks transporting soil, sand, or other loose material off-site. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> Remove all visible mud or dirt track-out onto adjacent roads. Limit all construction vehicle speeds on unpaved roads to 15 miles per hour. <p>Mitigation Measure 3.3-1c: Use Alternative Fuels The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> Renewable diesel (RD) fuel shall be used in diesel-powered construction equipment if commercially available in reasonable proximity. RD fuel must meet the following criteria: <ul style="list-style-type: none"> meet California's Low Carbon Fuel Standards and be certified by CARB Executive Officer; be hydrogenation-derived (reaction with hydrogen at high temperatures) from 100 percent biomass material (i.e., non-petroleum sources), such as animal fats and vegetables; contain no fatty acids or functionalized fatty acid esters; and have a chemical structure that is identical to petroleum-based diesel and complies with American Society for Testing and Materials D975 requirements for diesel fuels to ensure compatibility with all existing diesel engines. <p>The County shall require implementation of this measure of the licensed entities building a new cannabis site.</p>			
Impact 3.3-2: Long-Term Operational Emissions	<p>Mitigation Measure 3.3-2a: Limit the Use of Fossil Fuel–Powered Outdoor Power Equipment at All Commercial Cannabis Cultivation and Noncultivation Sites The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p>	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> Limit the use of off-road equipment that is powered by gasoline, diesel, or other fossil fuels where available. This requirement does not apply to generators. <p>Mitigation Measure 3.3-2b: Require Use of Low Emission Diesel Back-Up Generators at All Commercial Cannabis Cultivation and Noncultivation Sites</p> <p>The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> All generators shall meet EPA's Tier 4 emission standards as defined in 40 CFR 1039 and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068. Tier 3 models or best available model can be used if a Tier 4 version of the equipment type is not available. This measure can also be achieved by using battery-electric off-road equipment as it becomes available. Implementation of this measure shall be required in the contract the project applicant establishes with its construction contractors. 			
Impact 3.3-3: Exposure of People to Objectionable Odors	<p>Mitigation Measure 3.3-3: Implement Odor Control Plan for the Growing, Cultivating, Processing, Handling of Cannabis</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> This mitigation shall not apply to lands zoned Agricultural, Agriculture-Forest, or Agricultural Preserve. Cannabis sites shall develop and implement an odor control plan that contains the following requirements as appropriate for each cannabis use: <ul style="list-style-type: none"> Identify and describe odor-emitting activities and the nature and characteristics of the emissions. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> ○ Location and distance of sensitive receptors (e.g., residents, youth-oriented facilities, schools, churches, residential treatment centers) from the site. ○ Demonstrate that the cannabis site's distance to receptors, wind direction, and local topographic conditions would not result in detection of cannabis odors by off-site sensitive receptors that would create a nuisance. ○ If off-site odor nuisance impacts cannot be avoided without odor controls, identify procedures and controls for reducing/controlling odors on-site, including the following as applicable to the cannabis use and license type (outdoor, mixed-light, and indoor). The operator may propose a numeric odor detection threshold for on-site operations (such as dilution-to-threshold standard that is verified by persons of normal odor sensitivity as defined by European Standard EN 13725) subject to County review and approval.¹ <ul style="list-style-type: none"> ▪ All fully enclosed and secure structures that contain cannabis plants or products that generate odors will employ mechanical ventilation controls, carbon filtration, or other equivalent or superior method(s) to eliminate the detection of cannabis off the parcel. This will include all drying and processing of cannabis plant material recently harvested. ▪ Outdoor operations may include different plant strains and smaller grow areas or relocation of outdoor activities indoors or, in a mixed-light facility contained within an enclosed structure, use of site design or other technology and/or use of odor easements to address odor impacts. ▪ Corrective actions to address County-verified off-site odor complaints will be identified and methods to be developed and applied for the next harvest to minimize off-site odor impacts so that they do not conflict with other applicable standards of the 			

¹ The use of a dilution-to-threshold (D/T) standard is based on scientific publications on odor pollution control that have identified that odors above 7 D/T will often result in complaints (i.e., objectionable), with 15 D/T often described as a nuisance, and odors above 30 D/T described as a serious nuisance (i.e., nauseating) (McGinley 2000; Huey et al. 1960).

