

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

MEETING AGENDA
September 21, 2021

Chairman
Supervisor Jeremy Brown - District 4

Vice-Chairman
Supervisor Dan Frasier - District 5

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

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

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

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

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

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

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

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

ZOOM INFORMATION

Join Zoom Meeting

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

Meeting ID: 595 007 2851

Passcode: 267684

Dial In:

1 (669) 900-6833

Phone Commands: *6 Mute/Unmute; *9 Raise Hand

If you need assistance with Zoom please go to this website:

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

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

9:00 AM

CALL MEETING TO ORDER IN OPEN SESSION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

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.

Clerk of the Board

- 1.1** Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to drought conditions.

No fiscal impact.

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

No fiscal impact.

- 1.3** Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the River Complex Fire.

No fiscal impact.

- 1.4** Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the 2020 wildfires.

No fiscal impact.

- 1.5** Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the 2021 wildfires.

No fiscal impact.

- 1.6** Adopt a resolution which supports Trinity High School's 2021 Homecoming Parade.

No fiscal impact.

Health and Human Services

- 1.7** Approve amendment number four to the agreement with Southern Trinity Health Services, extending the term to June 30, 2022 and increasing the maximum cost by \$10,000 to provide funds for unreimbursed costs for emergency medical transport services in Zone 3 of Trinity County.

No impact to the General Fund; funds provided from Health Realignment.

Planning and Zoning

- 1.8** Approve an agreement with SHN Consulting Engineers, Inc. to provide staff support for processing land use projects and the implementation of the County's Surface Mine and Reclamation Act (SMARA) program.

Up to \$200,000 from Cannabis and Planning funds depending on the project assigned.

Transportation

- 1.9** Approve amendment number one to the agreement with Pace Engineering, Inc., increasing the maximum cost by \$70,000, to provide right of way and delineation services for the identification and removal of hazard trees created by natural disasters, including the 2020 August Complex Fires.

No impact to the General Fund; potentially subject to reimbursement by CalOES and FEMA. Any required match will come from Road Funds.

- 1.10** Approve amendment number one to the agreement with R.S.S.E. Inc. increasing the maximum cost by \$15,000 to provide construction, removal, inspection, testing and repair of underground storage tank systems, above ground storage tank system, piping tank monitoring equipment, fuel dispensers, and other fuel system components.

\$15,000 from Road Funds for FY 21/22.

Reports/Announcements

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

County Matters

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

Human Resources

- 3.1 Adopt a resolution which revises the employer's contribution for each qualifying retired employee's (annuitants) health benefit plan.
Approximately \$28,000 per month depending upon current number of retirees eligible for PERS Platinum.

- 3.2 Take the following actions regarding the Skilled Trades MOU, retroactively effective September 16, 2021:

- 1. Ratify County's Lead Negotiator Sophia Meyer's signature on a side letter agreement with the Skilled Trades Unit modifying spreadsheet A of the MOU;
- 2. Approve the job descriptions and set the salary range and add to the alphabetical listing of classification those positions listed on Attachment A;
- 3. Modify the departmental listing of allocations for the Department of Transportation and Department of Building & Planning – Cannabis Division to reflect the new/revised classifications as listed on Attachment C;
- 4. Pursuant to County Code section 2.60.360, authorize reclassifying the employees noted on Attachment B; and
- 5. Remove from the alphabetical listing of classifications those positions listed in the side letter agreement.

No impact to the General Fund; approximate cost in salary and benefits for FY 21-22 is \$121,325;

- 3.3 Modify the departmental allocation list for the Department of Transportation to read: Two (2) Environmental Compliance Specialist I or II, effective September 21, 2021.

No impact to the General Fund; approximate cost in salary and benefits per month for an Environmental Compliance Specialist I at A step is \$9,308 and for an Environmental Compliance Specialist II at A step is \$10,165.

Closed Session

- 4.1 Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation
No. of Cases: 2

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

In re Bankruptcy of Purdue Pharma LP (Western District of Washington US

Bankruptcy Court Case No. 19-23649)

4.2 Government Code Section 54954.5(d) - Liability Claim
No. of Cases: One

Claimant: Robert Fenenbock (Claim No. TRI20-0013)
Agency Claimed Against: Trinity County

4.3 Government Code Section 54954.5(f) - Conference with Labor Negotiators
County's Designated Representatives: Sophia Meyer and Shelly Nelson
Employee Organizations: Deputy Sheriffs Association, Probation Peace Officers
Unit, Skilled Trades Unit, Management and Confidential Unit and General Unit.

2:00 PM County Matters

Planning and Zoning

5.1 Receive an update, discuss, and provide direction to staff regarding the
Commercial Cannabis Cultivation program.
No fiscal impact.

Adjourn

TRINITY COUNTY

Item Report

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:

Phone:

Zoom Information

Requested Action:

Join Zoom Meeting

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

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TRINITY COUNTY

Item Report 1.1

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:
Ed Prestley

Phone:
530-623-1116

1.1 Resolution: Confirming Local Emergency - Drought Conditions

Requested Action:

Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to drought conditions.

Fiscal Impact:

No fiscal impact.

Alternatives Including Financial Implications:

Deny the resolution and allow the local emergency proclamation to expire.

Departmental Recommendation:

Denial of the resolution would prevent the County from qualifying for possible State and Federal Assistance. It is staff's recommendation that the board adopt the resolution which confirms the continuance of a Local Emergency in the County of Trinity due to drought conditions.

ATTACHMENTS:

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process

Resolution

Exhibit A

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

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

- d. To requisition necessary personnel or material of any department or agency of the county, and
 - e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.
- C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

1.7.1 Trinity County Emergency Declaration Process

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

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

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
CONFIRMING THE CONTINUANCE OF A LOCAL EMERGENCY
DUE TO DROUGHT CONDITIONS**

WHEREAS, on July 27, 2021, the Trinity County Director of Emergency Services declared a local emergency due to wildfires; and

WHEREAS, on August 3rd, 2021, the Board of Supervisors confirmed the existence of the local emergency; and

WHEREAS, Trinity County's Emergency Operations Plan states "the Board will review the need for continuing the local emergency at its regularly scheduled meetings at least every 60 days; and

WHEREAS, the conditions described in the original proclamation, attached as Exhibit A, continue;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of drought conditions in Trinity County.

DULY PASSED AND ADOPTED this 21st day of September, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

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

ATTEST:

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

By: _____
Deputy

Exhibit A

**PROCLAMATION OF A LOCAL DROUGHT EMERGENCY BY
THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Section 8630 of the Government Code of the State of California and Section 2.40.070 of the Trinity County Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when this county is affected or likely to be affected by a public calamity and the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven days and reaffirmed every 60 days until such local emergency is terminated; and

WHEREAS, the drought monitor acknowledged that the State of California is experiencing record dry conditions this year; and

WHEREAS, moisture levels have been recorded in the D2- Severe and D3-Extreme level on the drought monitor; and

WHEREAS, persistent drought conditions have negatively impacted and continue to threaten the County's economy and supply of fresh drinking water; and

WHEREAS, conditions of drought exacerbate already perilous fire conditions threatening the communities in the County of Trinity; and

WHEREAS the conditions are predicted to become more extreme within the coming weeks, and;

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

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout this county; and

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

IT IS FURTHER ORDERED that a copy of this proclamation be forwarded to the Board of Supervisors of the County of Trinity and the Director of the Governor's Office of Emergency Services.



ELIZABETH HAMILTON
Director of Emergency Services
County of Trinity

7-27-2021

Date

August 3, 2021

Page 2 of 2

Ratified this 3rd day of August 2021, by the Board of Supervisors of the County of Trinity by motion, second (Cox/Groves) and the following vote:

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



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

ATTEST:

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

By: 

Deputy

TRINITY COUNTY

Item Report 1.2

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530-623-1382

1.2 Resolution: Confirming Local Emergency - COVID 19 Pandemic (Coronavirus)

Requested Action:

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

Fiscal Impact:

No fiscal impact.

Summary:

On March 13, 2020, the Director of Emergency Services declared a local emergency due to the novel coronavirus known as COVID-19 which began December 2019 and on March 23, 2020 the Board confirmed the existence and declaration of a local emergency.

Trinity County's Emergency Operations Plan adopted on April 20, 2010 and revised on March 19, 2019 requires the Board to review and confirm the need for continuing a local emergency at its regularly scheduled meetings at least every 60 days. Resolution No. 2021-032 was adopted to confirm the continuance of the emergency status.

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

Alternatives Including Financial Implications:

Deny the resolution and allow the local emergency proclamation to expire.

Departmental Recommendation:

Denial of the resolution would prevent the County from qualifying for possible State and Federal Assistance. It is staff's recommendation that the board adopt the resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the novel coronavirus known as COVID-19.

ATTACHMENTS:

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process

Resolution

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

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

- d. To requisition necessary personnel or material of any department or agency of the county, and
 - e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.
- C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

1.7.1 Trinity County Emergency Declaration Process

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

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

RESOLUTION NO. 2021-XXX

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

WHEREAS, on March 19, 2019 the Director of Emergency Services proclaimed a local emergency due to the novel coronavirus known as COVID-19; and

WHEREAS, on March 23, 2019 the Board of Supervisors confirmed the existence of a local emergency due to the novel coronavirus known as COVID-19; and

WHEREAS, Trinity County's Emergency Operations Plan states "the Board will review the need for continuing the local emergency at its regularly scheduled meetings at least every 60 days; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2020-032, 2020-049, 2020-067, 2020-081, 2020-096, 2021-006, 2021-024, 2021-045, 2021-060, and 2021-080 confirming the continuance of the local emergency; and

WHEREAS, the novel coronavirus known as COVID-19 described in the original proclamation, attached as Exhibit A, continues in Trinity County;

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

DULY PASSED AND ADOPTED this 21st day of September, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

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

ATTEST:

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

By: _____
Deputy



Trinity County Office of Emergency Services

Liz Hamilton, Interim Director
 Edward Prestley, Emergency Operations Manager
 61 AIRPORT ROAD, SUITE B
 P.O. BOX 399, WEAVERVILLE, CALIFORNIA 96093
 PHONE (530) 623-1116 FAX (530) 623-5094

PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, County Code, Chapter 2.40 of the County of Trinity empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and cannot immediately be called into session; and

WHEREAS, the Director of Emergency Services of the County of Trinity does hereby find;

The novel coronavirus also known as COVID-19, has been declared a global health pandemic by the World Health Organization; and

The President of the United States declared a national emergency on March 3, 2020; and

The Governor of the State of California declared a state of emergency on March 4, 2020; and

The Health Officer for the County of Trinity declared a local health emergency on March 13, 2020; and

The local health declaration was ratified by the Trinity County Board of Supervisors on March 17, 2020; and

WHEREAS, these conditions are deemed to likely exceed the services, capabilities, personnel, equipment, and facilities of said County; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency exists throughout the County of Trinity and during the existence of said local emergency the powers, functions, and duties of the Director of Emergency Services and the Office of Emergency Services of this County shall be those prescribed by state law, by ordinances, and resolutions of this County in order to mitigate the effects of the local emergency, and;

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist for the next seven (7) days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Trinity; and

IT IS FURTHER PROCLAIMED AND ORDERED that a copy of this proclamation be forwarded to the Governor of California along with the request of a governor's proclamation and any state and federal assistance to include CDAA.

Dated: 3/19/2020

By: 

Interim Director of Emergency Services

Print Name Elizabeth Hamilton

Address 51 Park Way, Weaverville, CA 96093

Ratified this 23rd day of March 2020 by the Board of Supervisors of the County of Trinity by motion, second (Morris/Fenley) and the following vote:

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

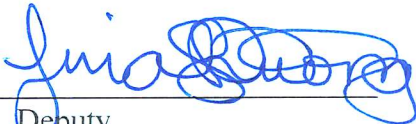


BOBBI CHADWICK, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

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

By:


Deputy

TRINITY COUNTY
Item Report 1.3

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:
Ed Prestley

Phone:
530-623-1116

1.3 Resolution: Confirming Local Emergency - River Complex

Requested Action:

Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the River Complex Fire.

Fiscal Impact:

No fiscal impact.

Alternatives Including Financial Implications:

Deny the resolution and allow the local emergency proclamation to expire.

Departmental Recommendation:

Denial of the resolution would prevent the County from qualifying for possible State and Federal Assistance. It is staff's recommendation that the board adopt the resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the River Complex Fire.

ATTACHMENTS:

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process

Resolution

Exhibit A

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

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

- d. To requisition necessary personnel or material of any department or agency of the county, and
 - e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.
- C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

1.7.1 Trinity County Emergency Declaration Process

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

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

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
CONFIRMING THE CONTINUANCE OF A LOCAL EMERGENCY
DUE TO THE RIVER COMPLEX FIRE**

WHEREAS, on August 17, 2021, the Trinity County Director of Emergency Services declared a local emergency due to the River Complex fire; and

WHEREAS, on August 20, 2021, the Board of Supervisors confirmed the existence of the local emergency; and

WHEREAS, Trinity County's Emergency Operations Plan states "the Board will review the need for continuing the local emergency at its regularly scheduled meetings at least every 60 days; and

WHEREAS, the River Complex continue to burn and the conditions described in the original proclamation, attached as Exhibit A, continue;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local emergency due to the River Complex currently burning.

DULY PASSED AND ADOPTED this 21st day of September, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

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

ATTEST:

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

By: _____
Deputy

**PROCLAMATION OF LOCAL EMERGENCY BY THE TRINITY
COUNTY DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, County Code, Chapter 2.40 of the County of Trinity empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and;

WHEREAS, the Director of Emergency Services of the County of Trinity does hereby find;

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within said county, caused by the July 2021 Lightning Fires, River Complex; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County, and;

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

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County of Trinity, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and;

That this emergency proclamation shall expire in seven (7) days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Trinity.