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	County's Cannabis Program or State license requirements.			
3.4 Biological Resources				
Impact 3.4-1: Disturbance to or Loss of Special-Status Plant Species and Habitat	<p>Mitigation Measure 3.4-1a: Conduct Preapproval Biological Reconnaissance Surveys</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). This mitigation measure will determine whether there is potential for 103 special-status plants, 38 special-status wildlife, or sensitive habitats identified in the Cannabis Program, EIR to be present within a proposed commercial cannabis operation seeking a permit or licensed from the County:</p> <ul style="list-style-type: none"> • Prior to approval of any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area, a biological reconnaissance survey shall be conducted by a qualified biologist approved by the County. The survey area shall include the proposed development area, including areas of anticipated construction and ground disturbance, as well as staging areas, areas of anticipated light or noise impact, ingress and egress routes, and utility routes. The survey area shall be large enough to encompass areas subject to both direct and indirect impacts. The qualified biologist shall assess the habitat suitability of the proposed development area for all special-status plant, wildlife species, and sensitive habitats identified as having potential to occur in the county. The biologist shall provide a letter report to the project applicant and the County with evidence to support a conclusion as to whether special-status species and sensitive habitats are present or are likely to occur within the proposed development area. At a minimum, the letter report shall include: <ul style="list-style-type: none"> o date, time, and weather conditions during the survey; o a description and explanation of whether the site conditions during the survey are considered typical or atypical; o a map depicting the proposed development area and the unique, rare, and special-status species, sensitive habitats, or sensitive natural communities found; 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> ○ a vegetation map of the proposed development area using the National Vegetation Classification System (e.g., A Manual of California Vegetation) and an associated table, including acreage of vegetation types that could be adversely affected by project implementation; ○ a special-status species table generated from review of the CNDDB, the California Native Plant Society Inventory of Rare and Endangered Plants, lists maintained by USFWS, and the most recent, best-available range information for special-status species; ○ a description of survey methods and any protocols utilized during the survey; and ○ a list of common and special-status species and habitats observed in the proposed development area. <ul style="list-style-type: none"> • If the reconnaissance survey identifies no potential for special-status plant, wildlife species, or sensitive habitats to occur, the applicant will not be subject any additional biological resource protection measures identified in the ordinance. • If special-status species or sensitive habitats are present, the letter report will include a discussion of potential direct and indirect impacts on these resources, and the appropriate biological resource protection measures identified in Mitigation Measures 3.4-1b, 3.4-2a through 3.4-2o, 3.4-4a, 3.4-4b, 3.4-5, and 3.4-6b will be included in the letter report and shall be implemented. <p>Mitigation Measure 3.4-1b: Conduct Special-Status Plant Surveys and Implement Avoidance Measures and Mitigation</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:</p> <ul style="list-style-type: none"> • Prior to commencement of new development related to cannabis activities or the expansion of the Designated Area for existing licensed cultivation sites and during the blooming period for the special-status plant species 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>with potential to occur on the site, a qualified botanist approved by the County shall conduct protocol-level surveys for special-status plants in all proposed disturbance areas following survey methods from CDFW's Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2018a).</p> <ul style="list-style-type: none"> • If special-status plants are not found, the botanist shall document the findings in a letter report to CDFW and the applicant, and no further mitigation will be required. Reports shall be submitted to CDFW via email at R1LSARedding@wildlife.ca.gov and shall include the project applicant's name, address, and Assessor's Parcel Number in the subject line. • If special-status plant species are found, the qualified botanist shall consult with CDFW to designate a no-disturbance buffer that will be reflected in the application to the County. If the special-status plant species cannot be avoided, the application will be denied. <p>Mitigation Measure 3.4-1c: Implement Measures to Avoid Introduction or Spread of Invasive Plant Species</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ to avoid the introduction or spread of plants classified as invasive plant species by the California Invasive Plant Council:</p> <ul style="list-style-type: none"> • The application will include identification of invasive plant species that occur on the site to the extent practicable and where they are located, including noxious weed species prioritized by the Trinity County Weed Management Association. The application will identify specific measures to be employed for the removal invasive species and on-site management practices. • All invasive plant species shall be removed from the site using measures appropriate to the species to the extent practicable. For example, species that cannot easily reroot, resprout, or disperse seeds may be left on site in a debris pile. Species that resprout readily (e.g., English ivy) or disperse seeds (e.g., Pampas grass) should be hauled off-site and disposed of appropriately at a landfill site. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> Applicants shall monitor annually to ensure successful removal and prevention of new infestations of invasive species. Heavy equipment and other machinery shall be inspected for the presence of invasive species before on-site use, and shall be cleaned before entering the site, to reduce the risk of introducing invasive plant species. Only weed-free erosion control materials and mulch shall be used on-site. 			
Impact 3.4-2: Disturbance to or Loss of Special-Status Wildlife Species and Habitat	<p>Mitigation Measure 3.4-2a: Conduct Preconstruction Surveys for Special-Status Amphibians</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status amphibian species from new development related to cannabis activities.</p> <ul style="list-style-type: none"> If special-status amphibians are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications, relocation of the site, relocation of individual animals, or installation of exclusionary fencing, will be necessary and appropriate. Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for special-status amphibians is present within the proposed development area, a qualified biologist approved by the County and familiar with the life cycle of Cascades frog, foothill yellow-legged frog, Pacific tailed-frog, southern long-toed salamander, and southern torrent salamander shall conduct preconstruction surveys of proposed new development activities 48 hours before new development activities. Preconstruction surveys for special-status amphibians shall follow widely used and accepted standardized protocols that control for habitat type, seasonality, and environmental conditions, including the methods described in <i>Considerations for Conserving Foothill Yellow-Legged Frog</i> (CDFW 2018b), and <i>Visual Encounter Survey Protocol for Rana Boylii</i> in 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p><i>Lotic Environments</i> (UC Davis 2017). Preconstruction surveys for special-status amphibian species shall be conducted throughout the proposed construction area and at least a 400-foot buffer around the proposed development area. Surveys shall consist of “visual encounter” as well as “walk and turn” surveys of areas beneath surface objects (e.g., rocks, leaf litter, moss mats, coarse woody debris) for salamanders, and visual searches for frogs. Preconstruction surveys shall be conducted within the appropriate season to maximize potential for observation for each species, and appropriate surveys will be conducted for the applicable life stages (i.e., eggs, larvae, adults).</p> <ul style="list-style-type: none"> • If special-status amphibians are not detected during the preconstruction survey, then further mitigation is not required. • If special-status amphibians are detected during the preconstruction survey, work on the site shall not commence until the applicant has consulted with CDFW as described above. Injury to or mortality of special-status amphibians will be avoided by modifying project design, relocating the cultivation site, or relocating individual animals. If impacts to Cascades frog or foothill yellow-legged frog (both listed under CESA) are unavoidable, then the applicant will submit an incidental take permit (ITP) application to CDFW and receive take authorization before commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Cascades frogs or foothill yellow-legged frogs, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank. <p>Mitigation Measure 3.4-2b: Conduct Surveys for Western Pond Turtle and Relocate Individuals</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of western pond turtle from new development related to cannabis activities:</p> <ul style="list-style-type: none"> • If pond turtles are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a), preconstruction surveys, or are 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>determined to be likely to occur, consultation with CDFW shall be initiated to determine whether additional measures, such as project design modifications, relocation of the site, relocation of individual animals by a qualified biologist with a valid CDFW Scientific Collecting Permit, or installation of exclusionary fencing, will be necessary and appropriate.</p> <ul style="list-style-type: none"> Regardless of detection during the initial biological reconnaissance survey, if suitable aquatic habitat for western pond turtle is present within the proposed development area, a qualified biologist approved by the County and familiar with the life history of western pond turtle shall conduct preconstruction surveys of proposed new development activities within 200 feet of any aquatic habitat 24 hours before such development activities. If pond turtles are not detected during the preconstruction survey, then further mitigation is not required. If pond turtles are detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of western pond turtle will be avoided through project design modification, cultivation site relocation, or relocation of the turtle by a qualified biologist with a valid CDFW Scientific Collecting Permit. If relocation of western pond turtles is determined to be necessary, turtles shall be relocated to similar nearby habitat free of predators (e.g., racoon, coyote, raptors, bullfrog, nonnative turtles, other western pond turtles) as determined by the qualified biologist. If western pond turtles are relocated, a report shall be submitted electronically to CDFW within 15 days of the relocation. The report shall include the location, date, time, and duration of collection and release; the number of individuals relocated; and identification of the qualified biologist. <p>Mitigation Measure 3.4-2c: Conduct Preconstruction Nesting Raptor Surveys and Establish Protective Buffers</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of nesting raptors from new development related to cannabis activities:</p>			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> To minimize the potential for loss of nesting raptors, tree removal activities shall occur only during the nonbreeding season (September 1–January 31). Prior to removal of any trees or ground-disturbing activities between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nesting raptors and shall identify active nests within 500 feet of the proposed development area. The surveys shall be conducted between February 1 and August 31. Impacts to nesting raptors, including direct impacts and indirect impacts (e.g., noise, presence of construction crews) shall be avoided by establishing appropriate buffers around active nest sites identified during preconstruction raptor surveys. Factors to be considered for determining buffer size will include the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffer size if the qualified biologist and the applicant, in consultation with CDFW, determine that such an adjustment would not be likely to adversely affect the nest. The buffer areas shall be protected with construction fencing, and no activity shall occur within the buffer areas until the qualified biologist has determined, in coordination with CDFW, that the young have fledged, the nest is no longer active, or reducing the buffer would not likely result in nest abandonment. Monitoring of the nest by a qualified biologist approved by the County during and after construction activities (e.g., ground disturbance, vegetation removal, installation cultivation sites) will be required if the activity has potential to adversely affect the nest. Removal of bald and golden eagle nests is prohibited regardless of the occupancy status under the federal Bald and Golden Eagle Protection Act. If bald or golden eagle nests are found during preconstruction surveys, then the nest tree shall not be removed. Trees shall not be removed during the breeding season for nesting raptors unless a survey by the qualified biologist verifies that there is not an active nest in the tree. <p>Mitigation Measure 3.4-2d: Conduct Northern Spotted Owl Preconstruction Habitat Suitability Surveys and Determine Presence or Absence of the Species The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required</p>			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of northern spotted owl from new development related to cannabis activities:</p> <ul style="list-style-type: none"> To avoid the potential for loss of northern spotted owl and their nests, or loss or fragmentation of occupied or suitable habitat for northern spotted owl, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a. If the area of proposed new development activities (e.g., any application for commercial cannabis operations or renewal of an existing licensed cultivation site that is planning to expand its Designated Area) is within suitable habitat for northern spotted owl (e.g., coniferous forest), and is within 1.3 miles (average species home range) of a known occurrence of northern spotted owl, as determined by a qualified biologist familiar with the species and protocol, and approved by the County, the following measures shall be followed: Prior to removal of any trees, or ground-disturbing activities adjacent or within suitable nesting, roosting, or foraging habitat (e.g., forest clearings) for spotted owl, a qualified biologist approved by the County and familiar with the life history of the northern spotted owl shall conduct preconstruction surveys for nests within a 1.3-mile buffer around the site as described in Protocol for Surveying Proposed Management Activities That May Impact Northern Spotted Owls (USFWS 2012). Surveys shall take place between March 1 and August 31. Three complete surveys spaced at least 7 days apart must be completed by June 30. Six complete surveys over the course of 2 years must be completed to determine presence or absence of northern spotted owl. If northern spotted owls are determined to be absent 1.3 miles from the site, then further mitigation is not required. If northern spotted owls are determined to be present within 1.3 miles of the site, then it is presumed that habitat removal could cause harm to northern spotted owl populations in the area and could result in direct take of northern spotted owls. If northern spotted owls are determined to be present within 1.3 miles of the site, proposed cultivation activities, including expansion of an existing Designated Area, will not be permitted. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>Mitigation Measure 3.4-2e: Conduct Preconstruction Special-Status Nesting Bird Surveys and Establish Protective Buffers</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests from new development related to cannabis activities:</p> <ul style="list-style-type: none"> To minimize the potential for disturbance to or loss of little willow flycatcher, olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests, vegetation removal activities shall occur only during the nonbreeding season (September 1-January 31). If little willow flycatcher is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur based on the presence of suitable habitat, a protocol-level survey shall be conducted by a qualified biologist familiar with the species and the protocol prior to removal of any vegetation or any ground disturbance. The protocol-level survey shall utilize methods outlined in <i>A Willow Flycatcher Survey Protocol for California</i> (Bombay et al. 2003). If little willow flycatcher is determined to be present during the protocol-level survey, no development activity shall occur during the breeding season (May 1 through August 31) in and within 300 feet of the little willow flycatcher habitat. Development activities within or adjacent to identified little willow flycatcher habitat shall not damage or destroy willows or other riparian shrubs unless agreed upon through consultation with CDFW. If olive-sided flycatcher, yellow warbler, yellow-breasted chat, or other bird nests are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur based on the presence of suitable habitat, prior to removal of any vegetation or any ground disturbance between February 1 and August 31, a qualified biologist approved by the County shall conduct preconstruction surveys for nests on any structure or vegetation planned for removal. The surveys shall be conducted no more than 7 days before construction commences. If no 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>active nests are found during focused surveys, no further action under this measure will be required. If active nests are located during the preconstruction surveys, the biologist shall notify the Planning Director and CDFW. If deemed necessary by the Planning Director in consultation with CDFW, modifications to the project design to avoid removal of occupied habitat while still achieving project objectives may be required. If the County determines in consultation with CDFW that avoidance is not feasible or conflicts with project objectives, construction shall be prohibited within a minimum of 100 feet of the nest to avoid disturbance until the nest is no longer active.</p> <p>Mitigation Measure 3.4-2f: Conduct Preconstruction Surveys for Trinity Bristle Snail The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Trinity bristle snail from new development related to cannabis activities:</p> <ul style="list-style-type: none"> • If Trinity bristle snail is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as project design modifications or relocation of the site, will be necessary and appropriate. • Regardless of detection during the initial biological reconnaissance survey, if suitable habitat for Trinity bristle snail is present within the proposed development area, a qualified biologist approved by the County and familiar with the species shall conduct preconstruction surveys of proposed new development activities within the period when the species is the most active (between May and October and between dusk and dawn) prior to new development activities. Preconstruction surveys shall be conducted using a widely used and accepted standardized protocol that controls for seasonality and environmental conditions, such as the <i>Survey Protocol for Survey and Manage Terrestrial Mollusk Species from the Northwest Forest Plan</i> (BLM 2003). Surveys shall be conducted throughout the proposed construction area and an appropriate buffer around the proposed 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>development area as determined by the qualified biologist familiar with the species and survey protocols.</p> <ul style="list-style-type: none"> • If Trinity bristle snail or its habitat is not detected during the preconstruction survey, then further mitigation is not required. • If Trinity bristle snail is detected during the preconstruction survey, then consultation with CDFW shall be initiated as described above. Injury or mortality of this species will be avoided through project design modification or cultivation site relocation. • If impacts to Trinity bristle snail are unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual Trinity bristle snails, or compensation for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank. <p>Mitigation Measure 3.4-2g: Implement Measures to Avoid Take of Special-Status Bumble Bees or Obtain Incidental Take Coverage</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of special-status bumble bees from new development related to cannabis activities:</p> <ul style="list-style-type: none"> • If special-status bumble bees are detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or are determined to be likely to occur due to the presence of suitable habitat, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, or relocation of the site, will be necessary and appropriate. • If impacts to special-status bumble bees are determined to be unavoidable, then the applicant will submit an ITP application to CDFW and receive authorization prior to commencing development of the cultivation site. Conditions of incidental take authorization may include minimization measures to reduce impacts to individual bumble bees, or compensation 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>for loss of the species including but not limited to purchasing credits from a CDFW-approved mitigation bank.</p> <p>Mitigation Measure 3.4-2h: Conduct Preconstruction American Badger Survey and Establish Protective Buffers</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the American badger from new development related to cannabis activities:</p> <ul style="list-style-type: none"> • Prior to the commencement of construction activities, a qualified wildlife biologist approved by the County shall conduct surveys of the suitable grassland or agricultural habitats slated for conversion within the site to identify any American badger burrows/dens. These surveys shall be conducted not more than 7 days prior to the start of construction. If occupied burrows are not found, further mitigation shall not be required. If occupied burrows are found, impacts to active badger dens shall be avoided by establishing exclusion zones around all active badger dens, within which construction related activities shall be prohibited until denning activities are complete or the den is abandoned. The qualified biologist shall monitor each den once per week to track the status of the den and to determine when it is no longer occupied. <p>Mitigation Measure 3.4-2i: Conduct Preconstruction Fisher and Humboldt Marten Survey and Preserve Active Den Sites</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the fisher and Humboldt marten from new development related to cannabis activities:</p>			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat and dens, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a. Prior to commencement of new development related to cannabis activities occurring within the fisher and Humboldt marten denning season (March 1 to July 31), including tree removal (non-old growth), a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual fishers or martens, as well as potential dens. If individuals or potential or occupied dens are not found, further mitigation will not be required. If fisher or Humboldt marten are identified or if potential dens of these species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a fisher or marten is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as fiber optic scope may be utilized to determine occupancy. If no fisher or marten occupies the potential den, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed. If a den is found to be occupied by a fisher or marten, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the den tree (or other structure) plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW. <p>Mitigation Measure 3.4-2j: Conduct Preconstruction Surveys for Ringtail and Implement Avoidance Measures</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with</p>			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the ringtail from new development related to cannabis activities:</p> <ul style="list-style-type: none"> • Prior to commencement of new development related to cannabis activities occurring within the ringtail nesting season (not well defined but likely approximately March 1 to July 31), including tree or shrub removal, a qualified wildlife biologist approved by the County will conduct preconstruction surveys of all suitable habitat within the site, and will identify sightings of individual ringtails, as well as potential nests. • If individuals or potential or occupied nests are not found, further mitigation will not be required. • If ringtail are identified or if potential nests of this species are located, an appropriate method shall be used by the qualified wildlife biologist to confirm whether a ringtail is occupying the den. This may involve use of remote field cameras, track plates, or hair snares. Other devices such as a fiber optic scope may be utilized to determine occupancy. If no ringtail occupies the potential nest, the entrance will be temporarily blocked so that no other animals occupy the area during ground disturbance, vegetation removal, or installation of cultivation sites, but only after it has been fully inspected. The blockage will be removed once these activities have been completed. • If a nest is found to be occupied by a ringtail, a no-disturbance buffer will be placed around the occupied den location. The no-disturbance buffer will include the nest tree (or other structure) plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the nest is unoccupied as determined by a qualified wildlife biologist in coordination with CDFW. <p>Mitigation Measure 3.4-2k: Conduct Preconstruction Surveys for Oregon Snowshoe Hare and Implement Avoidance Measures</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with</p>			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of Oregon snowshoe hare from new development related to cannabis activities:</p> <ul style="list-style-type: none"> • If it is determined during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) that suitable habitat for Oregon snowshoe hare is present within a proposed cultivation area, then preconstruction surveys will be required. Prior to removal of any vegetation or any ground disturbance within suitable Oregon snowshoe hare habitat, a qualified biologist approved by the County shall conduct preconstruction surveys of all suitable habitat within the site. • If Oregon snowshoe hares or occupied reproductive sites are not found, further mitigation will not be required. • If Oregon snowshoe hares or potential or occupied reproductive sites are observed, a no-disturbance buffer will be placed around the occupied nest. The no-disturbance buffer will include the nest plus a suitable buffer as determined by the biologist in coordination with CDFW. Construction activities in the no-disturbance buffer will be avoided until the reproductive site is unoccupied as determined by the qualified biologist in coordination with CDFW. <p>Mitigation Measure 3.4-2: Preconstruction Bat Survey and Exclusion The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the pallid bat and Townsend's big-eared bat from new development related to cannabis activities:</p> <ul style="list-style-type: none"> • Before commencing any development related to cannabis activities, a qualified biologist approved by the County shall conduct surveys for roosting bats. If evidence of bat use is observed, the species and number of bats using the roost shall be determined. Bat detectors may be used to supplement survey efforts. If no evidence of bat roosts is found, then no further study will be required. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> If pallid bats or Townsend's big-eared bats are found in the surveys, a mitigation program addressing mitigation for the specific occurrence shall be submitted to the Planning Director and CDFW by the qualified biologist subject to the review and approval of the Planning Director in consultation with CDFW. Implementation of the mitigation plan shall be a condition of project approval. The mitigation plan shall establish a buffer area around the nest during hibernation or while females in maternity colonies are nursing young that is large enough to prevent disturbance to the colonies. <p>Mitigation Measure 3.4-2m: Preconstruction Vole Survey The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the Sonoma tree vole from new development related to cannabis activities:</p> <ul style="list-style-type: none"> To minimize the potential for loss of or disturbance to vole habitat and nests, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a. Before commencing any tree or other vegetation removal activities, or ground-disturbance, a qualified biologist approved by the County shall conduct surveys for vole nests (e.g., nest searching within trees on the site, and confirming that nests belong to voles rather than squirrels or birds). If no evidence of vole nests is found, then no further study shall be required. A report summarizing the results of the surveys shall be prepared and submitted to the Planning Director and shall be subject to his review and approval in consultation with CDFW. If occupied trees or nests are identified within 100 feet of the site, the biologist shall determine whether project development activities will adversely affect the voles, based on factors such as noise level of development activities, or line of sight between the tree and the disturbance source. If it is determined that development activities would not affect the voles, then development can proceed without protective measures. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> If the biologist determines that development activities would likely disturb voles, the proposed area of disturbance shall be relocated a minimum of 200 feet from the nest. <p>Mitigation Measure 3.4-2n: Implement Generator Noise Reduction Measures Section 315-843(6)(b) will be modified as shown to include standards to protect wildlife (USFWS 2006):</p> <ul style="list-style-type: none"> The cultivation of cannabis shall not exceed the noise level standards as set forth in the County General Plan: 55 A-weighted decibels (dBA) from 7:00 a.m. to 7:00 p.m. and 50 dBA from 7:00 p.m. to 7:00 a.m. measured at the property line, except that generators associated with a commercial grow are not to be used between 10:00 p.m. and 7:00 a.m. (Section 315-843[6][b]). The following additional noise performance standards shall apply to generator use: <ul style="list-style-type: none"> Project-generated sound must not exceed ambient nesting conditions by 20-25 dBA. Project-generated sound, when added to existing ambient conditions, must not exceed 90 dBA. <p>Mitigation Measure 3.4-2o: Implement Measures to Avoid Take of Gray Wolf The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of gray wolf from new development related to cannabis activities:</p> <ul style="list-style-type: none"> If gray wolf is detected during the initial biological reconnaissance survey (see Mitigation Measure 3.4-1a) or is determined to be likely to occur due to the presence of suitable habitat and recent species range information, consultation with CDFW shall be initiated to determine whether mitigation measures, such as protocol-level surveys, project design modifications, relocation of the site, limited operating periods, or biological monitoring will be necessary and appropriate. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> If impacts to gray wolf cannot be avoided, then proposed cultivation activities will not be permitted. 			
Impact 3.4-3: Disturbance to or Loss of Special-Status Fisheries	Mitigation Measure 3.4-3: Implement Mitigation Measures 3.10-1a and 3.10-1b.	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