Elizabeth Hamilton
Director
County of Trinity
Office of Emergency Services

8.17-2021
DATE

Address 51 Industrial Park Way, Weaverville, CA 96093

Ratified this 20th day of August 2021, by the Board of Supervisors of the County of Trinity by motion, second (Groves/Cox) and the following vote:

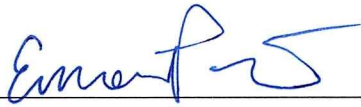
AYES: Supervisors Groves, Cox, Gogan, and Frasier
NOES: None
ABSENT: Supervisor Brown
ABSTAIN: None
RECUSE: None



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

ATTEST:

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

By: 
Deputy

TRINITY COUNTY
Item Report 1.4

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:
Ed Prestley

Phone:
530-623-1116

1.4 Resolution: Confirming Local Emergency - 2020 Wildfires

Requested Action:

Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the 2020 wildfires.

Fiscal Impact:

No fiscal impact.

Alternatives Including Financial Implications:

Deny the resolution and allow the local emergency proclamation to expire.

Departmental Recommendation:

Denial of the resolution would prevent the County from qualifying for possible State and Federal Assistance. It is staff's recommendation that the board adopt the resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the 2020 wildfires.

ATTACHMENTS:

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process

Resolution

Exhibit A

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

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

- d. To requisition necessary personnel or material of any department or agency of the county, and
 - e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.
- C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

1.7.1 Trinity County Emergency Declaration Process

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

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

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
CONFIRMING THE CONTINUANCE OF A LOCAL EMERGENCY
DUE TO WILDFIRES FROM 2020**

WHEREAS, on September 8, 2020, the Trinity County Health Officer declared a local emergency due to wildfires; and

WHEREAS, on September 9, 2020, the Board of Supervisors confirmed the existence of the local emergency; and

WHEREAS, Trinity County's Emergency Operations Plan states "the Board will review the need for continuing the local emergency at its regularly scheduled meetings at least every 60 days; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2020-87, 2020-095, 2021-007, 2021-025, 2021-046, 2021-061, 2021-081 confirming the continuance of the local emergency; and

WHEREAS, the conditions described in the original proclamation, attached as Exhibit A, continue;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local emergency due to wildfires that burnt in 2020.

DULY PASSED AND ADOPTED this 21st day of September, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

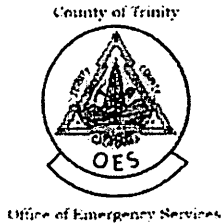
AYES: Supervisors
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

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

ATTEST:

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

By: _____
Deputy



Trinity County Office of Emergency Services

Elizabeth Hamilton, Director

Edward Prestley, Emergency Operations Manager

61 AIRPORT ROAD, SUITE B

P.O. BOX 399, WEAVERVILLE, CALIFORNIA 96093

PHONE (530) 623-1116 FAX (530) 623-5094

PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, County Code, Chapter 2.40 of the County of Trinity empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and;

WHEREAS, the Director of Emergency Services of the County of Trinity does hereby find;

That conditions of extreme peril to the safety of persons and property have arisen within said county, caused by the August Wildfire Complex, specifically the Hopkins Fire, and the Red Salmon Complex; and

That these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County, and;

That there is a need to request Federal or State assistance, to include CDAA, as applicable; and

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

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said County, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and;

That this emergency proclamation shall expire in seven (7) days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Trinity.

Dated: 9-8-2020 By: 
Director of Emergency Services

Print Name Elizabeth Hamilton Address 51 Industrial Park Way, Weaverville, CA 96093

Ratified this 9th day of September 2020 by the Board of Supervisors of the County of Trinity by motion, second (Fenley/Morris) and the following vote:

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



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

ATTEST:

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

By: 
Deputy

TRINITY COUNTY
Item Report 1.5

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:
Ed Prestley

Phone:
530-623-1116

1.5 Resolution: Confirming Local Emergency - July 2021 Wildfires

Requested Action:

Adopt a resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the 2021 wildfires.

Fiscal Impact:

No fiscal impact.

Discussion:

Deny the resolution and allow the local emergency proclamation to expire.

Alternatives Including Financial Implications:

Denial of the resolution would prevent the County from qualifying for possible State and Federal Assistance. It is staff's recommendation that the board adopt the resolution which confirms the continuance of a Local Emergency in the County of Trinity due to the 2021 wildfires.

ATTACHMENTS:

Description

Trinity County Code Section 2.40.070

Emergency Operations Plan: Local Emergency Declaration Process

Resolution

Exhibit A

2.40.070 - Director of emergency services-Powers and duties.

A. The director of emergency services is empowered to:

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

- d. To requisition necessary personnel or material of any department or agency of the county, and
 - e. To execute all of the special powers conferred upon him by this chapter or by resolution or emergency plan pursuant hereto or pursuant to predecessor ordinances theretofore adopted by the board of supervisors, all powers conferred upon him by any statute, by any agreement approved by the board of supervisors, and by any other lawful authority.
- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to perform his duties during an emergency. Such order of succession shall be approved by the board of supervisors.
- C. The assistant director of emergency services shall have such powers and duties consistent with the purpose of this chapter as shall be assigned by the director.

(Ord. 295-1 §7, 1972)

1.7.1 Trinity County Emergency Declaration Process

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

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

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
CONFIRMING THE CONTINUANCE OF A LOCAL EMERGENCY
DUE TO WILDFIRES STARTING IN JULY 2021**

WHEREAS, on July 31, 2021, the Trinity County Health Officer declared a local emergency due to wildfires; and

WHEREAS, on August 3rd, 2021, the Board of Supervisors confirmed the existence of the local emergency; and

WHEREAS, Trinity County's Emergency Operations Plan states "the Board will review the need for continuing the local emergency at its regularly scheduled meetings at least every 60 days; and

WHEREAS, the wildfires continue to burn and the conditions described in the original proclamation, attached as Exhibit A, continue;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity confirms the continuance of a local emergency due to wildfires currently burning.

DULY PASSED AND ADOPTED this 21st day of September, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

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

ATTEST:

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

By: _____
Deputy

**PROCLAMATION OF LOCAL EMERGENCY BY THE TRINITY
COUNTY DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, County Code, Chapter 2.40 of the County of Trinity empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said County is affected or likely to be affected by a public calamity and the County Board of Supervisors is not in session, and;

WHEREAS, the Director of Emergency Services of the County of Trinity does hereby find;

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within said county, caused by the July 2021 Lightning Fires, specifically the Monument (formerly Panther) Fire, and the McFarland Fire; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County, and;

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

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County of Trinity, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and;

That this emergency proclamation shall expire in seven (7) days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Trinity.



Elizabeth Hamilton
Director
County of Trinity
Office of Emergency Services

7-31-2021

DATE

Address 51 Industrial Park Way, Weaverville, CA 96093

Ratified this 3rd day of August 2021, by the Board of Supervisors of the County of Trinity by motion, second (Groves/Frasier) and the following vote:

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



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

ATTEST:

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

By: 

Deputy

TRINITY COUNTY

Item Report 1.6

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530 623 1382

1.6 Resolution: Trinity High School Homecoming Parade

Requested Action:

Adopt a resolution which supports Trinity High School's 2021 Homecoming Parade.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description
Resolution

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
SUPPORTING TRINITY HIGH SCHOOL'S
HOMECOMING PARADE**

WHEREAS, this year's Trinity High School Homecoming is being held in Weaverville, California; and

WHEREAS, at this event a parade is being conducted starting at the C.D. Hall and traveling east down Highway 299, making a left onto Highway 3, making a left onto Center Street, making a left onto Court Street, making a right onto Highway 299, making a right onto Memorial Drive, and making a right onto Victory Lane and continuing to Trinity High School; and

WHEREAS, said parade is scheduled for October 15th, 2021 starting at 11:50 AM.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity hereby supports the Trinity High School Homecoming Parade to be held on October 15, 2021 in Weaverville, California.

DULY PASSED AND ADOPTED this 21st day of September, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

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

ATTEST:

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

By: _____
Deputy

TRINITY COUNTY

Item Report 1.7

Meeting Date: 9/21/2021

Department:
Health and Human Services

Contact:
Elizabeth Hamilton

Phone:
530-623-1265

1.7 Amendment 4: Southern Trinity Health Services (18-006)

Requested Action:

Approve amendment number four to the agreement with Southern Trinity Health Services, extending the term to June 30, 2022 and increasing the maximum cost by \$10,000 to provide funds for unreimbursed costs for emergency medical transport services in Zone 3 of Trinity County.

Fiscal Impact:

No impact to the General Fund; funds provided from Health Realignment.

Summary:

This amendment will provide \$10,000 in FY21/22 to Southern Trinity Health Services for emergency medical transport service costs. These monies help subsidize costs that are not fully reimbursed by the Medi-Cal program for emergency medical transport services provided to Partnership HealthPlan of California members.

Alternatives Including Financial Implications:

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

Departmental Recommendation:

Denial of the amendment with Southern Trinity Health Services will result in not utilizing Health Realignment funds to assist with unreimbursed costs for emergency transport services in Zone 3 of Trinity County. It is the staff's recommendation that the Board approve the item as presented.

ATTACHMENTS:

Description

18-006.4

Agreement and all Previous Amendments

AMENDMENT NO. 4
TO MEMORANDUM OF UNDERSTANDING NO. 18-006 BETWEEN
THE COUNTY OF TRINITY
AND
SOUTHERN TRINITY HEALTH SERVICES

WHEREAS, an MOU was entered into the 3rd day of January, 2018, and amended on the 25th day of June 2018, the 20th day of August 2019 and the 7th day of July, 2020, by and between the COUNTY OF TRINITY, and SOUTHERN TRINITY HEALTH SERVICES to provide ambulance/EMS services in Zone 3 of Trinity County; and

WHEREAS, the MOU provides for a termination date of June 30, 2021; and

WHEREAS, the parties wish to:

1. Extend the contract termination date; and
2. Amend the contract to provide additional costs.

WHEREAS, the MOU provides for amendments;

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

1. The termination date is extended to June 30, 2022.
2. The maximum costs are increased by \$10,000.

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

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 21st day of September, 2021.

COUNTY OF TRINITY:

CONTRACTOR:

By: _____
Jeremy Brown, Chairman
Trinity County Board of Supervisor

By: _____
Name: _____
Title.: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

AMENDMENT NO. 3
TO MEMORANDUM OF UNDERSTANDING NO. 18-006
BETWEEN
THE COUNTY OF TRINITY
AND
SOUTHERN TRINITY HEALTH SERVICES

WHEREAS, an MOU was entered into the 3rd day of January, 2018, and amended on the 25th of June 2018 and the 20th day of August 2019, by and between the COUNTY OF TRINITY, and SOUTHERN TRINITY HEALTH SERVICES to provide ambulance/EMS services in Zone 3 of Trinity County ; and

WHEREAS, the MOU provides for a termination date of June 20, 2020

WHEREAS, the parties wish to:

1. Extend the contract termination date; and
2. Amend contract to provide additional costs;

WHEREAS, the MOU provides for amendments;

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

1. The termination date is extended to June 30, 2021.
2. The maximum costs are increased by \$10,000.

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

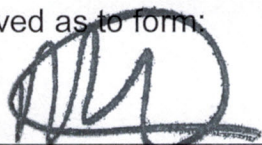
IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this 7th day of July, 2020.

COUNTY OF TRINITY:

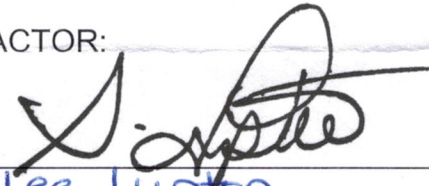
By 
Bobbi Chadwick, Chairman
Trinity County Board of Supervisors

Date: 7/7/2020

Approved as to form:

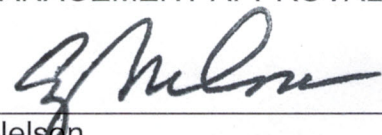

MARGARET E LONG
County Counsel

CONTRACTOR:

By 
Name: Lee Lupton
Title: Chief Executive Officer

Date: 8/17/2020

RISK MANAGEMENT APPROVAL

By: 
Shelly Nelson
Human Resources/Risk Management Director

AMENDMENT NO. 2
TO CONTRACT NO. 18-006 BETWEEN
THE COUNTY OF TRINITY
AND
SOUTHERN TRINITY HEALTH SERVICES

WHEREAS, an agreement was entered into the 3rd day of January 2018, and amended on the 25th day of June 2018 by and between the COUNTY OF TRINITY, and Southern Trinity Health Services, to provide ambulance/EMS services in Zone 3 of Trinity County; and

WHEREAS, the agreement provides for a termination date of June 30, 2019; and

WHEREAS, the parties wish to:

1. Extend the contract termination date; and
2. Amend contra to provide additional costs

WHEREAS, the agreement provides for amendments;

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

1. The termination date is extended to June 30, 2020
2. The maximum costs are increased by \$10,000

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 20th day of August, 2019

COUNTY OF TRINITY:

By [Signature]
Richard Kuhns, Psy.D
County Administrative Officer

Date: 8-20-19

Approved as to form:

[Signature]
MARGARET E LONG
County Counsel

CONTRACTOR:

By [Signature]
Name: Lee Lupton
Title: Chief Executive Officer

Date: 9-10-19

RISK MANAGEMENT APPROVAL

By: [Signature]
Shelly Nelson
Human Resources/Risk Management Director

AMENDMENT NO. 1
TO CONTRACT NO. 18-006 BETWEEN
THE COUNTY OF TRINITY
AND
SOUTHERN TRINITY HEALTH SERVICES

WHEREAS, an agreement was entered into the 3rd day of January, 2018 by and between the COUNTY OF TRINITY, and Southern Trinity Health Services, to provide ambulance/EMS services in Zone 3 of Trinity County; and

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

WHEREAS, the parties wish to:

1. Extend the contract termination date; and
2. Amend contract to provide additional costs

WHEREAS, the agreement provides for amendments;

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

1. The termination date is extended to June 30, 2019.
2. The maximum costs are increased by \$10,000.

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

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 25th day of June, 2018

COUNTY OF TRINITY:

By [Signature]
Richard Kuhns, Psy.D
County Administrative Officer

Date: 6-25-18

CONTRACTOR:

By [Signature]
Name: CE Lupton
Title: CEO

Date: 7-25-18

CONTRACT NUMBER	
18-006	HHS
COUNTY ORIGINAL	

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND SOUTHERN TRINITY HEALTH SERVICES

This Memorandum of Understanding is made and entered into this 3rd day of January 2018, between the County of Trinity, a political subdivision of the State of California (COUNTY), and Southern Trinity Health Services, A California not-for-profit doing business as Southern Trinity Area Rescue.