Impact 3.4-4: Disturbance to or Loss of Riparian Habitat, Old-Growth Habitat, or Other Sensitive Natural Communities	<p>Mitigation Measure 3.4-4a: Identify, Avoid, and Protect Sensitive Natural Communities, Riparian Habitat, and Wetland Vegetation or Provide Compensation</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of sensitive natural communities and riparian habitat:</p> <ul style="list-style-type: none"> For projects that could disturb sensitive natural communities or riparian habitat, the application shall include a report prepared by a qualified biologist approved by the County that surveys the site for these sensitive resources identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a, including riparian habitat associated with aquatic features; old-growth Douglas fir forests; oak woodlands; special-status fish stream habitats; and Darlingtonia seep habitat. The report shall include requirements that before development activities commence, all sensitive areas identified above shall be flagged or fenced with brightly visible construction flagging and/or fencing under the direction of the qualified biologist to require that grading, excavation, other ground-disturbing activities, and vegetation removal will not occur within these areas. Foot traffic by construction personnel shall also be limited in these areas to prevent the introduction of invasive or weedy species. Periodic inspections during construction shall be conducted by the monitoring biologist to maintain the integrity of exclusion fencing/flagging throughout the period of construction involving ground disturbance. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> • If the report documents that site development would affect the bed, bank, channel, or associated riparian habitat subject to CDFW jurisdiction under California Fish and Game Code Section 1602, a Streambed Alteration Notification shall be submitted to CDFW, pursuant to Section 1600 et seq. of the California Fish and Game Code. If proposed activities are determined to be subject to CDFW jurisdiction, the applicant shall abide by the conditions of any executed agreement prior to any ground disturbance. • Subject to the review and approval of the County in consultation with CDFW, applicants shall compensate for permanent loss of riparian habitat at a minimum of a 2:1 ratio through contributions to a CDFW-approved wetland mitigation bank or through the development and implementation of a Compensatory Stream and Riparian Mitigation and Monitoring Plan for creating or restoring in-kind habitat in the surrounding area. If mitigation credits are not available, stream and riparian habitat compensation shall include establishment of riparian vegetation on currently unvegetated bank portions of streams affected by the project and enhancement of existing riparian habitat through removal of nonnative species, where appropriate, and planting additional native riparian plants to increase cover, continuity, and width of the existing riparian corridor along streams in the site and surrounding areas. Construction activities and compensatory mitigation shall be conducted in accordance with the terms of a streambed alteration agreement as required under Section 1602 of the California Fish and Game Code as well as the SWRCB Order WQ 2019-0001-DWQ. <p>The Compensatory Stream and Riparian Mitigation and Monitoring Plan shall include the following:</p> <ul style="list-style-type: none"> ○ identification of compensatory mitigation sites and criteria for selecting these mitigation sites; ○ in-kind reference habitats for comparison with compensatory riparian habitats (using performance and success criteria) to document success; ○ monitoring protocol, including schedule and annual report requirements (compensatory habitat will be monitored for a minimum of 5 years from completion of mitigation, or human intervention [including recontouring and grading], or until the success criteria identified in the approved mitigation plan have been met, whichever is longer); 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> ○ ecological performance standards, based on the best available science and including specifications for native riparian plant densities, species composition, amount of dead woody vegetation gaps and bare ground, and survivorship; at a minimum, compensatory mitigation planting sites must achieve 80 percent survival of planted riparian trees and shrubs by the end of the 5-year maintenance and monitoring period or dead and dying trees will be replaced and monitoring continued until 80 percent survivorship is achieved; • corrective measures if performance standards are not met; • responsible parties for monitoring and preparing reports; and • responsible parties for receiving and reviewing reports and for verifying success or prescribing implementation or corrective actions. <p>Mitigation Measure 3.4-4b: Restore Abandoned Cultivation and Nursery Sites The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-826(3) (Regulation of Nurseries) for the protection of sensitive natural communities and riparian habitat:</p> <ul style="list-style-type: none"> • Upon revocation of a use permit or abandonment of a licensed cultivation or nursery site, the permittee and/or property owner shall remove all materials, equipment, and improvements on the site that were devoted to cannabis use, including but not limited to concrete foundations and slabs; bags, pots, or other containers; tools; fertilizers; pesticides; fuels; hoop house frames and coverings; irrigation pipes; water bladders or tanks; pond liners; electrical lighting fixtures; wiring and related equipment; fencing; cannabis or cannabis waste products; imported soil or soil amendments not incorporated into native soil; generators; pumps; or structures not adaptable to noncannabis permitted use of the site. If any of the above described or related material or equipment is to remain, the permittee and/or property owner shall prepare a plan and description of the noncannabis continued use of such material or equipment on the site. The property owner shall be responsible for execution of the restoration plan that will reestablish the previous natural conditions of the site, subject to monitoring and periodic inspection by the County. Failure to adequately execute the plan shall be subject to the enforcement provisions by the County. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
Impact 3.4-5: Disturbance or Less of Waters of the United States	<p>Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of waters of the United States from new development related to cannabis activities:</p> <ul style="list-style-type: none"> The application shall include a report prepared by a qualified biologist approved by the County that surveys the site for sensitive resources, including wetlands, streams, and rivers identified from biological reconnaissance survey conducted under Mitigation Measure 3.4-1a. Wetlands and other waters of the United States are of special concern to resource agencies and are afforded specific consideration, based on Section 404 of the Clean Water Act and other applicable regulations. If the report documents waters of the United States to be present, a delineation of waters of the United States, including wetlands that would be affected by the project, shall be prepared by a qualified biologist approved by the County through the formal Section 404 wetland delineation process. The delineation shall be submitted to and verified by USACE. If, based on the verified delineation, it is determined that fill of waters of the United States would result from implementation of the project, authorization for such fill from USACE through the Section 404 permitting process would be required. USACE may not issue a Section 404 permit for activities associated with cannabis cultivation. If a Section 404 permit cannot be obtained, then the applicant shall modify the proposed project to avoid any wetlands or other waters of the United States by providing a buffer of at least 50 feet around these features. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
Impact 3.4-6: Interference with Resident or Migratory Wildlife Corridors or Native Wildlife Nursery Sites	Mitigation Measure 3.4-6a: Implement Mitigation Measure 3.4-5: Identify Wetlands and Other Waters of the United States and Avoid These Features	Trinity County	This will be incorporated into the Cannabis Program.	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>Mitigation Measure 3.4-6b: Retention of Fisher and Humboldt Marten Habitat Features The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ for the protection of the habitat for fisher and Humboldt marten:</p> <ul style="list-style-type: none"> To minimize the potential for loss of or disturbance to fisher and Humboldt marten habitat, removal of old-growth habitat shall be prohibited, as outlined in Mitigation Measure 3.4-4a. Habitat features within non-old-growth habitat, such as large trees, large snags, coarse woody debris, and understory vegetation (e.g., shrubs), shall be retained within the site to the extent feasible, to maintain connectivity of fisher and marten habitat. <p>Mitigation Measure 3.4-6c: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises</p>		This requirement will be applied to cannabis licenses.	
3.5 Archaeological, Historical, and Tribal Cultural Resources				
Impact 3.5-1: Cause a Substantial Adverse Change in the Significance of a Historic Resource	<p>Mitigation Measure 3.5-1a: Conduct Historic Evaluations for Existing Operations The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis) and Section 315-828(5) (Required Conditions):</p> <ul style="list-style-type: none"> Annual relicensing of cannabis operations licensed before 2019 shall require a one-time historic building evaluation, and the results of the evaluation shall be submitted to the County if buildings on-site are over 45 years old and are expected to be used in future operations. If the buildings are determined to be a significant historic resource, then the applicant shall be required to comply with historic resource protection standards set forth in Mitigation Measure 3.5-1b. This requirement does not apply to buildings that are currently being used as part of the cannabis operation. <p>Mitigation Measure 3.5-1b: Revise Ordinance to Include All Historic Districts and Additional Measures to Protect Historic Resources</p>	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) for the protection of historic resources:</p> <ul style="list-style-type: none"> • Cannabis cultivation operations shall not be permitted within the historic districts of Weaverville, Denny, Helena, and Lewiston, unless the operations occur indoors, do not require modification of historic features, and do not conflict with any limitation on location to cultivate cannabis. • Applicants shall identify and evaluate all historic-age (over 45 years in age) buildings and structures that are proposed to be removed or modified as part of cannabis operations. This shall include preparation of a historic structure report and evaluation of resources to determine their eligibility for recognition under federal, state, or County local official register of historic resources criteria. The evaluation shall be prepared by an architectural historian or historical architect meeting the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, Professional Qualification Standards. The evaluation shall comply with State CEQA Guidelines Section 15064.5(b) and, if federal funding or permits are required, with Section 106 of the NHPA of 1966 (16 U.S. Code Section 470 et seq.). • If resources eligible for inclusion in the NRHP, CRHR, or local official register of historic resources are identified, an assessment of impacts on these resources shall be included in the report, as well as detailed measures to avoid impacts. If avoidance of a significant architectural/built environment resource is not feasible, additional mitigation options include, but are not limited to, specific design plans for historic districts or plans for alteration or adaptive reuse of a historical resource that follows the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitation, Restoring, and Reconstructing Historic Buildings. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.7 Geology and Soils				
Impact 3.7-2: Create Geologic Hazard and Soil Stability Issues and Associated Soil Erosion Impacts	Mitigation Measure 3.7-2: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards	Trinity County	This will be incorporated into the Cannabis Program. This requirement will be applied to cannabis licenses.	
Impact 3.7-4: Adverse Effects to Paleontological Resources	<p>Mitigation Measure 3.7-4: Protect Discovered Paleontological Resources</p> <p>The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> • If a paleontological discovery is made during construction, the contractor shall immediately cease all work activities in the vicinity (within approximately 100 feet) of the discovery and shall immediately contact the County. • A qualified paleontologist shall be retained to observe all subsequent grading and excavation activities in the area of the find and shall salvage fossils as necessary. The paleontologist shall establish procedures for paleontological resource surveillance and shall establish, in cooperation with the project developer, procedures for temporarily halting or redirecting work to permit sampling, identification, and evaluation of fossils. If major paleontological resources are discovered that require temporarily halting or redirecting of grading, the paleontologist shall report such findings to the County. The paleontologist shall determine appropriate actions, in cooperation with the applicant and the County, that ensure proper exploration and/or salvage. It is encouraged that the excavated finds first be offered to a state-designated repository such as the Museum of Paleontology, University of California, Berkeley, or the California Academy of Sciences. Otherwise, the finds may be offered to the County for purposes of public education and interpretive displays. The paleontologist shall submit a follow-up report to the County that shall include the period of inspection, an analysis of the fossils found, and the present repository of fossils. 	Trinity County	This will be incorporated into the Cannabis Program. This requirement will be applied to cannabis licenses.	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.8 Greenhouse Gas Emissions and Climate Change				
Impact 3.8-1: Generate Greenhouse Gas Emissions	Mitigation Measure 3.8-1a: Implement Mitigation Measures 3.3-1a, 3.3-1b, and 3.3-1c	Trinity County	This will be incorporated into the Cannabis Program.	
	Mitigation Measure 3.8-1b: Implement Mitigation Measures 3.3-2a and 3.3-2b			
	<p>Mitigation 3.8-1c: Renewable Electricity Requirements</p> <p>The following shall be included as a new performance standard in Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions) by January 1, 2023 for consistency with California Code of Regulations Title 3, Division 8, Chapter 1, Section 8305 (Renewable Energy Requirements):</p> <ul style="list-style-type: none">• All electricity sources used for commercial cannabis cultivation, manufacturing, microbusinesses, non-storefront retail, testing, nurseries, and distribution shall be from renewable sources by conforming to one or more of the following standards:<ul style="list-style-type: none">○ Grid-based electricity supplied from 100 percent renewable sources○ On-site power supplied fully by renewable source (e.g., photovoltaic system)○ On-site power supplied by partial or wholly non-renewable source with purchase of carbon offset credits○ Or some combination of the above. <p>This mitigation measure is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, “Require on-site renewable energy generation” (CARB 2017:B-8).</p> <p>Mitigation Measure 3.8-1d: Lighting Efficiency Requirements</p> <p>The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis); Section 315-842(6) (Required Conditions); Section 315-838(6) (Required Conditions); Section 315-837(3) (Required Conditions); Section 315-835(2) (Regulations); Section 315-824(5) (Required Conditions); Section 315-827(4) (Required Conditions of Use Permit Approval); and Section 315-828(5) (Required Conditions):</p>	This requirement will be applied to cannabis licenses.		

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> Only light-emitting diodes (LEDs) or double-ended high-pressure sodium (HPS) fixtures shall be used in all existing and new mixed-light cultivation operations (i.e., sites not seeking relicensing). Only high efficacy lighting shall be used in all existing and new noncultivation operations (i.e., sites not seeking relicensing). <p>Examples of high efficacy lighting include:</p> <ul style="list-style-type: none"> Pin-based linear fluorescent or compact fluorescent light sources using electronic ballasts; Pulse-start metal halide light sources; HPS light sources; Luminaries with hardwired high frequency generator and induction lamp; and LEDs. <p>LED or HPS lighting has been considered feasible in cannabis cultivation sites by numerous studies conducted by utility providers throughout California (SDG&E 2016). This is consistent with a local action measure recommended in Appendix B, Local Action, of the 2017 Scoping Plan, which reads, “Require the use of energy-efficient lighting for all street, parking, and area lighting” (CARB 2017:B-10).</p>			
3.9 Hazards and Hazardous Materials				
Impact 3.9-2: Create Potential Human Health Hazards From Exposure to Existing Onsite Hazardous Materials	<p>Mitigation Measure 3.9-2a: Prepare Environmental Site Assessments</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> Applications for new cannabis activities on sites that contain existing or previous commercial, business park, or industrial uses shall include a site assessment for the presence of potential hazardous materials, including an updated review of environmental risk databases. If this assessment indicates the presence or likely presence of contamination, the applicant shall prepare a Phase I ESA in accordance with the American Society for Testing and Materials’ E-1527-05 standard. For work requiring any demolition, the Phase I ESA shall make recommendations for any 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>hazardous building materials survey work that shall be done. All recommendations included in a Phase I ESA prepared for a site shall be implemented to protect public health. If a Phase I ESA indicates the presence or likely presence of contamination, the applicant shall prepare a Phase II ESA, and recommendations of the Phase II ESA shall be fully implemented before ground disturbance, which will be made a condition of approval for the project.</p> <p>Mitigation Measure 3.9-2b: Prepare a Hazardous Materials Contingency Plan for Construction Activities</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> Applications for new licensed commercial cannabis on commercial, business park, or industrial sites shall include a hazardous materials contingency plan for review and approval by Trinity County Division of Environmental Health. The plan shall describe the necessary actions that would be taken if evidence of contaminated soil or groundwater is encountered during construction. The contingency plan shall identify conditions that could indicate potential hazardous materials contamination, including soil discoloration, petroleum or chemical odors, and presence of underground storage tanks or buried building material. The plan shall include the provision that, if at any time during constructing the project, evidence of soil and/or groundwater contamination with hazardous material is encountered, the project applicant shall immediately halt construction and contact Trinity County Division of Environmental Health. Work shall not recommence until the discovery has been assessed/treated appropriately (through such mechanisms as soil or groundwater sampling and remediation if potentially hazardous materials are detected above threshold levels) to the satisfaction of Trinity County Division of Environmental Health, RWQCB, and DTSC (as applicable). The plan, and obligations to abide by and implement the plan, shall be incorporated into the conditions of approval for the project. 			
Impact 3.9-6: Impair Emergency Response or Evacuation Plans	Mitigation Measure 3.9-6: Implement Mitigation Measures 3.14-3 and 3.14-4.	Trinity County	This will be incorporated into the Cannabis Program.	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
			This requirement will be applied to cannabis licenses.	
3.10 Hydrology and Water Quality				
Impact 3.10-1: Degrade Water Quality	<p>Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis). Compliance documentation will be provided to the County as part of the application materials and may be combined with required compliance with SWRCB Order WQ 2019-0001-DWQ:</p> <ul style="list-style-type: none"> All cultivation sites (new and licensed renewals) are required to demonstrate compliance with all applicable requirements of SWRCB Order WQ 2019-0001-DWQ or any subsequent water quality standards that apply to all new commercial cannabis cultivation operations and will not limited by a minimum area of disturbance as part of application review and at annual licensed renewal. This will include documentation, Site Management Plan, and grading details prepared by a qualified professional to help ensure that any grading of the site will be stable and describing how stabilization will be achieved. The documentation will also identify the location of all water quality control features for the site and associated access roads. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance. On-site sewage systems shall be designed to accommodate employees and seasonal employees during harvest consistent with the requirements of County Code of Ordinances Section 16.48.122. <p>The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> Applications will identify drainage and water quality controls for the site, including roads leading to and from a site, that ensure no sedimentation or other pollutants leave the site as part of project construction and operation. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<p>Compliance with this requirement may be combined with the NPDES Construction General Permit compliance measures. Roadway design, water quality control, and drainage features shall be designed and maintained to accommodate peak flow conditions and will be consistent with The Road Handbook, per CCR Title 14, Chapter 4. Compliance with water diversion standards and restrictions of SWRCB Order WQ 2019-0001-DWQ will also be provided to the County. The County will annually inspect compliance with this measure as part of license issuance or license renewal to confirm compliance.</p> <p>Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis):</p> <ul style="list-style-type: none"> Cultivation sites shall not place any structures or involve any grading that alters the capacity of the 100-year floodplain. No storage of pesticides, fertilizers, fuel, or other chemicals will be allowed within the 100-year floodplain. All cultivation uses (plants, planter boxes and pots, and related materials) will be removed from the 100-year floodplain between November 1 and April 1 each year. 			
Impact 3.10-2: Result in Groundwater Supply Impacts	<p>Mitigation Measure 3.10-2: Conduct Groundwater Monitoring and Adaptive Management The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:</p> <ul style="list-style-type: none"> As part of the application and license renewal process, applicants shall provide the County with groundwater monitoring data for existing on-site well facilities that documents water usage and changes in groundwater levels during each month of the year. Should this monitoring data identify potential drawdown impacts on adjacent well(s), surface waters, and waters of the state and sensitive habitats, and indicate a connection to operation of the on-site wells, the cannabis operators, in conjunction with the County, shall develop adaptive management measures to allow for recovery of groundwater levels that would protect adjacent wells and habitat conditions that could be adversely affected by declining 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	groundwater levels. Adaptive management measures may include forbearance (e.g., prohibition of groundwater extraction from the months of May to October), water conservation measures, reductions in on-site cannabis cultivation, alteration of the groundwater pumping schedule, or other measures determined appropriate. Adaptive management measures will remain in place until groundwater levels have recovered and stabilized based on annual monitoring data provided to the County as part of subsequent annual inspections. Any monitoring cannabis cultivation irrigation wells that demonstrate hydrologic connection to surface waters shall be subject to surface water diversion requirements and restrictions in SWRCB Order WQ 2019-0001-DWQ. Wells shall also be sited outside of the stream setbacks as set forth in SWRCB Order WQ 2019-0001-DWQ.			
Impact 3.10-3: Result in Diversion of Surface Water	<p>Mitigation Measure 3.10-3a: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards</p> <p>Mitigation Measure 3.10-3b: Prohibit Commercial Cannabis Operations in Watersheds under a CDFA Moratorium The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions) associated with projects using groundwater as a water supply source:</p> <ul style="list-style-type: none"> Prior to the issuance of a license and/or use permit, the County will determine if the application site is located within a watershed on which the CDFA has placed a moratorium on state licensing pursuant to CCR Section 8216. The County will reject the application should the site be located in such a watershed. Noncultivation uses may still be allowed if the applicant can demonstrate that the project's water source is groundwater that is not hydrologically connected to the watershed to the satisfaction of the County. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
Impact 3.10-4: Result in Alteration of Drainage Conditions and Floodplains	Mitigation Measure 3.10-4: Implement Mitigation Measure 3.10-1b: Restrict Cultivation Operations in Floodplains	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.12 Noise				
Impact 3.12-1: Create Short-Term, Construction-Related Noise	Mitigation Measure 3.12-1: Implement Construction Noise Mitigation The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions): <ul style="list-style-type: none"> All outdoor construction activity and use of heavy equipment outdoors shall take place between 7:00 a.m. and 7:00 p.m. 	Trinity County	This will be incorporated into the Cannabis Program. This requirement will be applied to cannabis licenses.	
3.13 Public Services				
Impact 3.13-1: Result in Substantial Adverse Physical Impacts Associated with the Need for New or Physically Altered Fire Protection Facilities	Mitigation Measure 3.13-1: Implement Mitigation Measures 3.14-3 and 3.14-4.	Trinity County	This will be incorporated into the Cannabis Program. This requirement will be applied to cannabis licenses.	
3.14 Transportation/Traffic				
Impact 3.14-3: Roadway Hazards Due to Geometric Design	Mitigation Measure 3.14-3: Provide Site Access Free of Hazards Due to Geometric Roadway Design The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions): <ul style="list-style-type: none"> Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that roadways providing site access are in compliance with Chapter 12.10: Design Policies of the Trinity County Code of Ordinances. New roadway water quality control and drainage features or new drainage features on existing roadways shall be designed to accommodate peak flow conditions and will be consistent with the Road Handbook, per CCR Title 14, Chapter 4 and SWRCB Order WQ 2019-0001-DWQ. 	Trinity County	This will be incorporated into the Cannabis Program. This requirement will be applied to cannabis licenses.	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
Impact 3.14-4: Conflict with Adequate Emergency Access	<p>Mitigation Measure 3.14-4: Provide Adequate Emergency Access</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> Applications for new commercial cannabis activities and license renewals for existing cannabis operations shall provide documentation showing that site access is in compliance with Chapter 8.30 – Fire Safe Ordinance of the Trinity County Code. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
3.15 Utilities and Service Systems				
Impact 3.15-1: Increase Demand on Wastewater Treatment Systems	<p>Mitigation Measure 3.15-1a: Prepare a Treatment Program for Noncultivation Activities</p> <p>The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <p>Applicants for new commercial noncultivation cannabis operations shall prepare a materials management plan that will address each permit type sought within a site. Compliance with state licensing that addresses these items may be used to demonstrate compliance with this measure. The plan shall include:</p> <ul style="list-style-type: none"> a detailed description of activities and processes occurring on site, including: <ul style="list-style-type: none"> equipment type and number, detailed standard operating procedures for processes, chemical requirements and reactions, cleaning procedures for equipment, required pretreatment requirements for discharge to a public wastewater treatment system, and disposal methods for all materials (e.g., plant materials, solvents, empty containers). Identification of type and quantity of items produced, including: 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> ○ material Safety Data Sheets for all chemical substances occurring on site, ○ manifests for each chemical describing quantities purchased, date used, and quantities disposed, ○ facility site plan with storage map, showing where hazardous materials will be stored, ○ an inventory of all emergency equipment with the location and description of items, including: <ul style="list-style-type: none"> ▪ personal protective equipment, ▪ fire extinguishing systems, ▪ spill control equipment and decontamination equipment, and ▪ communication and alarm systems. • An employee training plan that includes: <ul style="list-style-type: none"> ○ emergency response procedures and incident reporting, and ○ chemical handling procedures. <p>The materials management plan shall be submitted to Trinity County Division of Environmental Health and public agencies or private enterprises accepting waste materials, including CSDs and waste transfer stations. Commercial cannabis permits shall not be granted without approval of the materials management plan from relevant agencies and identification and construction of any required pretreatment facilities for wastewater.</p> <p>Mitigation Measure 3.15-1b: Verification of Adequate Wastewater Service and Necessary Improvements for Public Wastewater Systems</p> <p>The following shall be included as new performance standards for Section 315-824(5) (Required Conditions), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> • Applicants not relying on septic systems shall determine whether sufficient public wastewater treatment capacity exists for a proposed project. These determinations must ensure that the proposed development can be served by its existing or planned treatment capacity and wastewater conveyance through approval of the relevant service provider. If adequate capacity does not exist, the application will be denied. 			