PREAMBLE

WHEREAS, County wishes to facilitate continuing ambulance/EMS services in Zone 3 of Trinity County. Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF COUNTY:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. County shall provide 911 dispatch services.
- D. In the event of a local, federal, or state declared disaster within the service area, contractor may bill County for un-reimbursed services associated with such disaster, and County will make payment to provider for such services as may be allowable from any funds made available to County by local, federal, or state disaster agencies.
- E. Nothing in this agreement shall require contractor to furnish services during such disaster in excess of these provided neither in this agreement nor for County to reimburse contractor for any such disaster services from County funds.

II. DUTIES AND RESPONSIBILITIES OF SOUTHERN TRINITY HEALTH SERVICES:

- A. Provide Basic Life Support and Limited Advanced Life Support services as regulated by the State of California, Emergency medical Services
- B. Administration and local EMS regulations, in Zone 3 of Trinity County.
- C. Ensure that at least one ambulance be based in the service area. This provision shall not prohibit contractor from moving such ambulance within the service area from time to time as may be necessary in the course of responding to emergencies, positioning for potential emergencies, or as may be required due to the unavailability of qualified persons to staff such

ambulance, or for operational necessities such as required training or public relations activities.

- D. Recruit, hire, and maintain a staff certified and accredited by the local EMS authority for Trinity County. Contractor shall provide continuing education and training of its staff. Quality assurance and performance shall be held in accordance with local EMS authority policy.
- E. Handle all employee scheduling, housing, payroll, and all related functions, including distribution of paychecks to employees. County will not be responsible for any aspect of payroll. Contractor shall assume sole and exclusive responsibility for compliance with all federal and state labor laws relative to the payment of wages, benefits, worker's compensation insurance and payment and/or collection of all taxes or assessments to contractor's agents or employees. Nothing contained in this contract shall constitute or designate contractor or any of its agents or employees as agents and employees of County, and County is not the employer of contractor.
- F. Bill the patient or their respective health coverage provider for any amounts due for services rendered. Contractor shall be solely responsible for collecting payment for services rendered.

III. INDEMNIFICATION AND INSURANCE:

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

COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act. Contractor shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit "A", which is hereby incorporated by reference.

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
P O Box 1613
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).
- C. The Contractor shall be required to carry medical professional coverage in the amount of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- D. **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.

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.

- IV. **PAYMENTS:** The fees for furnishing services under this contract shall be \$10,000 for fiscal year 17/18. Said fees shall remain in effect for the entire term of this contract. Additional payments will be made on or around December for each contract period, contingent on revenues received.
- V. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this MOU shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.
- VI. **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.
- VII. **TERM OF AGREEMENT:** This Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2018
- VIII. **TERMINATION:** Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
- IX. **NOTICES:** All notices, demands, requests or other communication required or permitted to be given hereunder ("Notices") shall be in writing and sent by First Class United States Mail, postage prepaid to the following address:

County's address for notice:

**Director
Trinity County Health and Human Services
P.O. Box 399
Weaverville, CA 96093**

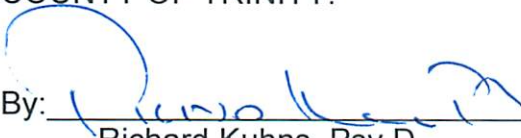
Contractor's address for notice:

**Southern Trinity Health Services
P.O. Box 4
Mad River, CA 95552**

- X. **AMENDMENT:** The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
- XI. This Agreement 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.
- XII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Agreement pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Agreement on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XIII. **JURISDICTION AND VENUE:** This agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.
- XIV. 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.
- XV. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.
- XVI. No provision of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

COUNTY OF TRINITY:

By: 
Richard Kuhns, Psy.D
County Administrative Officer

Date: 1-5-18

CONTRACTOR:

By: 
Name: Lee Lupton
Title: CEO

Date: 1/27/18

EXHIBIT "A"
HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

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

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
- c. Designated Record Set. "Designated Record Set" shall mean:

(1) A group of records maintained by or for a covered entity that is:

- a. The medical records and billing records about individuals maintained by or for a covered health care provider;
- b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or

grouping of information that includes protected health information and is maintained,

collected, used, or disseminated by or for a covered entity.

- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("E PHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information

or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

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

Obligations of Business Associate

Business Associate shall:

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

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

Permitted Uses and Disclosures by Business Associate

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

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

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

Permissible Requests by Covered Entity

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

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Services Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or

returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

**Specific Provisions for Use and Disclosures by Business Associate of PHI
Subject to 42 CFR Part 2.**

- (a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
- (b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
- (c) Business Associate acknowledges that it will have access to records that are

covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

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

Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

TRINITY COUNTY

Item Report 1.8

Meeting Date: 9/21/2021

Department:
Planning and Zoning

Contact:
Kimberly Hunter, Building &
Planning Director

Phone:
(530)623-1351 ext. 2839

1.8 Agreement: SHN Consulting Engineers & Geologists, Inc. (21-137)

Requested Action:

Approve an agreement with SHN Consulting Engineers, Inc. to provide staff support for processing land use projects and the implementation of the County's Surface Mine and Reclamation Act (SMARA) program.

Fiscal Impact:

Up to \$200,000 from Cannabis and Planning funds depending on the project assigned.

Summary:

Approve a new agreement with SHN Consulting Engineers & Geologists, Inc. (SHN), to provide services as described in Exhibit A without further interruption of the processing of Planning and Cannabis projects with the additional task of providing staff support and assist with the implementation of the County's Surface Mine and Reclamation Act (SMARA) program. The prior contract agreement (18-033) expired on April 30, 2021. As a result, the new contract is retroactive to May 1, 2021.

Discussion:

SHN Consulting Engineers, Inc. (SHN) has provided essential land use planning, and environmental review support services to the Planning Department since March of 2018. The assistance provided by SHN during that time has been critical due to the limited staffing of the Planning Department with the high volume of pending and new projects. The approval of the new agreement will ensure that planning and cannabis projects continue move forward in the review process in a timely and efficient manner.

SHN provides essential support services indirectly to the Commercial Cannabis Program by assisting Planning Department staff with cannabis related land use projects. The most common land use development applications associated with commercial cannabis are Conditional Use Permits (CUPs) which are required for nursery, distribution and most manufacturing projects. Several rezone, General Plan land use map amendment and tentative parcel map applications are currently being processed as well. These projects can be complex and require large amounts of staff time and energy. SHN assists with application review, environmental review, staff reports, conducting site visits and in other capacities as needed.

Contract History for Past Agreement 18-033

- March 2018: Initial contract approved for providing support services for commercial cannabis license processing with costs not to exceed \$25,000.
- July 2018: Amendment #1 increased scope of work and maximum cost not to exceed \$100,000.
- March 2019: Amendment #2 increased the maximum cost not to exceed \$250,00 and extended the contract to June 30, 2020.
- December 2019: Amendment #3 increased the maximum cost not to exceed \$350,00 and removed a task deadline.
- July 2020: Amendment #4 extended the contract to September 30, 2020.
- October 2020: Amendment #5 extended the contract to January 31, 2021 and increased the maximum cost not to exceed \$350,000.
- February 2021: Amendment #6 extended contract to April 30, 2021.

The new agreement also includes provisions for support regarding the implementation of the County's SMARA Program which is established by State law and Trinity County Zoning Code section 17.30A.

Alternatives Including Financial Implications:

Deny the contract agreement and direct staff.

Departmental Recommendation:

It is staff's recommendation that the Board approve the contract agreement. Without SHN providing staff support for pending land use project applications there will be a significant delay in processing.

ATTACHMENTS:

Description

TCC Code Section 17.30A SMARA

SHN 2021 Contract

Exhibit A - Services

Exhibit B - Budget

Chapter 17.30A SURFACE MINING AND RECLAMATION

Sections:

17.30A.010 Purpose and intent.

The County of Trinity recognizes that the extraction of minerals is essential to the continued economic well-being of the county and to the needs of society and that the reclamation of mined lands is necessary to prevent or minimize adverse effects on the environment and to protect the public health and safety. The county also recognizes that surface mining takes place in diverse areas where the geologic, topographic, climatic, biological, and social conditions are significantly different and that reclamation operations and the specifications therefore may vary accordingly.

The purpose and intent of this section is to ensure the continued availability of important mineral resources, while regulating surface mining operations as required by California's Surface Mining and Reclamation Act of 1975 (Public Resources Code Sections 2710 et seq.), as amended, hereinafter referred to as "SMARA," Public Resources Code (PRC) Section 2207 (relating to annual reporting requirements), and State Mining and Geology Board regulations (hereinafter referred to as "State regulations") for surface mining and reclamation practice (California Code of Regulations [CCR], Title 14, Division 2, Section 8, Subchapter 1, Sections 3500 et seq.), to ensure that:

- A. Adverse environmental effects are prevented or minimized and that mined lands are reclaimed to a usable condition, which is readily adaptable for alternative land uses.
- B. The production and conservation of minerals are encouraged, while giving consideration to values relating to recreation, watershed, wildlife, range and forage, and aesthetic enjoyment.
- C. Residual hazards to the public health and safety are eliminated.

17.30A.020 Definitions.

"Abandon" or "abandonment" means cessation of surface mining operations prior to completion of required reclamation, or to cease surface mining whether or not actual reclamation has commenced, or both. Unless review of an interim management plan is pending before the planning department, or an appeal is pending, a surface mining operation which remains idle for over one year after becoming idle as defined in PRC Section 2727.1, without obtaining approval of an interim management plan shall be considered abandoned.

"Area of regional significance" means an area designated by the State Mining and Geology Board which is known to contain a deposit of minerals, the extraction of which is judged to be of prime importance in meeting future needs for minerals in a particular region of the state within which the minerals are located and which, if prematurely developed for alternate incompatible land uses, could result in the premature loss of minerals that are of more than local significance.

"Area of statewide significance" means an area designated by the board which is known to contain a deposit of minerals, the extraction of which is judged to be of prime importance in meeting future needs for minerals in the state and which, if prematurely developed for alternate incompatible land uses, could result in the permanent loss of minerals that are of more than local or regional significance.

"Borrow pits" means excavations created by the surface mining of rock, unconsolidated geologic deposits or soil to provide material (borrow) for fill elsewhere.

"Compatible land uses" means land uses inherently compatible with mining and/or that require a minimum public or private investment in structures, land improvements, and which may allow mining because of the relative economic value of the land and its improvements. Examples of such uses may include, but shall not be limited to, very low density residential, geographically extensive but low impact industrial, recreational, agricultural, silvicultural, grazing, and open space.

"Haul road" means a road along which material is transported from the area of excavation to the processing plant or stockpile area of the surface mining operation.

"Idle" means surface mining operations curtailed for a period of one year or more, by more than ninety percent of the operation's previous maximum annual mineral production, with the intent to resume those surface mining operations at a future date.

"Incompatible land uses" means land uses inherently incompatible with mining and/or that require public or private investment in structures, land improvements, and landscaping and that may prevent mining because of the greater economic value of the land and its improvements. Examples of such uses may include, but shall not be limited to, high density residential, low density residential with high unit value, public facilities, geographically limited but impact intensive industrial, and commercial.

"Indigenous plants" means plants occurring naturally in an area, not introduced.

"Mined lands" means the surface, subsurface, and ground water of an area in which surface mining operations will be, are being, or have been conducted, including private ways and roads appurtenant to any such area, land excavations, workings, mining waste, and areas in which structures, facilities, equipment, machines, tools, or other materials or property which result from, or are used in, surface mining operations are located.

"Minerals" means any naturally occurring chemical element or compound, or groups of elements and compounds, formed from inorganic processes and organic substances, including, but not limited to, coal, peat, and bituminous rock, but excluding geothermal resources, natural gas, and petroleum.

"Operator" means any person who is engaged in surface mining operations, or who contracts with others to conduct operations on his/her behalf, except a person who is engaged in surface mining operations as an employee with wages as his/her sole compensation.

"Reclamation" means the combined process of land treatment that minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion, and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines, so that mined lands are reclaimed to a usable condition which is readily adaptable for alternate land uses and create no danger to public health or safety. The process may extend to affected lands surrounding mined lands, and may require backfilling, grading, resoiling, revegetation, soil compaction, stabilization, or other measures.

"Reclamation plan" means the plan of operations for a surface mine that describes the conduct and operating procedures for the mine during all phases of operation until reclamation has been deemed complete by the lead agency.

"Stream bed skimming" means excavation of sand and gravel from streambed deposits above the mean summer water level or stream bottom, whichever is higher.

"Surface mining operations" means all, or any part of, the process involved in the mining of minerals on mined lands by removing overburden and mining directly from the mineral deposits, open-pit mining of minerals naturally exposed, mining by the auger method, dredging and quarrying, or surface work incident to an underground mine. Surface mining operations include, but are not limited to, in-place distillation or retorting or leaching, the production and disposal of mining waste, prospecting and exploratory activities, borrow pitting, streambed skimming, and segregation and stockpiling of mined materials (and recovery of same).

17.30A.030 Incorporation by reference.

The provisions of SMARA (PRC § 2710 et seq.), PRC Section 2207, and state regulations CCR § 3500 et seq., as those provisions and regulations may be amended from time to time, are made a part of this chapter by reference with the same force and effect as if the provisions therein were specifically and fully set out herein, excepting that when the provisions of this chapter are more restrictive than correlative state provisions, this chapter shall prevail.

17.30A.040 Applicable zoning districts.

Surface mines shall be allowed in any zoning district with approval of a use permit and reclamation plan, except for the following zoning districts:

Single-family residential (R-1); duplex residential (R-2); multi-family residential (R-3); highway commercial (HC); retail commercial (C-1); general commercial (C-2); and heavy commercial (C-3).