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
Impact 3.15-2: Increase Demand of Public Water Supplies	<p>Mitigation Measure 3.15-2: Verify Adequate Water Supply and Service for Municipal Water Service</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> Applicants for new commercial cannabis operations that plan to obtain water from a retail water supply will obtain, and provide to the County, written verification from the water service provider that adequate water supply and water distribution facilities are or will be available to serve the site including peak operations (e.g., growing season). If adequate capacity does not exist, the application will be denied. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	
Impact 3.15-3: Solid Waste Impacts	<p>Mitigation Measure 3.15-3: Implement a Cannabis Waste Composting Management Plan</p> <p>The following shall be included as new performance standards for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions):</p> <ul style="list-style-type: none"> Applicants for new commercial cannabis operations and relicensed sites will develop and implement a cannabis waste composting management plan if the operator proposes to dispose of cannabis waste through onsite composting. The plan shall meet all state requirements and the following requirements that will be confirmed by the County during inspections. <ul style="list-style-type: none"> Designation of the composting area on a site plan that is contained within the site boundaries (must be located within the Designated Area for cultivation operations) that is of adequate size to accommodate site cannabis waste needs. Identification of water quality control features that ensure no discharge of cannabis waste or other pollutants. Details on routine management and equipment used in the composting area that ensures proper composting and control of odors, potential fuel hazards, and pests for the life of the cannabis operation. 	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
3.16 Wildfire				
Impact 3.16-1: Exposure to Wildfire Hazards or Exacerbate Wildfire Risk	Mitigation Measure 3.16-1: Implement Mitigation Measure 3.1-1b: Maintain Cultivation Premises 	Trinity County	This will be incorporated into the Cannabis Program. This requirement will be applied to cannabis licenses.	
Impact 3.16-2: Installation and Operation of Associated Infrastructure That May Exacerbate Fire Risk	Mitigation Measure 3.16-2a: Implement Fire Prevention Measures for New Power Lines and Electrical Facilities The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions): <ul style="list-style-type: none"> New power lines extended to sites shall be placed underground. If power lines cannot be placed underground, fuel breaks shall be provided along power lines and any stand-alone electrical facilities in a manner that would avoid ignition of adjacent vegetation to the satisfaction of the County and CAL FIRE. Fuel breaks shall be maintained and verified by the County as part of annual license renewal. Mitigation Measure 3.16-2b: Implement Fire Prevention Measures for On-Site Construction and Maintenance Activities The following shall be included as a new performance standard for Section 315-843(6) (Performance Standards for Commercial Cultivation of Cannabis), Section 315-824(5) (Required Conditions), Section 315-826(3) (Regulation of Nurseries), Section 315-828(5) (Required Conditions), Section 315-835(2) (Regulations), Section 315-837(3) (Required Conditions), and Section 315-842(6) (Required Conditions): <ul style="list-style-type: none"> The operation of outdoor motorized equipment on-site for construction and maintenance activities shall be required to be covered under a fire protection plan that includes the following provisions: <ul style="list-style-type: none"> Fire watch personnel responsible for watching for the occurrence of fire during and after equipment use shall be identified. Equipment shall be located so that exhausts do not discharge against combustible materials. 	Trinity County	This will be incorporated into the Cannabis Program. This requirement will be applied to cannabis licenses.	

Table 1 Mitigation Monitoring and Reporting Program – Cannabis Land Use Ordinance

Impact	Mitigation Measure	Implementation Responsibility	Timing	Verification
	<ul style="list-style-type: none"> Equipment shall not be refueled while in operation and not until after a cooldown period. Water and tools dedicated to fire fighting shall be on hand in the area of onsite construction and maintenance activities at all times. Designated smoking areas with cigarette disposal receptacles that are burn resistant. 			
Impact 3.16-3: Expose People to Increased Risk of Landslides from Post-Fire Slope Instability	Mitigation Measure 3.16-3: Implement Mitigation Measure 3.10-1a: Demonstrate Compliance with Water Resource Standards	Trinity County	<p>This will be incorporated into the Cannabis Program.</p> <p>This requirement will be applied to cannabis licenses.</p>	

This page intentionally left blank.

based on code compliance performance reviewed during inspections; complaints received; lack of timely submission of required documentation, including renewal applications; or recommendations from relevant state agencies and County Code enforcement. Any commercial cannabis operation that does not qualify for a multiyear license may receive annual licenses until such time that staff determines the operation meets multiyear license qualifications. Further qualification limitations for issuance of multiyear licenses may be developed by County staff, including differing qualifications between 2- and 3-year licenses. Multiyear licenses may be extended in the future to a maximum term longer than 3 years if feasible and criteria are established to ensure that administration and compliance of the licensed operations can be efficiently maintained.

ENVIRONMENTAL ANALYSIS

This is an administrative provision because it concerns the application, licensing, and renewal process. Multiyear licenses would not be exempt from code compliance annual inspections or applicable environmental requirements related to EIR mitigation measures and applicable State cannabis regulations (e.g., CalCannabis and SWRCB Order WQ 2019-0001-DWQ) identified in DEIR Sections 3.1 through 3.15 that address environmental impacts. Thus, these provisions would not create a new significant impact or result in an increase in severity of significant impacts identified in the DEIR.

2.1.3 Variances

The current Cannabis Program includes several requirements for cannabis operations setbacks. Included in those setbacks are cultivation setbacks of 350 feet from residential structures for specialty cottage, specialty, and small license types and 500 feet from the property line for medium outdoor 1-acre license types (Trinity County Code Section 17.43.050[A][8]). Cannabis cultivation operations that do not meet those setback requirements have, in some cases, been authorized with an approved annual variance that must be renewed each year as part of the annual license renewal process.

Modifications to the use of variances and the process as it is currently applied for commercial cannabis cultivation licenses may be considered. Those modifications may include specific provisions, such as how a variance is issued, when a variance is allowed, what activities are allowed or not allowed in the area requiring the variance, how long it may be in place, how it transfers or does not transfer to a different owner, changes to an approved operation if a variance is in place, or other relevant provisions as it relates to variances in the Cannabis Program. Modifications may also include a mechanism other than the use of variances to achieve the overall objectives of the Cannabis Program.

These provisions may be based on factors such as the physical characteristics of a parcel, zoning, existing disturbance, General Plan designations, neighboring land uses, the presence of an existing licensed or unlicensed cannabis cultivation facility, past issuance of a variance if operations have been continuous, compliance with performance standards in the Cannabis Program, if a Stacking License (see discussion below regarding Stacking Licenses) is proposed or issued, or other factors that would be relevant when considering a variance in the Cannabis Program.

Specific guidelines may be included because it relates to licensed commercial cannabis operations that currently include a variance if the current variance process is modified for the Cannabis Program.

ENVIRONMENTAL ANALYSIS

Cannabis cultivation applications requesting a variance would not be exempt from compliance with other Cannabis Program performance standards, EIR mitigation measures, and applicable State cannabis regulations (e.g., CalCannabis and SWRCB Order WQ 2019-0001-DWQ) identified in DEIR Sections 3.1 through 3.15 that address environmental impacts, such as odor, noise, lighting, geologic stability, biological resources, and water resources. Thus, these provisions would not create a new significant impact or result in an increase in severity of significant impacts identified in the DEIR.



TRINITY COUNTY CANNABIS DIVISION

530 Main St. ♦ PO Box 2819
Weaverville, CA 96093
(530) 623.1351 ♦ Fax (530) 623.1353

REQUIREMENTS FOR BUFFER REDUCTION DIRECTOR'S USE PERMIT APPLICATIONS

The following items are **REQUIRED** for a complete application:

- ☐ COMPLETED AND SIGNED APPLICATION FORM
- ☐ APPLICATION AND ENVIRONMENTAL REVIEW FEES are required at the time the application is submitted to the Cannabis Division.
NOTE: Additional fees may be required after initial application review
- ☐ APPENDIX C SITE PLAN
- ☐ SIGNED AND DATED CANNABIS DIVISION AUTHORIZATION FORM
- ☐ SIGNED AND DATED ACKNOWLEDGEMENT OF MAINTAINING EXISTING SITE CONDITIONS FORM
- ☐ COMPLETED AGENT AUTHORIZATION FORM required only if applicant is other than the property owner
- ☐ LAND USE ENTITLEMENT FORM

NOTE: Not included in packet, will be discussed and provided at later date.

Additional materials may be required upon review of the application.



Application Number: _____

TRINITY COUNTY CANNABIS DIVISION

530 Main St. ♦ PO Box 2819
Weaverville, CA 96093 Phone (530)
623.1351 ♦ fax (530) 623.1353

CANNABIS BUFFER REDUCTION DIRECTOR ISSUED USE PERMIT APPLICATION

APPLICANT

Email: _____

Name: _____ Day Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

PROPERTY OWNER

Check if same as Applicant

Email: _____

Name: _____ Day Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

If more than one parcel owner, attach an additional page.

PROPERTY/PROJECT DESCRIPTION

Property location/Address: _____

Assessor's parcel Number(s): _____ Acres: _____

Property's Approx. Elevation: _____

Existing Land Use: _____ Present Zoning: _____ General Plan Designation: _____

JUSTIFICATION FOR THE REQUESTED BUFFER REDUCTION (an additional sheet of paper is provided)

FOR OFFICE USE ONLY

Application Received by: _____

Date: _____

Application Fee: _____

Receipt No.: _____

I hereby certify that I am the owner of record of the property described above, or have authorization to act in behalf of the owner (form attached), and that this application and all other documents submitted are true and correct to the best of my knowledge.

Applicant's Signature

Date

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
AMENDING SECTION 43 OF TRINITY COUNTY ZONING ORDINANCE NO. 315
REGARDING COMMERCIAL CANNABIS CULTIVATION REGULATIONS**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

WHEREAS, On May 16, 2023 The Board of Supervisors adopted Resolution NO. 2023-071, A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY ALLOWING STREAMLINED APPROVAL OF CANNABIS LICENSES THAT REQUIRE CCVs FOR THE CALENDAR YEAR 2023, to address the backlog of Commercial Cultivation Variances (“CCVs”) and the cumbersome associated administrative processes

WHEREAS, on December 19, 2023, the Trinity County Board of Supervisors extended Resolution 2023-071 through February 2024, and directed staff to schedule a discussion/ study session for the Planning Commission to provide recommendations to the Board of Supervisors, related to the CCV resolution extension, and

WHEREAS, on January 11, 2024, the Trinity County Planning Commission held a regular meeting to discuss the extension of the CCV resolution, and made recommendations; including converting the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction - Directors Use Permit, and to modify the existing terminology related to the residential setback requirement for small cultivation licenses, and that the setback be measured from "canopy" instead of from the existing term and the associated definition of "cultivation", and

WHEREAS, on February 6, 2024, the Trinity County Board of Supervisors extended Resolution 2023-071 until April 30, 2024, and

WHEREAS, on February, 8th, 2024 the Trinity County Planning Commission held a public hearing to review the proposed Ordinance amendments, and recommended the Board of Supervisors approve said amendments as detailed below,

Section I: The County hereby amends the following sections of Chapter 17, Section 43.050 of the Trinity County Zoning Code:

TCC (§) Section 17.43.050(A)(8): For specialty cottage, specialty and small licenses, canopy shall not be allowed within three hundred fifty feet of a residential structure on any adjoining parcels. Applications for an Administrative Buffer Reduction – Director’s Use Permit will be considered and may be granted by the Trinity County Community Development Director, allowing for an exception to this code section.