17.30A.050 Scope.

Except as provided in this chapter, no person shall conduct surface mining operations unless a use permit, reclamation plan, and financial assurances for reclamation have first been approved by the county. Any applicable exemption from this requirement does not automatically exempt a project or activity from the application of other regulations, ordinances or policies of the county, including but not limited to, the application of CEQA, the requirement of other permits, the payment of development impact fees, or the imposition of other dedications and exactions as may be permitted under the law. The provisions of this chapter shall apply to all lands within the county, public and private.

This chapter shall not apply to the following activities, subject to the above-referenced exceptions:

- A. Excavations or grading conducted for farming or on-site construction or for the purpose of restoring land following a flood or natural disaster.
- B. Onsite excavation and onsite earthmoving activities which are an integral and necessary part of a construction project that are undertaken to prepare a site for construction of structures, landscaping, or other land improvements, including the related excavation, grading, compaction, or the creation of fills, road cuts, and embankments, whether or not surplus materials are exported from the site, subject to all of the following conditions:
 - 1. All required permits for the construction, landscaping, or related land improvements have been approved by a public agency in accordance with applicable provisions of state law and locally adopted plans and ordinances, including, but not limited to, the California Environmental Quality Act ("CEQA," Public Resources Code, Division 13, § 21000 et seq.).
 - 2. The county's approval of the construction project included consideration of the onsite excavation and onsite earthmoving activities pursuant to CEQA.
 - 3. The approved construction project is consistent with the general plan or zoning of the site.
 - 4. Surplus materials shall not be exported from the site unless and until actual construction work has commenced and shall cease if it is determined that construction activities have terminated, have been indefinitely suspended, or are no longer being actively pursued.
- C. Operation of a plant site used for mineral processing, including associated onsite structures, equipment, machines, tools, or other materials, including the onsite stockpiling and onsite recovery of mined materials, subject to all of the following conditions:

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1. The plant site is located on lands designated for industrial or commercial uses in the county's general plan.
 2. The plant site is located on lands zoned industrial or commercial, or are contained within a zoning category intended exclusively for industrial activities by the county.
 3. None of the minerals being processed are being extracted onsite.
 4. All reclamation work has been completed pursuant to the approved reclamation plan for any mineral extraction activities that occurred onsite after January 1, 1976.
- D. Prospecting for, or the extraction of, minerals for commercial purposes and the removal of overburden in total amounts of less than one thousand cubic yards in any one location of one acre or less over the life of the mine.
- E. Surface mining operations that are required by federal law in order to protect a mining claim, if those operations are conducted solely for that purpose.
- F. Any other surface mining operations that the State Mining and Geology Board determines to be of an infrequent nature and which involve only minor surface disturbances.
- G. Emergency excavations or grading conducted by the department of water resources or the reclamation board for the purpose of averting, alleviating, repairing, or restoring damage to property due to imminent or recent floods, disasters, or other emergencies.
- H. Road construction and maintenance for timber or forest operations if the land is owned by the same person or entity, and if the excavation is conducted adjacent to timber or forest operation roads. This exemption is only available if slope stability and erosion are controlled in accordance with State Mining and Geology Board regulations and, upon closure of the site, the person closing the site implements, where necessary, revegetation measures and post-closure uses in consultation with the department of forestry and fire protection. This exemption does not apply to onsite excavation or grading that occurs within one hundred feet of a Class One watercourse or seventy-five feet of a Class Two watercourse, or to excavations for materials that are, or have been, sold for commercial purposes.
- I. Excavations, grading, or other earthmoving activities in an oil or gas field that are integral to, and necessary for, ongoing operations for the extraction of oil or gas that comply with all of the following conditions:
- a. The operations are being conducted in accordance with Division 3 (commencing with Section 3000) of the State Mining and Geology Board's regulations;
 - b. The operations are consistent with the county's general plan or zoning applicable to the site;
 - c. The earthmoving activities are within oil or gas field properties under a common owner or operator; and
 - d. No excavated materials are sold for commercial purposes.
- J. An exemption under this title does not automatically exempt a project or activity from the application of other regulations, ordinances or policies of the county, including but not limited to the application of CEQA (Public Resources Code Section 21000 et seq.), the requirement of use permits, grading permits, or other permits or the imposition of monitoring fees or exactions as may be permitted by law.
- K. Any person desiring a determination of exemption from this chapter may request such a written determination by submitting a complete written description of the proposed project or activity and its location together with a filing fee to the planning department.

17.30A.060 Vested rights.

No person who obtained a vested right to conduct surface mining operations prior to January 1, 1976, shall be required to secure a permit to mine, so long as the vested right continues and as long as no substantial changes have been made in the operation except in accordance with SMARA, state regulations, and this section. Where a person with vested rights has continued surface mining in the same area subsequent to January 1, 1976, he shall obtain county approval of a reclamation plan covering the mined lands disturbed by such subsequent surface mining.

In those cases where an overlap exists (in the horizontal and/or vertical sense) between pre- and post-Act mining, the reclamation plan shall call for reclamation proportional to that disturbance caused by the mining after the effective date of the Act (January 1, 1976).

No new vested right operations shall be recognized after January 2001.

All other requirements of state law and this chapter shall apply to vested mining operations.

17.30A.070 Process.

- A. Applications for a use permit and/or reclamation plan for surface mining or land reclamation projects shall be made on forms provided by the planning department. Said application shall be filed in accordance with this chapter and procedures established by the planning director.
- B. The forms for reclamation plan applications shall require, at a minimum, each of the elements required by SMARA (§ 2772-2773) and state regulations, and any other requirements deemed necessary to facilitate an expeditious and fair evaluation of the proposed reclamation plan, to be established at the discretion of the planning director. As many copies of the reclamation plan as may be required by the planning director shall be submitted to the planning department.
- C. As many copies of a reclamation plan application as may be required shall be submitted in conjunction with all applications for use permits for surface mining operations. For surface mining operations that are exempt from a use permit pursuant to this section, the reclamation plan application shall include information concerning the mining operation that is required for processing the reclamation plan. All documentation for the reclamation plan shall be submitted to the county at one time.
- D. Applications shall include all required environmental review forms and information prescribed by the planning director and shall be accompanied by aerial photographs. The information shall include a site plan and benchmark elevations. These benchmarks shall be maintained throughout the life of the project. Applications for operations located in areas that may potentially be unstable due to geology, soils, or slope; and applications for operations located in areas with ultramafic soils or soils that may contain naturally occurring asbestos shall submit a geotechnical report that describes possible geological hazards and recommends mitigation to minimize potential impacts from any hazard identified. The geotechnical report shall meet the standards stated in Recommended Procedures for Implementation of DMG Special Publication 117: Guidelines for Analyzing and Mitigating Landslide Hazards in California, published by the American Society of Civil Engineering and Southern California Earthquake Center for slope stability analysis. Asbestos shall be evaluated as required by the Air Resources Board Guidelines.
- E. Upon completion of the environmental review procedure and filing of all documents required by the planning director, consideration of the use permit or reclamation plan for the proposed or existing surface mine shall be completed pursuant to Chapter 17.32 of the Trinity County Zoning Ordinance at a public hearing before the Planning Commission, and pursuant to Section 2774 of the Public Resources Code.
- F. Within thirty days of acceptance of an application for a use permit for surface mining operations and/or a reclamation plan as complete, the planning department shall notify the State Department of Conservation of

the filing of the application(s). Whenever mining operations are proposed in the one hundred-year flood plain of any stream, as shown in zone A of the flood insurance rate maps issued by the Federal Emergency Management Agency, and within one mile, upstream or downstream, of any state highway bridge, the planning department shall also notify the State Department of Transportation that the application has been received. Whenever mining operations are proposed within one mile, upstream or downstream, of any county bridge, the planning department shall also notify the Trinity County Department of Transportation that the application has been received.

- G. The planning department shall process the application(s) through environmental review pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) and the county's environmental review guidelines.
- H. Subsequent to the appropriate environmental review, the planning department shall prepare a staff report with recommendations for consideration by the planning commission.
- I. The planning commission shall hold at least one noticed public hearing on the use permit and/or reclamation plan.
- J. Prior to final approval of a reclamation plan, financial assurances (as provided in this chapter), or any amendments to the reclamation plan or existing financial assurances, the planning commission shall certify to the State Department of Conservation that the reclamation plan and/or financial assurance complies with the applicable requirements of State law, and submit the plan, assurance, or amendments to the State Department of Conservation for review. The planning commission may conceptually approve the reclamation plan and financial assurance before submittal to the State Department of Conservation. If a use permit is being processed concurrently with the reclamation plan, the planning commission may simultaneously also conceptually approve the use permit. However, the planning commission may defer action on the use permit until taking final action on the reclamation plan and financial assurances. If necessary to comply with permit processing deadlines, the planning commission may conditionally approve the use permit with the condition that the planning department shall not issue the use permit for the mining operations until cost estimates for financial assurances have been reviewed by the State Department of Conservation and final action has been taken on the reclamation plan and financial assurances.
- K. Pursuant to PRC § 2774(d), the State Department of Conservation shall be given thirty days to review and comment on the reclamation plan and forty-five days to review and comment on the financial assurance. The planning commission shall evaluate written comments received, if any, from the State Department of Conservation during the comment periods.

Staff shall prepare a written response describing the disposition of the major issues raised by the State for the Planning Commission's approval. In particular, when the planning commission's position is at variance with the recommendations and objections raised in the state's comments, the written response shall address, in detail, why specific comments and suggestions were not accepted.

- L. Copies of any written comments received and responses prepared by the planning commission shall be promptly forwarded to the operator/applicant.
- M. The planning commission shall then take action to approve, conditionally approve, or deny the use permit and/or reclamation plan, and to approve the financial assurances pursuant to PRC § 2770(d).
- N. The planning department shall forward a copy of each approved use permit for mining operations and/or approved reclamation plan, and a copy of the approved financial assurances to the State Department of Conservation. By July 1 of each year, the planning department shall submit to the State Department of Conservation for each active or idle mining operation a copy of the use permit or reclamation plan amendments, as applicable, or a statement that there have been no changes during the previous year.
- O. Reclamation plan and use permit amendments shall be submitted to the planning department for review and approval prior to implementation. Substantial deviations from the approved reclamation plan or use permit,

as determined by the planning director, shall require planning commission approval. Minor amendments from the approved reclamation plan may be approved by the planning director. All amendments to reclamation plans shall be forwarded to the department of conservation for comment prior to approval. The department of conservation shall have thirty days to comment on the amendment prior to approval by the planning director or the planning commission. If an amendment is approved, the financial assurances shall be amended accordingly prior to implementation of the reclamation plan or use permit amendment.

17.30A.080 Standards for reclamation.

- A. All reclamation plans shall comply with the provisions of SMARA (§ 2772 and § 2773) and state regulations (CCR §§ 3500—3505). Reclamation plans approved after January 15, 1993, reclamation plans for proposed new mining operations, and any substantial amendments to previously approved reclamation plans, shall also comply with the requirements for reclamation performance standards (CCR §§ 3700—3713).
- B. The county may impose additional performance standards as developed either in review of individual projects, as warranted, or through the formulation and adoption of countywide performance standards.
- C. Reclamation activities shall be initiated at the earliest possible time on those portions of the mined lands that will not be subject to further disturbance. Interim reclamation may also be required for mined lands that have been disturbed and that may be disturbed again in future operations. Reclamation may be done on an annual basis, in stages compatible with continuing operations, or on completion of all excavation, removal, or fill, as approved by the county. Each phase of reclamation shall be specifically described in the reclamation plan and shall include:
 - 1. The beginning and expected ending dates for each phase;
 - 2. All reclamation activities required;
 - 3. Criteria for measuring completion of specific reclamation activities;
 - 4. Estimated costs for completion of each phase of reclamation.
- D. Reclamation shall commence within thirty days after operations have ceased in any area which will not be subject to additional mining, or in any section of a mining operation which has become idle, unless an interim reclamation plan has been submitted to the county for review.

17.30A.090 Statement of responsibility.

The person submitting the reclamation plan shall sign a statement accepting responsibility for reclaiming the mined lands in accordance with the reclamation plan. Said statement shall be kept by the planning department in the mining operation's permanent record. Upon sale or transfer of the operation, the new operator shall submit a signed statement of responsibility to the planning department for placement in the permanent record, which is dated to correspond with the change in ownership.

17.30A.100 Hold harmless agreement.

The mine operator and owner of the property to be mined shall sign an agreement which holds the County of Trinity and the State of California harmless from any and all claims, litigation, and damages, including costs of repair, related to and/or arising from environmental contamination from hazardous materials caused by the mining operations. The form of said document shall be approved by county counsel prior to submittal. The hold harmless agreement shall be submitted to the county prior to commencement of mining operations and shall become part of the permanent record for the mine operation.

17.30A.110 Findings for approval.

- A. Use Permits. In addition to any findings required by the Trinity County Zoning Ordinance, use permits for surface mining operations shall include a finding that the project complies with the provisions of SMARA and state regulations.
- B. Reclamation Plans. For reclamation plans, the following findings shall be required:
 - 1. That the reclamation plan complies with SMARA Sections 2772 and 2773, and any other applicable provisions;
 - 2. That the reclamation plan complies with applicable requirements of state regulations (CCR §§ 3500—3505, and §§ 3700—3713).
 - 3. That the reclamation plan and potential use of reclaimed land pursuant to the plan are consistent with this chapter and the county's general plan and any applicable resource plan or element.
 - 4. That the reclamation plan has been reviewed pursuant to CEQA and the county's environmental review guidelines, and all significant adverse impacts from reclamation of the surface mining operations are mitigated to the maximum extent feasible.
 - 5. That the land and/or resources such as water bodies to be reclaimed will be restored to a condition that is compatible with, and blends in with, the surrounding natural environment, topography, and other resources, or that suitable off-site development will compensate for related disturbance to resource values.
 - 6. That the reclamation plan will restore the mined lands to a usable condition which is readily adaptable for alternative land uses consistent with the general plan and applicable resource plan.
 - 7. That a written response to the State Department of Conservation has been prepared, describing the disposition of major issues raised by that department. Where the county's position is at variance with the recommendations and objections raised by the State Department of Conservation, said response shall address, in detail, why specific comments and suggestions were not accepted.
 - 8. That adequate financial assurances exist to implement the reclamation plan and any additional conditions of approval required by the use permit.

17.30A.120 Conditions of approval.

All conditions of approval shall be incorporated into the operating plan and reclamation plan for the mining operation prior to commencement.

The following conditions shall be incorporated as conditions of approval for use permits for every mining operation:

- A. All mining operations and activities; method of mining and equipment used; and area to be mined shall be those described in the approved final reclamation plan.

The limits of the mine area (described in the reclamation plan, and identified on the aerial map included in the plan) shall be flagged and posted on the site and benchmarks shall be established. The mine operation boundaries and benchmarks shall be maintained throughout the life of the mine for easy identification during operations and annual inspections.
- B. The reclamation plan shall be amended if site conditions, mining operations, or other activities necessitate a re-evaluation of mine operations and reclamation in relation to standards contained in

Section 3700 et Seq. (Article 9, Reclamation Standards) of the California Code of Regulations, including any amendments to the standards.

- C. A copy of the approved reclamation plan and all use permit conditions shall be maintained on the mine site during active mining operations.
- D. Operations shall comply with all local, state and federal regulations.
- E. Copies of all required local, state, and federal permits associated with the project, or verification that a permit is not required, shall be submitted to the planning department prior to mining operations. Subsequent updates of permits shall also be supplied to the planning department and shall be maintained as part of the active mine's file.
- F. Materials safety data sheets shall be maintained on site for all hazardous materials. A map showing the location of any hazardous materials storage areas shall also be maintained on site. A copy of this information shall be submitted to the Trinity County Planning Department and the local fire department. Absorbent materials for cleanup of hazardous materials shall be maintained on site at all times. The location of these materials shall be identified on the hazardous materials storage map. Any spillage of hazardous materials including fuels, lubricants, solvents, etc. shall be immediately contained. Cleaning materials and contaminated materials shall be disposed of according to state regulations.
- G. Fuel storage on the project site shall be in approved fuel storage containers. All fuel storage containers shall have a non-permeable, secondary containment system.
- H. Any other conditions deemed necessary by the planning commission.

17.30A.130 Financial assurances.

- A. To ensure that reclamation will proceed in accordance with the approved reclamation plan, the county shall require as a condition of approval security which will be released upon satisfactory performance.

The applicant may pose security in the form of a surety bond, trust fund, irrevocable letter of credit from an accredited financial institution, or other method acceptable to the county and the State Mining and Geology Board as specified in state regulations, and which the county reasonably determines are adequate to perform reclamation in accordance with the surface mining operation's approved reclamation plan. Financial assurances shall be made payable to the County of Trinity and the State Department of Conservation.

- B. Financial assurances will be required to ensure compliance with elements of the reclamation plan, including but not limited to, revegetation and landscaping requirements, restoration of aquatic or wildlife habitat, restoration of water bodies and water quality, slope stability and erosion and drainage control, disposal of hazardous materials, and other measures, if necessary.
- C. Cost estimates for the financial assurance shall be submitted to the planning department for review and approval prior to the operator securing financial assurances. The planning director shall forward a copy of the cost estimates, together with any documentation received supporting the amount of the cost estimates, to the State Department of Conservation for review. If the State Department of Conservation does not comment within forty-five days of receipt of these estimates, it shall be assumed that the cost estimates are adequate, unless the county has reason to determine that additional costs may be incurred. The planning director shall have the discretion to approve the financial assurance if it meets the requirements of this chapter, SMARA, and state regulations.
- D. The amount of the financial assurance shall be based upon the estimated costs of reclamation for the years or phases stipulated in the approved reclamation plan, including any maintenance of reclaimed areas as may be required, subject to adjustment for the actual amount required to reclaim lands disturbed by surface

mining activities, and new lands to be disturbed by surface mining activities in the upcoming year. Cost estimates shall be prepared by a qualified professional, with experience in preparing financial assurance estimates, retained by the operator and approved by the planning director. The estimated amount of the financial assurance shall be based on an analysis of physical activities necessary to implement the approved reclamation plan, the unit costs for each of these activities, the number of units of each of these activities, and the actual administrative costs. Financial assurances to ensure compliance with revegetation, restoration of water bodies, restoration of aquatic or wildlife habitat, and any other applicable element of the approved reclamation plan shall be based upon cost estimates that include but may not be limited to labor, equipment, materials, mobilization of equipment, administration, and reasonable profit by a commercial operator other than the permittee. A contingency factor of ten percent shall be added to the cost of financial assurances.

- E. In projecting the costs of financial assurances, it shall be assumed without prejudice or insinuation that the surface mining operation could be abandoned by the operator and, consequently, the county or State Department of Conservation may need to contract with a third party commercial company for reclamation of the site.
- F. The financial assurances shall remain in effect for the duration of the surface mining operation and any additional period until reclamation is completed (including any maintenance required).
- G. The amount of financial assurances required of a surface mining operation for any one year shall be adjusted annually to account for new lands disturbed by surface mining operations, inflation, and reclamation of lands accomplished in accordance with the approved reclamation plan. The financial assurances shall include estimates to cover reclamation for existing conditions and anticipated activities during the upcoming year, excepting that the permittee may not claim credit for reclamation scheduled for completion during the coming year.
- H. Revisions to financial assurances shall be submitted to the planning director each year prior to the anniversary date for approval of the financial assurances. The financial assurance shall cover the cost of existing disturbance and anticipated activities for the next calendar year, including any required interim reclamation. If revisions to the financial assurances are not required, the operator shall explain, in writing, why revisions are not required.
- I. Financial assurances shall include the cost of removal of all structures and equipment associated with the surface mine operation. Salvage value for equipment and structures shall not be used in calculations for financial assurances.

17.30A.140 Interim management plans.

- A. Within ninety days of a surface mining operation becoming idle, the operator shall submit to the planning department a proposed interim management plan (IMP). The proposed IMP shall fully comply with the requirements of SMARA, including but not limited to all use permit conditions, and shall provide measures the operator will implement to maintain the site in a stable condition, taking into consideration public health and safety. The proposed IMP shall be submitted on forms provided by the planning department, and shall be processed as an amendment to the reclamation plan. IMPs shall not be considered a project for the purposes of environmental review, unless the IMP substantially deviates from the approved reclamation plan.
- B. Financial assurances for idle operations shall be maintained as though the operation were active.
- C. Upon receipt of a complete proposed IMP, the planning department shall forward the IMP to the State Department of Conservation for review. The IMP shall be submitted to the State Department of Conservation at least thirty days prior to approval by the planning commission.

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- D. Within sixty days of receipt of the proposed IMP, or a longer period mutually agreed upon by the planning director and the operator, the planning director shall review and approve or deny the IMP in accordance with this chapter. The operator shall have thirty days, or a longer period mutually agreed upon by the operator and the planning director, to submit a revised IMP. The planning director shall approve or deny the revised IMP within sixty days of receipt. If the planning director denies the revised IMP, the operator may appeal that action to the planning commission.
 - E. The IMP may remain in effect for a period not to exceed five years, at which time the planning commission may renew the IMP for another period not to exceed five years, or require the surface mining operator to commence reclamation in accordance with its approved reclamation plan.

17.30A.150 Annual report requirements.

Surface mining operators shall forward an annual surface mining report to the State Department of Conservation and to the county planning department on a date established by the State Department of Conservation, upon forms furnished by the State Mining and Geology Board. New mining operations shall file an initial surface mining report and any applicable filing fees with the State Department of Conservation within thirty days of permit approval, or before commencement of operations, whichever is sooner. Any applicable fees, together with a copy of the annual inspection report, shall be forwarded to the State Department of Conservation at the time of filing the annual surface mining report.

17.30A.160 Inspections.

The planning department shall arrange for inspection of a surface mining operation within six months of receipt of the annual report required in Section 12.14, to determine whether the surface mining operation is in compliance with the approved use permit and/or reclamation plan, approved financial assurances, and state regulations. In no event shall less than one inspection be conducted in any calendar year. Said inspections may be made by a state-registered geologist, state-registered civil engineer, state-licensed landscape architect, or state-registered forester, who is experienced in land reclamation and who has not been employed by the mining operation in any capacity during the previous twelve months, or other qualified specialists, as selected by the planning director. All inspections shall be conducted using a form approved and provided by the State Mining and Geology Board.

The planning department shall notify the State Department of Conservation within thirty days of completion of the inspection that said inspection has been conducted, and shall forward a copy of said inspection notice and any supporting documentation to the mining operator. The operator shall be solely responsible for the reasonable cost of such inspection.

Additional inspections may be performed by the planning department throughout the year. These inspections may be performed at the request of the operator, the planning department, or in response to a written complaint.

17.30A.170 Violations and penalties.

If the planning director, based upon an annual inspection or otherwise confirmed by an inspection of the mining operation, determines that a surface mining operation is not in compliance with this chapter, the applicable use permit, any required permit and/or the reclamation plan, the county shall follow the procedures set forth in Public Resources Code, Sections 2774.1 and 2774.2 concerning violations and penalties, as well as those provisions of the Trinity County Zoning Ordinance for revocation and/or abandonment of a use permit which are not preempted by SMARA.

17.30A.180 Fees.

The county shall establish such fees as it deems necessary to cover the reasonable costs incurred in implementing this chapter and the state regulations, including but not limited to, processing of applications, annual reports, inspections, monitoring, enforcement and compliance. Such fees shall be paid by the operator, as required by the county, at the time of filing of the use permit application, reclamation plan application, and at such other times as are determined by the county to be appropriate in order to ensure that all reasonable costs of implementing this chapter are borne by the mining operator.

Inspection fees shall be due and payable within ninety days of the inspection date. Failure to pay inspection fees shall be grounds for revocation of the use permit, in addition to any other remedies available to the county.

17.30A.190 Mineral resource protection.

Mine development is encouraged in compatible areas before encroachment of conflicting uses. Mineral resource areas that have been classified by the State Department of Conservation's Division of Mines and Geology or designated by the State Mining and Geology Board, as well as existing surface mining operations that remain in compliance with the provisions of this chapter, shall be protected from intrusion by incompatible land uses that may impede or preclude mineral extraction or processing, to the extent possible for consistency with the county's general plan.

In accordance with PRC § 2762, the county's general plan and resource maps will be updated to reflect mineral information (classification and/or designation reports) within twelve months of receipt from the State Mining and Geology Board of such information.

Land use decisions within the county will be guided by information provided on the location of identified mineral resources of regional significance. Conservation and potential development of identified mineral resource areas will be considered and encouraged. Recordation on property titles of the presence of important mineral resources within the identified mineral resource areas may be encouraged as a condition of approval of any development project in the impacted area. Prior to approving a use that would otherwise be incompatible with mineral resource protection, conditions of approval may be applied to encroaching development projects to minimize potential conflicts.

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.

THIS AGREEMENT is made and entered into this 21st day of September, 2021, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and SHN Consulting Engineers & Geologists, Inc. hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to assist the Planning Department on an as needed bases to provide staff support for processing land use projects and the implementation of the County's Surface Mine and Reclamation Act (SMARA) program;

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

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

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.
- II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. COUNTY FURNISHED SERVICES: The County agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".
 - C. Make available all pertinent data and records for review.

- IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$200,000, including direct non-salary expenses.
- VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

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

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

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

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

- VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than Friday, September 30, 2022.
- VIII. INSURANCE: Contractor shall maintain a commercial general liability (CGL) insurance policy [for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

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

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

Trinity County
PO Box 2819
Weaverville, CA 96093

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

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

Trinity County
PO Box 2819
Weaverville, CA 96093

- C. The Contractor shall be required to carry professional coverage in the amount of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

not be canceled, except with notice to the Entity. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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

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

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

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.
- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

- XIII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XIV. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.
- XV. TERM OF AGREEMENT: This Agreement shall commence on May 1, 2021, and shall terminate on September 30, 2022.
- XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XVIII. TERMINATION:
- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies

to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

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

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

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

XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIII. INDEMNIFICATION: Contractor agrees to indemnify and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from negligent acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act.

XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or

rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

**Trinity County Planning Department
PO Box 2819
Weaverville, CA. 96093**

Notices shall be given to Contractor at the following address:

**SHN Consulting Engineers & Geologists, Inc.
350 Hartnell Avenue, Suite B
Redding, CA. 96002**

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

COUNTY OF TRINITY:

CONTRACTOR:

By _____
Jeremy Brown, Chairman
Trinity County Board of Supervisors

By _____
Name: _____
Title.: _____

Date: _____

Date: _____

Approved as to form:

RISK MANAGEMENT APPROVAL

Margaret Long
County Counsel

By: _____
Shelly Nelson
Human Resources/Risk Management Director

AMENDED EXHIBIT ‘A’

SCOPE OF SERVICES

Planning Department General Support Services - 2021

SHN will provide the County with general staff support services related to project application review and processing, review of applicant prepared Initial Study / Mitigated Negative Declarations (MNDs), and staff report assistance. Projects will include, but not be limited to, SMARA site inspections and reviews, subdivision application reviews and processing, rezone applications, and Conditional Use Permit (CUP) processing. SHN assumes that County staff will maintain direct line of communication with individual project applicants and represent the projects at Planning Commission and/or Board of Supervisors meetings.

General Scope of Services

SHN’s general staff support services will be completed on an as-needed time and materials basis based on the following general tasks. Working under direction of County staff SHN will:

- Coordinate and manage tasks necessary to process active development applications.
- Review and apply applicable sections of the County’s General Plan, County policies, and development laws.
- Coordinate review of applicant prepared CEQA documents with County staff and applicant consultants as necessary.
- Provide CUP completeness reviews and preliminary environmental determinations for cannabis applications as directed by the County’s Planning Director.
- Work with staff to resolve project issues and coordinate comments among County and applicants.
- Maintain on-going and open communication with the County’s Planning Director.
- Prepare staff reports, resolutions, and public notices for Planning Commission and Board of Supervisors hearings, as required.