Section II: The County hereby adds the following sections to Chapter 17, Section 43 of the Trinity County Zoning Code to read as follows:

TCC (§) Section 17.43.050(A)(9): For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission.

TCC (§) Section 17.43.051 Cannabis Land Use Buffer Reductions

- A. Buffer Reductions. When deliberating a Cannabis License application, a reduction from the required three hundred fifty foot distance from an adjacent legal residential structure on any adjoining parcels may be considered by the Community Development Director, when the following criteria is met:
1. The applicant has submitted an application for and has provided documented justification, along with the applicable attenuation plans included in the Appendix C document, for the requested buffer reduction.
 2. That there are circumstances unique to the properties in question that would reasonably allow a buffer reduction.
 3. The buffer reduction must be for a Legacy site. “Legacy” means sites developed for cannabis cultivation before the adoption of this ordinance. This definition includes sites which are licensed and unlicensed at the time of the adoption of this ordinance. Sites that have an approved Appendix C document with approved site configurations, will be allowed to apply for a Buffer reduction. Sites which are developed after or preexisting sites that have not yet submitted an Appendix C document, which are proposed to be expanded after the adoption of this ordinance, are not considered “legacy,” sites.
 4. That the buffer reduction would not result in harm to the public health, safety, or welfare and nearby land uses.
 5. During the review of the documentation submitted, a Notice of Application and a Consent/ Opposition letter will be sent to affected property owners providing information about the application(s) and identifying the following: 1) the date/time that the Community Development Director will take action on the application; and 2) the date/time when comments must be submitted to the County to be considered by the Community Development Director prior to taking action. If a qualified Opposition letter is received, the Community Development Director will deny the Buffer Reduction Application, unless the Consent/ Opposition letter is received pursuant to the exceptions as defined in paragraph 5 below. County Code Section 17.32.080 (Authority – Planning Director) states that the planning director may, at their direction, schedule for hearing by the commission any application for a planning director’s use permit. If affected property owners disagree with a decision of the director, they may appeal it to the PC per County Code Section 17.34.110(A).
 6. The following situations are considered exceptions from the required three hundred fifty foot distance from an adjacent legal residential structure:
 - a. Canopy that is less than the required three hundred fifty foot distance from an adjacent residential structure that is under identical ownership of that of the licensee.

- b. Canopy that is less than the required three hundred fifty foot distance from an adjacent parcel, with a legal residential structure, that has a cultivation license.
- c. Canopy that is found to be less than the three hundred fifty foot distance from an adjacent legal residential structure due to new construction on an adjacent property, since issuance of the original cannabis license and not under ownership of the licensee.

Section III: The County finds that the amendments to Chapter 17.43.050 of the Trinity County Code is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment.

Section IV: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 2nd day of April, and passed and enacted this ____ day of April, ____ 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

RIC LEUTWYLER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

Ordinance No. XXXX

DATE

Page 4 of 4

Margaret E. Long, County Counsel

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
AMENDING SECTION 43 OF TRINITY COUNTY ZONING ORDINANCE NO. 315
REGARDING COMMERCIAL CANNABIS CULTIVATION REGULATIONS**

The Board of Supervisors of the County of Trinity, State of California, ordains as follows:

WHEREAS, On May 16, 2023 The Board of Supervisors adopted Resolution NO. 2023-071, A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY ALLOWING STREAMLINED APPROVAL OF CANNABIS LICENSES THAT REQUIRE CCVs FOR THE CALENDAR YEAR 2023, to address the backlog of Commercial Cultivation Variances (“CCVs”) and the cumbersome associated administrative processes

WHEREAS, on December 19, 2023, the Trinity County Board of Supervisors extended Resolution 2023-071 through February 2024, and directed staff to schedule a discussion/ study session for the Planning Commission to provide recommendations to the Board of Supervisors, related to the CCV resolution extension, and

WHEREAS, on January 11, 2024, the Trinity County Planning Commission held a regular meeting to discuss the extension of the CCV resolution, and made recommendations; including converting the existing Commercial Cultivation Variance (CCV) process to an Administrative Buffer Reduction - Directors Use Permit, and to modify the existing terminology related to the residential setback requirement for small cultivation licenses, and that the setback be measured from "canopy" instead of from the existing term and the associated definition of "cultivation", and

WHEREAS, on February 6, 2024, the Trinity County Board of Supervisors extended Resolution 2023-071 until April 30, 2024, and

WHEREAS, on February, 8th, 2024 the Trinity County Planning Commission held a public hearing to review the proposed Ordinance amendments, and recommended the Board of Supervisors approve said amendments as detailed below,

Section I: The County hereby amends the following sections of Chapter 17, Section 43.050 of the Trinity County Zoning Code:

TCC (§) Section 17.43.050(A)(8): For specialty cottage, specialty and small licenses, canopy shall not be allowed within three hundred fifty feet of a residential structure on any adjoining parcels. Applications for an Administrative Buffer Reduction – Director’s Use Permit will be considered and may be granted by the Trinity County Community Development Director, allowing for an exception to this code section.

Section II: The County hereby adds the following sections to Chapter 17, Section 43 of the Trinity County Zoning Code to read as follows:

TCC (§) Section 17.43.050(A)(9): For medium licenses, cultivation shall not be allowed within five hundred feet of an adjacent property line. Applications for a variance from this provision will be considered by the Trinity County Planning Commission.

TCC (§) Section 17.43.051 Cannabis Land Use Buffer Reductions

- A. Buffer Reductions. When deliberating a Cannabis License application, a reduction from the required three hundred fifty foot distance from an adjacent legal residential structure on any adjoining parcels may be considered by the Community Development Director, when the following criteria is met:
1. The applicant has submitted an application for and has provided documented justification, along with the applicable attenuation plans included in the Appendix C document, for the requested buffer reduction.
 2. That there are circumstances unique to the properties in question that would reasonably allow a buffer reduction.
 3. The buffer reduction must be for a Legacy site. “Legacy” means sites developed for cannabis cultivation before the adoption of this ordinance. This definition includes sites which are licensed and unlicensed at the time of the adoption of this ordinance. Sites that have an approved Appendix C document with approved site configurations, will be allowed to apply for a Buffer reduction. Sites which are developed after or preexisting sites that have not yet submitted an Appendix C document, which are proposed to be expanded after the adoption of this ordinance, are not considered “legacy,” sites.
 4. That the buffer reduction would not result in harm to the public health, safety, or welfare and nearby land uses.
 5. During the review of the documentation submitted, a Notice of Application and a Consent/ Opposition letter will be sent to affected property owners providing information about the application(s) and identifying the following: 1) the date/time that the Community Development Director will take action on the application; and 2) the date/time when comments must be submitted to the County to be considered by the Community Development Director prior to taking action. If a qualified Opposition letter is received, the Community Development Director will deny the Buffer Reduction Application, unless the Consent/ Opposition letter is received pursuant to the exceptions as defined in paragraph 5 below. County Code Section 17.32.080 (Authority – Planning Director) states that the planning director may, at their direction, schedule for hearing by the commission any application for a planning director’s use permit. If affected property owners disagree with a decision of the director, they may appeal it to the PC per County Code Section 17.34.110(A).
 6. The following situations are considered exceptions from the required three hundred fifty foot distance from an adjacent legal residential structure:
 - a. Canopy that is less than the required three hundred fifty foot distance from an adjacent residential structure that is under identical ownership of that of the licensee.

- b. Canopy that is less than the required three hundred fifty foot distance from an adjacent parcel, with a legal residential structure, that has a cultivation license.
- c. Canopy that is found to be less than the three hundred fifty foot distance from an adjacent legal residential structure due to new construction on an adjacent property, since issuance of the original cannabis license and not under ownership of the licensee.

Section III: The County finds that the amendments to Chapter 17.43.050 of the Trinity County Code is not subject to California Environmental Quality Act (CEQA) under the General Rule exemption 15061(b)(3) which exempts activities where it can be seen with certainty that there is no possibility of causing a significant effect on the environment.

Section IV: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Trinity Journal, a newspaper of general circulation published in the County of Trinity State of California.

Introduced at a regular meeting of the Board of Supervisors held on the 2nd day of April, and passed and enacted this ____ day of April, ____ 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

RIC LEUTWYLER, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM AND LEGAL EFFECT:

Ordinance No. XXXX
DATE
Page 4 of 4

Margaret E. Long, County Counsel

TRINITY COUNTY
Item Report 5.1

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:

Phone:

5.1 Closed Session 54954.5(c): Anticipated Litigation

Requested Action:

Government Code Section 54954.5(c) - Conference with Legal Counsel - Anticipated Litigation;
Significant exposé to litigation;
No. of Cases: 1:Prop 26

TRINITY COUNTY
Item Report 5.2

Meeting Date: 4/16/2024

Department:
Clerk of the Board

Contact:

Phone:

5.2 Closed Session 54954.5(e): Public Employee Appointment

Requested Action:

Government Code Section 54954.5(e) - Public Employee Appointment: County Counsel.