Staff Report Preparation

If requested, SHN will prepare written staff reports related to each development application. Each staff report will serve as the basis for a proper and appropriate land use decision and provide the County decision-making body and applicants with concise and easy-to-understand information related to the project, impacts, conditions, and mitigation measures (if necessary).

SMARA Assistance

Prior to inspection, the SHN inspector will review available Surface Mining Operations (SMO) documentation for each mine. This review will include the following information sources:

1. Prior year’s mining operations annual report submitted to Trinity County and the DMR,
2. Approved reclamation plan, and
3. Prior year’s financial assurances cost estimate.

During the inspection process, the SHN inspector will consider the following:

1. Compliance with the approved reclamation plan, including incorporated conditions of approval and mitigation measures that relate to reclamation.
2. Compliance with minimum acceptable surface mining practices for soil erosion control, water quality and watershed control, protection of fish and wildlife habitat, disposal of mine waste rock and overburden, erosion, and drainage, and re-soiling and revegetation, as applicable.
3. Compliance with an order to comply, if any.
4. Reported status of the operation and reclamation.
5. Status of FACEs and/or financial capability of operator.
6. Other conditions, if any, that may preclude reclamation of mined lands in accordance with the approved reclamation plan.

Following the mine inspection, the SHN inspector will prepare the Inspection Report and the Notice of Completion of Inspection. These forms will be submitted to DMR and to the mine operator within 90 days of conducting the inspection.

The Notice of Completion of Inspection shall be completed and shall contain a statement regarding the SMO's compliance with SMARA and shall specify all of the following:

1. Aspects of the SMO, if any, that were found to be inconsistent with SMARA but were corrected before the submission of the inspection form to DMR.
2. Aspects of the SMO, if any, that were found to be inconsistent with SMARA but were not corrected before the submission of the inspection form to DMR.
3. A statement describing the Lead Agency's intended response to any aspects of the SMO found inconsistent with SMARA, if any, but were not corrected before the submission of the inspection form to DMR.

The statutory scheme described in PRC sections 2773.4 and 2774 also requires the operator to provide a FACE to the Lead Agency within 30 days of the inspection. SHN will review the submitted FACE to determine if it is consistent with current mine conditions found during the inspection and adequate to cover the expenses of reclamation.

Program Management and Coordination

The SHN project manager will be responsible for the facilitation and management of staff planning support services. Responsibilities will include, but are not limited to: preparing all correspondence, letters, notices, and other documents as necessary; coordinating with applicants (with County involvement); and other duties associated with representing the County as a planner.

The County will have ongoing access to our project manager through regular face-to-face meetings (as described below), as well as through telephone and email contacts that are monitored constantly to provide quick response.

SHN will attend and participate in regularly scheduled weekly staff meetings with the County via conference calls. These meetings will discuss individual project applications, review schedule and work progress to date, resolve critical issues promptly, and discuss any other related items.

SHN's project management and coordination estimate assumes an average of six (6) hours per week. On an as-needed basis, weekly project management and coordination allocations can be adjusted to meet work flow or other specific demands of the County.

AMENDED EXHIBIT 'B'
TIME AND MATERIALS BUDGET
Planning Department General Support Services - 2021

SHN will perform services described under Exhibit 'A' based on a total not-to-exceed time and materials budget of \$200,000 for services anticipated through September 30, 2022.

To accurately document project review and processing efforts, SHN will assign each individual project a reference code to track actual staff expenditures. Effort reports will be generated on a monthly basis as a means to monitor and control costs and, if necessary, identify potential additional budget adjustments early on in an effort to avoid delays.

Monthly expenditures can and will fluctuate on a month-to-month basis depending on level of effort required; however, as noted above, overall labor costs will be closely monitored to ensure actual effort is commensurate with direction and assumptions established between SHN and the County. To that end, SHN will provide the County with individual monthly budget updates on a project-by-project basis. At such time 75% of the overall time and materials budget has been expended SHN will work directly with County staff to assess the need of augmenting the budget.

Monthly time and materials billings will be linked to each project reference code.

TRINITY COUNTY

Item Report 1.9

Meeting Date: 9/21/2021

Department:
Transportation

Contact:
Rick Tippet

Phone:
623-1365

1.9 Amendment 1: Pace Engineering (21-085)

Requested Action:

Approve amendment number one to the agreement with Pace Engineering, Inc., increasing the maximum cost by \$70,000, to provide right of way and delineation services for the identification and removal of hazard trees created by natural disasters, including the 2020 August Complex Fires.

Fiscal Impact:

No impact to the General Fund; potentially subject to reimbursement by CalOES and FEMA. Any required match will come from Road Funds.

Summary:

Time is of the essence to have delineation and surveying of Hazard Trees burnt during the August Fire. Surveyors were put under contract to assist identifying Right of Way in order to utilize the assistance from the State OES for tree removal.

Discussion:

The Trinity County Department of Transportation has lined up contractors with surveying and delineation services immediately available in order to make haste in the compilation of information required for OES assistance in the removal of Hazard trees.

Pace Engineering Inc., is one of the qualified contractors that has been contracted to perform hazard tree assessment which does not have a pre-determined cost due to the fact that the work derives from a natural disaster and was unplanned. This meant that the original agreement was a rough estimate at best, and the total end value of the contract would have to be adjusted later. This Change Order is to increase the not to exceed value by \$70,000 to a total amended contract of \$320k to locate existing monument, and to do all work to reestablishing right of way boundaries and to mark all trees within our rights of way. This work can also require miscellaneous work such as filing a Record of Survey or Corner Record that are done as part of this work. The end result will be approximately 90 miles of county road where our boundaries are reestablished.

Staff will continue to work with CalOES on reimbursement, but at this time it is not a certainty as to this reimbursement. However, even if the funds were not reimbursed, we would still come out ahead as CalRecycle's work is funded 100% vs 93.75% if we did the work, which could be up to \$6M in match.

Alternatives Including Financial Implications:

Work has been completed. There are no alternatives.

Departmental Recommendation:

Approve the amendment for additional costs to hazard tree delineation involved with natural disasters in Trinity County.

ATTACHMENTS:

Description

21-085 PACE ENGINEERING INC Amendment No. 1

PACE ENGINEERING INC. Agreement 21-085

**AMENDMENT NO. 1
TO
SERVICES CONTRACT
(NO. 21-085)
BETWEEN
THE COUNTY OF TRINITY
AND
PACE ENGINEERING, INC.**

WHEREAS, a Contract was entered into the 28th day of May, 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **PACE ENGINEERING, INC.** ("Contractor"), to perform Right of Way delineation and survey services for the identification and removal of hazard trees created by natural disasters, including the 2020 August Fire Complex; and

WHEREAS, the Contract provides for a termination date of May 27, 2023; and

WHEREAS, the parties wish to:

1. Increase the maximum cost to the County by an additional \$70,000; and

WHEREAS, the Contract provides for amendments;

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

1. Section VII. Of the contract is amended to read
MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to the County for the services to be provided herein exceed the maximum sum of \$320,000, 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 21st day of September, 2021.

COUNTY OF TRINITY:

CONTRACTOR:

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

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

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

**SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
PACE ENGINEERING, INC.**

THIS SERVICES CONTRACT ("Contract") is made and entered into this 28th day of May 2021, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **PACE ENGINEERING, INC.** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Perform Right of Way delineation and survey services for the identification and removal of hazard trees created by natural disasters, including the 2020 August Fire Complex; 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 May 28, 2021 and shall terminate on May 27, 2023, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than May 27, 2023. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$250,000, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

[For any services involving a public works or construction project, the County shall retain 5 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the task order work or termination of this Contract.]

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

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

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

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

Minimum Scope and Limit of Insurance

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

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

Trinity County
PO Box **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

- C. The Contractor shall be required to carry: professional coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

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

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

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

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

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

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

certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

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

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

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

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

XIX. TERMINATION:

A. Termination for Convenience. County may terminate this Contract for any reason by giving thirty (30) calendar days written notice to Contractor. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail. In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those costs reasonably necessary to effectuate demobilization from the work.

B. Termination for Cause. 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 (5) calendar days written notice to Contractor. In addition to terminating this Contract, County shall have the right to exercise all legal and equitable remedies available to it, individually and collectively, including, but not limited to, seeking foreseeable damages as a result of Contractor's violation or breach of the terms of this Contract and specific performance of all or any part of this contract. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

In addition, County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any material breach of this Contract. Contractor shall pay to County on demand all costs and expenses incurred by County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. County shall have the right to offset from any amounts due to Contractor under this contract or any other contract between County and Contractor all damages, losses, costs or expenses incurred by County as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

- 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.
- E. Termination of this Agreement is without prejudice to any other remedy to which County may be entitled, either at law, in equity, or under this Agreement. Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

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, modified, or changed only by a written instrument signed by both parties.

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

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

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

- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
EXHIBIT A	Services to be provided by Contractor
EXHIBIT B	Compensation or Fees to be Paid to Contractor
EXHIBIT C	FEMA 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.
- 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
tcdot@trinitycounty.org

If to Contractor:

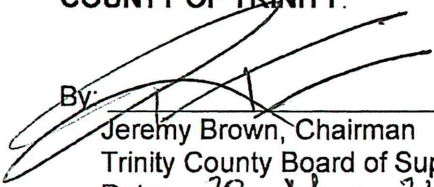
Jesse J. Lenaker, PLS
PACE Engineering, Inc.
1730 South Street
Redding, CA 96001
(530) 244-0202
jlenaker@paceengineering.us

- XXXII. COST DISCLOSURE: If the services provided by Contractor hereunder include a document or written report subject to Government Code Section 7550, Contractor agrees to state in a separate section of any filed report the dollar amount of this Contract and any related contracts and subcontracts relating to the preparation of such report resulting from this Contract.
- XXXIII. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (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 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

COUNTY OF TRINITY:

CONTRACTOR:

By: 

Jeremy Brown, Chairman
Trinity County Board of Supervisors
Date: 28 May 21

FOR By: Jesse Lenaker

Name: JESSE LENAKER, L.S. 8515
Title: SURVEY SUPERVISOR
Date: 05-28-2021

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

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Contractor shall perform the below items of work, at a minimum. This scope of work is considered a general baseline of services and tasks that may be part of this contract.

Development of Task Orders

Upon request by County for services, Contractor will submit an estimated cost and schedule to the County for approval prior to commencing work on specific tasks. A written "Task Order" shall be issued by the County to the Contractor authorizing the work required by the County. These task Orders shall contain both a scope of work and budget that adequately describe the intended project. The Task Order must be approved by both parties before work begins.

Work associated with this agreement will be issued on an as-needed basis or on a task order basis paid for on a time and materials basis. These Task Orders shall contain the following types of information:

- Scope of work, including
 - Timelines,
 - Deliverables, and
 - Communication expectations;
- Who will be performing the work,
- Where the work will be located or performed,
- Target budget that adequately describes the intended project

Deliverables may range widely depending on the nature of the task. Deliverable may include, but not limited to field work, legal documents, reports, exhibits, maps, notes, or other correspondence. Deliverable will be detailed on each Task Order.

If in the event and emergency condition arises and immediate action is needed to reduce risks to human health and/or property, Contractor can call the County Project Manager for direction and approval prior to starting work. For these emergency situations, a Task Order shall be implemented within 5 business days from starting work. If a Task Order has not been completed within this timeline, Contractor must stop work until Task Order is complete.

Work that may be included in the task order generally include the following tasks and work items. The below items are not intended to be exhaustive, or exclusive, but rather present a general scope of work surrounding all aspect of surveying and support for the various types of projects.

Services shall be at the request of the Trinity County Department of Transportation. The County will submit a task order in writing to the consultant. The consultant shall submit a written scope of work, time and materials estimate, and schedule for each requested task order. Work on the task order shall not commence until a written and signed Notice to Proceed is received from the County.

Project Management

Progress Meetings, Schedules, Coordination, development of invoices, and administrative activities required to manage the work requested.

Surveying Related Work

RESEARCH AND COMPILATION

The County will provide direction as to where the following information can be located and obtained to assist the Contractor in their research and compilation of the record data:

- Applicable County right-of-way maps and electronic files
- Record maps
- Deeds for right-of-way and/or adjoining properties

COMPILATION OF RECORD DATA

Compilation of record data is needed for all applicable public roadway segments. Provide confirmation of segments that are prescriptive, or others that may require significant boundary surveying.

DRAFTING/FIELD SURVEY

Utilizing AutoCAD software and other applicable survey software and equipment to assist in field reconnaissance and boundary resolution. Perform field surveying following land surveying best practices and methodology.

PROJECT CONTROL

Develop project control based on CCS83 for primary control of surveys. Multiple adjusted and post processed networks, will be required for each roadway corridor or area. Coordination with other survey/engineering companies will be necessary to create a common control network for the assigned road portions to be surveyed.

EXISTING MONUMENTS/IMPROVEMENTS

Perform a thorough search for all survey monuments, record and unrecorded, and identify any improvements that will assist in a thorough and complete boundary resolution. All existing monuments found will be identified in the field by lathe and flagging.

DEEDED/DEDICATED RIGHT-OF-WAYS

Set monuments to identify the extents of right-of-way boundaries that have been dedicated/granted to the public from those portions that are prescriptive in nature. It is not the intent of this contract to set monuments unless specifically required by law.

PRESCRIPTIVE RIGHT OF WAYS

Identify right-of-way extents for the portions of the roads where the County rights are prescriptive and provide direction to OES/Cal Recycle operations on how to identify those widths/areas.

CORNER RECORDS

Create and file corner records and reset monuments as needed to delineate the right-of-way for those areas where a corner record is applicable and identify by lathe and flagging in the field.

RECORD OF SURVEYS

Create and file record of surveys with the County Surveyor. Reestablish boundaries and set monuments as needed to delineate the right-of-way for areas where a record of survey is required. Identify right-of-way boundary lines and monuments by lathe and flagging in the field where needed.

Prevailing Wage

The scope of work associated with this contract involves work that is covered by the Labor Code and is considered covered work.

Contractor shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which is available through County Project Manager in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at <http://www.dir.ca.gov/Public-Works/Public-Works.html>, and is hereby made a part of this contract by reference as though fully set forth herein. If the project requires the employment of work in any apprentice able craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.54).

Contractor Compensation:

Contractor shall be compensated on a time and materials basis pursuant to Exhibit B – Hourly Rate Sheet, incorporated herein.

****Note:** Contractor and County agree that Contractor will submit an updated Schedule of Charges annually that accounts for updates due to normal and routine inflationary costs. The rate increase shall not exceed 3% per year.



Exhibit A
STANDARD CHARGES FOR PROFESSIONAL SERVICES
 Effective through December 31, 2021

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Senior Engineering Consultant	E8	\$225
Managing Engineer	E7	\$225
Principal Engineer	E6	\$212
Senior Engineer	E5	\$195
Associate Engineer	E4	\$175
Staff Engineer/Grade 3	E3	\$157
Staff Engineer/Grade 2	E2	\$147
Staff Engineer/Grade 1	E1	\$134
Engineering Technician 4	T4	\$147
Engineering Technician 3	T3	\$133
Engineering Technician 2	T2	\$120
Engineering Technician 1	T1	\$104
One-Man Survey Crew	SC1	\$247
Two-Man Survey Crew	SC2	\$315
Two-Man Survey Crew (O/T)	SC2x	\$372
Three-Man Survey Crew	SC3	\$388
Survey Supervisor	SS1	\$182
Licensed Land Surveyor	LS1	\$164
Admin. Clerk 3	AD3	\$82
Admin. Clerk 2	AD2	\$73
Admin. Clerk 1	AD1	\$66

EXPENSES

Meals and Lodging: Per diem reimbursement pursuant to the U.S. General Services Administration FY 2021 Per Diem Rates for California.

Vehicle Transportation: Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.

Express Mail/Federal Express: At cost.

Outside Services and Fees: At cost plus 10% administrative fee.

Computers, Plotters, and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

1730 SOUTH STREET • REDDING, CA 96001 • (530) 244-0202 • (530) 244-1978 • WWW.PACEENGINEERING.US



Exhibit A-1

STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES

Effective through December 31, 2021

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$190
Prevailing Wage Group 2 - Construction Observer (O/T)	\$224
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$258
Prevailing Wage One-Man Survey Crew	\$292
Prevailing Wage Two-Man Survey Crew	\$402
Prevailing Wage Two-Man Survey Crew (O/T)	\$476
Prevailing Wage Two-Man Survey Crew (2x O/T)	\$548
Prevailing Wage Three-Man Survey Crew	\$532
Prevailing Wage Three-Man Survey Crew (O/T)	\$626

EXPENSES

Meals and Lodging: Per diem reimbursement pursuant to the U.S. General Services Administration FY 2021 Per Diem Rates for California.

Vehicle Transportation: Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.

Express Mail/Federal Express: At cost.

Outside Services and Fees: At cost plus 10% administrative fee.

Computers, Plotters, and Electronic Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

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U.S. General Services Administration

FY 2021 Per Diem Rates for California

Max lodging by month (excluding taxes.)

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Antioch / Brentwood / Concord	Contra Costa	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165	\$165
Bakersfield / Ridgecrest	Kern	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116
Barstow / Ontario / Victorville	San Bernardino	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111
Death Valley	Inyo	\$130	\$109	\$109	\$109	\$130	\$130	\$130	\$130	\$130	\$130	\$130	\$130
Eureka / Arcata / McKinleyville	Humboldt	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$101	\$129	\$129	\$129	\$101
Fresno	Fresno	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$182	\$168	\$168	\$182	\$182	\$182	\$182	\$182	\$182	\$182	\$182	\$182
Mammoth Lakes	Mono	\$126	\$126	\$148	\$148	\$148	\$148	\$148	\$126	\$126	\$126	\$126	\$126
Mill Valley / San Rafael / Novato	Marin	\$189	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$189	\$189	\$189	\$189
Monterey	Monterey	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$166	\$240	\$240	\$240	\$166
Napa	Napa	\$213	\$213	\$160	\$160	\$160	\$160	\$213	\$213	\$213	\$213	\$213	\$213
Oakhurst	Madera	\$104	\$104	\$104	\$104	\$104	\$104	\$104	\$137	\$137	\$137	\$137	\$137
Oakland	Alameda	\$189	\$189	\$189	\$189	\$189	\$189	\$189	\$189	\$189	\$189	\$189	\$189
Palm Springs	Riverside	\$114	\$144	\$144	\$144	\$144	\$144	\$144	\$114	\$114	\$114	\$114	\$114
Point Arena / Gualala	Mendocino	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129
Sacramento	Sacramento	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145

FY 2021 Per Diem Rates for California

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Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
San Diego	San Diego	\$161	\$161	\$161	\$161	\$181	\$181	\$181	\$181	\$181	\$181	\$161	\$161
San Francisco	San Francisco	\$288	\$288	\$288	\$333	\$333	\$333	\$270	\$270	\$270	\$270	\$270	\$288
San Luis Obispo	San Luis Obispo	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124
San Mateo / Foster City / Belmont	San Mateo	\$222	\$222	\$222	\$222	\$222	\$222	\$222	\$222	\$222	\$222	\$222	\$222
Santa Barbara	Santa Barbara	\$177	\$177	\$177	\$177	\$177	\$177	\$177	\$177	\$177	\$228	\$228	\$177
Santa Cruz	Santa Cruz	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$128	\$172	\$172	\$172	\$128
Santa Monica	City limits of Santa Monica	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$239	\$284	\$284	\$284	\$239
Santa Rosa	Sonoma	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157
South Lake Tahoe	El Dorado	\$135	\$135	\$135	\$120	\$120	\$120	\$120	\$120	\$120	\$135	\$135	\$135
	Applies for all locations												
Standard Rate	without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96
Stockton	San Joaquin	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140	\$140
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$245	\$245	\$245	\$245	\$245	\$245	\$245	\$245	\$245	\$245	\$245	\$245
Tahoe City	Placer	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124
Truckee	Nevada	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126
Visalia	Tulare	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113	\$113
West Sacramento / Davis	Yolo	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133	\$133
Yosemite National Park	Mariposa	\$120	\$120	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$136	\$120



U.S. General Services Administration

FY 2021 Per Diem Rates for California

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Antioch / Brentwood / Concord	Contra Costa	\$66	\$16	\$17	\$28	\$5	\$49.50
Bakersfield / Ridgecrest	Kern	\$61	\$14	\$16	\$26	\$5	\$45.75
Barstow / Ontario / Victorville	San Bernardino	\$61	\$14	\$16	\$26	\$5	\$45.75
Death Valley	Inyo	\$66	\$16	\$17	\$28	\$5	\$49.50
Eureka / Arcata / McKinleyville	Humboldt	\$71	\$17	\$18	\$31	\$5	\$53.25
Fresno	Fresno	\$66	\$16	\$17	\$28	\$5	\$49.50
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$66	\$16	\$17	\$28	\$5	\$49.50
Mammoth Lakes	Mono	\$76	\$18	\$19	\$34	\$5	\$57.00
Mill Valley / San Rafael / Novato	Marin	\$76	\$18	\$19	\$34	\$5	\$57.00
Monterey	Monterey	\$76	\$18	\$19	\$34	\$5	\$57.00

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel (75%)
Napa	Napa	\$66	\$16	\$17	\$28	\$5	\$49.50
Oakhurst	Madera	\$71	\$17	\$18	\$31	\$5	\$53.25
Oakland	Alameda	\$66	\$16	\$17	\$28	\$5	\$49.50
Palm Springs	Riverside	\$66	\$16	\$17	\$28	\$5	\$49.50
Point Arena / Gualala	Mendocino	\$76	\$18	\$19	\$34	\$5	\$57.00
Sacramento	Sacramento	\$66	\$16	\$17	\$28	\$5	\$49.50
San Diego	San Diego	\$71	\$17	\$18	\$31	\$5	\$53.25
San Francisco	San Francisco	\$76	\$18	\$19	\$34	\$5	\$57.00
San Luis Obispo	San Luis Obispo	\$71	\$17	\$18	\$31	\$5	\$53.25
San Mateo / Foster City / Belmont	San Mateo	\$66	\$16	\$17	\$28	\$5	\$49.50
Santa Barbara	Santa Barbara	\$76	\$18	\$19	\$34	\$5	\$57.00
Santa Cruz	Santa Cruz	\$61	\$14	\$16	\$26	\$5	\$45.75
Santa Monica	City limits of Santa Monica	\$76	\$18	\$19	\$34	\$5	\$57.00
Santa Rosa	Sonoma	\$71	\$17	\$18	\$31	\$5	\$53.25
South Lake Tahoe	El Dorado	\$66	\$16	\$17	\$28	\$5	\$49.50
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Stockton	San Joaquin	\$61	\$14	\$16	\$26	\$5	\$45.75
Sunnyvale / Palo Alto / San Jose	Santa Clara	\$66	\$16	\$17	\$28	\$5	\$49.50
Tahoe City	Placer	\$61	\$14	\$16	\$26	\$5	\$45.75
Truckee	Nevada	\$76	\$18	\$19	\$34	\$5	\$57.00
Visalia	Tulare	\$61	\$14	\$16	\$26	\$5	\$45.75
West Sacramento / Davis	Yolo	\$71	\$17	\$18	\$31	\$5	\$53.25
Yosemite National Park	Mariposa	\$76	\$18	\$19	\$34	\$5	\$57.00



FY 2021 US West Region Rate Schedule

Finance Class Code		Rate
A01	Senior Technical Director 1	\$275
A02	Senior Technical Director 2	\$255
A03	Senior Technical Director 3	\$235
A04	Technical Director 1	\$215
A05	Technical Director 2	\$195
A06	Senior Professional 1	\$170
A07	Senior Professional 2	\$155
A08	Professional 1	\$135
A09	Professional 2	\$120
A10	Professional 3	\$110
A11	Intern	\$80
B01	Lead Design Technician 1	\$250
B02	Lead Design Technician 2	\$225
B03	Lead Design Technician 3	\$205
B04	Senior Design Technician 1	\$165
B05	Senior Design Technician 2	\$155
B06	Design Technician 1	\$145
B07	Design Technician 2	\$130
B08	Drafting/Design 1	\$120
B09	Drafting/Design 2	\$110
B10	Drafting/Design 3	\$100
B11	Drafting/Design 4	\$90
B12	Intern Drafting/Design	\$80
C01	Business Services Manager 1	\$250
C02	Business Services Manager 2	\$210

Finance Class Code		Rate
C03	Senior Admin Officer 1	\$155
C04	Senior Admin Officer 2	\$125
C05	Admin Officer 1	\$105
C06	Admin Officer 2	\$90
C07	Admin Officer 3	\$75
D01	Business Services Manager 1	\$275
D02	Business Services Manager 2	\$255
D03	Senior Admin Officer 1	\$215
D04	Senior Admin Officer 2	\$170
D05	Admin Officer 1	\$155
D06	Admin Officer 2	\$110
D07	Admin Officer 3	\$100
D08	Admin Officer 4	\$90
D09	Admin Officer 5	\$85
D10	Admin Officer 6	\$75
S01	Senior Construction Manager	\$250
S02	Construction Manager	\$205
S03	Lead Site Engineer/Supervisor	\$175
S06	Lead Inspector	\$165
S07	Senior Inspector	\$150
S08	Inspector / Specialist 1	\$135
S09	Inspector / Specialist 2	\$110
S10	Clerk / Specialist 3	\$80
S15	Operator/Laborer 1	\$125
S16	Operator/Laborer 2	\$105
S17	Operator/Laborer 3	\$95

- 1 Rates are for employees of all GHD companies.
- 2 All travel cost will be invoiced at coach class rates. Lodging and meal expenses will be at cost unless per diem rate is negotiated.
- 3 Reimbursement for direct expenses incurred for proposed services, including sub-consultant services, will be billed at cost plus 15%
- 4 The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to the projects at the following rates
 - a. General Associated Project Charges (APC): \$6.50 / hour
 - b. Environmental Department/Construction Inspector: \$11.50 / hour
 - c. Field Survey APC: \$15.00 / hour
- 5 Reimbursement for vehicles used for proposed services will be at the federally approved mileage rates or at a negotiated monthly rate.
- 6 Overtime for non-exempt employees will be charged at 1.5 times the hourly billing rate.
- 7 If prevailing wage are applicable, the above billing rates and APC will be adjusted proportionate to the increase in labor cost
- 8 The Rate Schedule is subject to change annually (July 1st each year).

EXHIBIT C

FEMA SUPPLEMENT

1. Equal Employment Opportunity. If this contract constitutes a “federally assisted construction contract” as defined in 41 C.F.R. §60-1.3, during the performance of this contract, Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor will include the provisions of this Section 1 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry

out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

B. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. A copy of the current prevailing wage determination issued by the Department of Labor will be made available upon request. The County will report all suspected or reported violations to FEMA.

C. Additionally, Contractor is required to pay wages not less than once a week.

3. Copeland Anti-Kickback Act. If this contract is a construction contract in excess of \$2,000, Contractor agrees as follows:

A. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

B. **Subcontracts.** The Contractor or subcontractor, if any, shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. **Breach.** A breach of the contract clauses above may be grounds for termination of this Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Work Hours and Safety Standards. If this Contract is for payment in excess of \$100,000, and involves construction work and the employment of mechanics or laborers, Contractor agrees as follows:

A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 8 (Work Hours and Safety Standards) does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this Contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the County agrees to

comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

6. Clean Air Act. If this Contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Debarment and Suspension. If this contract is for a price in excess of \$25,000, requires the approval of FEMA, or is for federally-required audit services, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Procurement of Recovered Materials. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

A. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

B. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Access to Records. The following access to records requirements apply to this Contract:

A. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to

prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. Compliance with Federal Law, Regulations, and Executive Orders. Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

14. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

15. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the County the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, PACE Engineering, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

JESSE LEMAKER, SURVEY SUPERVISOR

Name and Title of Contractor's Authorized Official

05/28/2021

Date

TRINITY COUNTY

Item Report 1.10

Meeting Date: 9/21/2021

Department:
Transportation

Contact:
Rick Tippet

Phone:
5306231365

1.10 Amendment 1: R.S.S.E. (20-006)

Requested Action:

Approve amendment number one to the agreement with R.S.S.E. Inc. increasing the maximum cost by \$15,000 to provide construction, removal, inspection, testing and repair of underground storage tank systems, above ground storage tank system, piping tank monitoring equipment, fuel dispensers, and other fuel system components.

Fiscal Impact:

\$15,000 from Road Funds for FY 21/22.

Summary:

In June, 2021, during regular tank testing, several issues with the fuel tank systems at the Weaverville Maintenance Yard were discovered. The gasoline spill bucket was leaking, the under-dispenser containment (UDC) was leaking on both pumps, and there appeared to be a leak in the secondary containment on the Diesel Tank. Also, drop tube devices that prevent overfill failed to operate correctly. One of the drop tubes was replaced two years ago, and is under warranty. Trinity County CUPA (run by the CA Dept. of Toxic Substances Controls) was there during the testing, and requires that all repairs be made as soon as possible. The current maintenance contract does not have available funds to repair all of the discovered issues. The most urgent issue, involving the containment on the 10,000-gallon diesel tank was further investigated using available contract funds. It turned out to be a minor problem that was corrected during further testing.

Discussion:

Repairs to the spill bucket, drop tubes, and UDC's requires additional contract funds. Concrete around the spill bucket will need to be removed and replaced, and the spill bucket needs to be excavated and replaced with a new spill bucket. The leak in the spill bucket is a concern, because this is around the drop tube where the tank is filled. It periodically collects fuel spillage, which may leak into the ground under the spill bucket. This should be resolved as soon as possible to prevent contamination of soils below the spill bucket.

The drop tubes are devices which prevent overflow if the driver is not paying attention during delivery. They are a State mandated safety precaution.

The UDC leaks are up higher in the containment, and will be simple repairs with sealant. The leaks in the UDC are of minimal concern, due to the location of the leaks, and the fact that the UDC only contains fuel in the case of an emergency. The automatic monitoring system would shut off the pumps before the fuel level got high enough to leak out of the UDC. However, CUPA requires that

these are also sealed.

Costs to complete the above repairs and retest the system are \$10,332. Staff is requesting \$15,000 contract increase to cover potential contingencies.

Alternatives Including Financial Implications:

Deny the amendment and provide instruction to staff

Departmental Recommendation:

Approve the amendment as requested

ATTACHMENTS:

Description

20-006 Amendment No. 1

R.S.S.E INC. 20-006

**AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 20-006)
BETWEEN
THE COUNTY OF TRINITY
AND
R.S.S.E., Inc.**

WHEREAS, a Contract was entered into the 8th day of May 2020, ("Contract") by and between the COUNTY OF TRINITY ("County"), and **R.S.S.E., Inc.** ("Contractor"), to provide **Construction, removal, inspection, testing and repair of underground storage tank systems, aboveground storage tank system, piping tank monitoring equipment, fuel dispensers, and other fuel system components as detailed;** and

WHEREAS, the Contract provides for a termination date of May 5, 2022; and

WHEREAS, the parties wish to:

1. Increase the maximum cost to County from \$25,000 to \$40,000.

WHEREAS, the Contract provides for amendments;

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

1. Section V. Of the contract is amended to read

MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to the County for the services to be provided herein exceed the maximum sum of \$40,000, 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 21st day of September, 2021.

COUNTY OF TRINITY:

CONTRACTOR:

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

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

Approved as to form:

By: _____
Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

CONTRACT NUMBER	20-006	DOT
COUNTY ORIGINAL		

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
R.S.S.E., Inc.

THIS AGREEMENT is made and entered into this 8th day of May 2020, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and **R.S.S.E., Inc.** hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: Construction, removal, inspection, testing and repair of underground storage tank systems, aboveground storage tank system, piping, tank monitoring equipment, fuel dispensers, and other fuel system components as detailed; and

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

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

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

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

- IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$25,000, including direct non-salary expenses.
- VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

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

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

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

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

- VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than 10 days after request for services from Trinity County. In cases where UST monitoring indicates a potential leak, qualified contractor personnel must respond to the site within 24 hours of notice from Trinity County. Time is of the essence with respect to this Contract.

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

Minimum Scope and Limit of Insurance

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

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

Trinity County
PO Box 2490
Weaverville, CA 96093

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

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

Trinity County
PO Box 2490
Weaverville, CA 96093

- C. The Contractor shall be required to carry Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being

performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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

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

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

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.
- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national

origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

- XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XIII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XIV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.
- XV. **TERM OF AGREEMENT:** This Agreement shall commence on May 5, 2020 and shall terminate on May 5, 2022.
- XVI. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. **TITLE:** It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the

Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVIII. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

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

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

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

XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages,

or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

- XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
- XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

Andrew Pence
Trinity County Department of Transportation
PO Box 2490
31301 State Highway 3
Weaverville, CA 96093
(530) 623-1365
tcdot@trinitycounty.org

Notices shall be given to Contractor at the following address:

Mark Fry
R.S.S.E., INC
1515 Charles Drive
Redding, CA 96003
530-241-1275

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

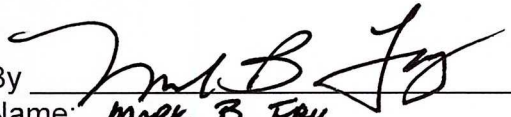
IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

By 
Richard Kuhns, Psy.D
County Administrative Officer

Date: 5-15-20

CONTRACTOR:

By 
Name: MARK B. FRY
Title.: PRESIDENT

Date: 5/15/2020

Approved as to form:


MARGARET E LONG
County Counsel

RISK MANAGEMENT APPROVAL

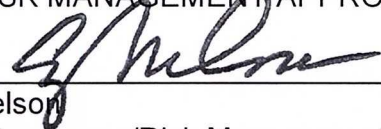
By: 
Shelly Nelson
Human Resources/Risk Management Director

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

The contract work includes inspection, testing and repair of underground storage tank (UST) systems, aboveground storage tank (AST) systems, piping, monitoring equipment, fuel dispensers, and other fuel system components. The Contractor must hold either a Class A license and/or a Class C-61/D-40 license (if no Class A license, then D-40 license must be issued prior to January 18, 2001). In addition, the Contractor's employees must hold current certifications required to perform the necessary services, including:

1. "UST Installation/Retrofitting" certification
2. "California UST Inspector" certification
3. "California UST Service Technician" certification
4. "California UST Operator" certification

Annual and Triennial UST testing shall be completed at the Trinity County Department of Transportation fuel pumps located at 31820 Hwy. 3 in Weaverville, CA. This site has the following UST facilities:

Trinity County Department of Transportation fuel pumps:

- Two 10,000 gallon Owens Corning dual wall fiberglass tanks containing diesel and gasoline, with interstitial monitoring sensors and monitored by a Veeder Root TLS 350 system.
- Two safe suction Gasboy fuel pumps with under dispenser sumps and sump monitoring.
- Petrovend K800 cardlock system

Annual UST inspection, testing and certification shall include testing of spill buckets (total 3) and monitoring systems at both locations in June of 2020, 2021 and 2022.

Triennial UST inspection, testing and certification shall include testing of secondary containment at both locations, including tank, dispenser sumps and piping. Triennial certification will be required in June of 2021 at the same time as the annual testing. Typically, all testing at both sites are completed the same day.

Contractor shall also supply the services of a UST Operator for the required monthly UST inspections and annual training.

Periodic tank and fuel system maintenance, such as pump repair, is required at various County facilities in Weaverville, but may also be required at remote locations

throughout Trinity County. Only the facility referenced above has underground tanks. All other locations have above ground storage tanks and rarely require maintenance.

Contract work may also include tank removal and installation services or other fuel system related construction and maintenance services on an as needed basis.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Contractor shall perform work on an as-needed basis, and shall be paid at the attached hourly rates. Prevailing wage rates are included in the attached hourly rates. No additional compensation for prevailing wages will be paid.

Supporting documentation for all charges shall be required for all invoices.

Rates for services are shown on the following page.

PROPOSAL FORM

Quotations are to be submitted for the entire quantity. Hours for quotation are estimated total man-hours and estimated mileage for the purpose of comparing bids only. These estimates are based on hours from previous years of inspection and maintenance. Estimated hours assume a two person crew for testing, and a one person crew for fuel system maintenance. Actual contract hours will vary, but the contract will be paid at the hourly rates submitted in bid. Contract shall allow adjustments for prevailing wage increases.

Contractor shall estimate the travel distance for nine (9) trips to and from Weaverville, and enter the estimated mileage into the "Quantity" column for mileage. Mileage shall be estimated from contractor's business address to the Weaverville DOT maintenance yard at 31820 State Hwy 3, Weaverville, CA 96093.

Contractor must also attach a rate sheet that reflects prevailing and non-prevailing types of work performed by their company, to be incorporated into the contract.

All work, including travel time, shall require California prevailing wages. Contractor is required to submit certified payroll for all contract work. Unit costs in bid must represent work done at a prevailing wage, and shall be incorporated into the contract.

Service Description	Unit	Quantity	Unit Cost	Total Cost
UST Testing Hourly Rate	HR	42	125 ⁰⁰	5250 ⁰⁰
Fuel System Maintenance Hourly Rate	HR	20	125 ⁰⁰	2500 ⁰⁰
Designated Operator Hourly Rate	HR	108	125 ⁰⁰	13500 ⁰⁰
Mileage charge (9 trips to Weaverville)	Mile	855	0.75	641 ²⁵
Total Estimated Cost =				21,891.25

NAME OF COMPANY SUBMITTING QUOTE R.S.S.E., INC.

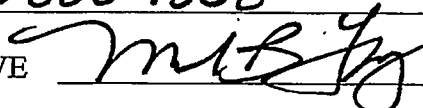
COMPANY REPRESENTATIVE MARK B. FRY, PRESIDENT

BUSINESS ADDRESS 1515 CHARLES DRIVE, REDDING, CA 96003

PHONE NUMBER 530-241-1275

CONTRACTOR LICENSE NUMBER 957228

DIR REGISTRATION NUMBER 1000007358

SIGNATURE OF COMPANY REPRESENTATIVE 

DATE 4/20/2020

TRINITY COUNTY
Item Report 2.1

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:

Phone:

2.1 Reports/Announcements

Requested Action:

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

TRINITY COUNTY

Item Report 3.1

Meeting Date: 9/21/2021

Department:
Human Resources

Contact:
Shelly Nelson

Phone:
(530) 623-1325

3.1 Resolution: Retired Employee Medical Insurance (Revising PERS Choice to PERS Platinum)

Requested Action:

Adopt a resolution which revises the employer's contribution for each qualifying retired employee's (annuitants) health benefit plan.

Fiscal Impact:

Approximately \$28,000 per month depending upon current number of retirees eligible for PERS Platinum.

Summary:

A resolution was passed on January 2, 2001 for Trinity County retirees ordering that the employer's contribution for each annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum amount of the single party premium for basic PERS Choice health plan per month, plus administrative fees and Contingency Reserve Fund assessments.

Effective January 1, 2022, CalPERS will transition PERS Choice PPO to PERS Platinum PPO. The PERS Platinum Basic Plan will offer a 10% coinsurance benefit design and will retain the same broad network as the PERS Choice Basic plan. There will not be any changes to the benefit design or network for the PERS Platinum Medicare Supplemental plan.

The monthly premium for PERS Platinum beginning January 1, 2022 will increase from the former PERS Choice premium by \$121.17.

It is staff's recommendation to transition the applicable plan from PERS Choice to the new PERS Platinum for all eligible retirees.

Alternatives Including Financial Implications:

Deny and direct staff.

Departmental Recommendation:

It is staff's recommendation to adopt a resolution which revises employer's contribution for each qualifying employee or retired employee's (annuitants) health benefit plan.

ATTACHMENTS:

Description

Resolution 2002-001

Resolution: Retiree Health Benefits

IN THE BOARD OF SUPERVISORS
COUNTY OF TRINITY, STATE OF CALIFORNIA
2nd day of January, 2001

RESOLUTION NO. 2002-001

**RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

The following Resolution is now offered and read:

WHEREAS, Government Code Section 22825.6 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22825 of the Act, and

WHEREAS, County of Trinity, is a local agency contracting under the Act.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum amount of the single party premium for basic PERS Choice health plan per month plus administrative fees and Contingency Reserve Fund assessments.

BE IT FURTHER RESOLVED AND ORDERED, that upon motion of Supervisor Modine, seconded by Supervisor Stewart, and on the following roll call vote, to-wit:

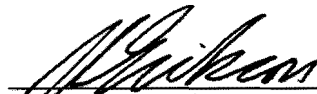
AYES: Supervisors Stewart, Modine, Miller, Reiss and Erikson

NOES: None

ABSENT: None

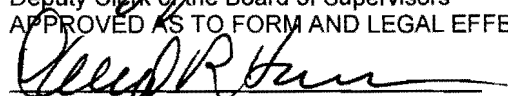
ABSTAINING: None

The foregoing resolution is hereby adopted:


J. E. ERIKSON, Chairman
Board of Supervisors

ATTEST:

DERO B. FORSLUND
Clerk of the Board of Supervisors

By 
Deputy Clerk of the Board of Supervisors
APPROVED AS TO FORM AND LEGAL EFFECT:

County Counsel

Dated: _____

COCO/DRH/wt

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
REVISING EMPLOYER'S CONTRIBUTION FOR EACH QUALIFYING RETIRED
EMPLOYEE / ANNUITANT'S HEALTH BENEFIT PLAN**

WHEREAS, this resolution replaces Resolution No. 2002-001 adopted by the Board on January 2, 2001; and

WHEREAS, Resolution No. 2002-001 provided that the employer's contribution of each retired employee / annuitant shall be the amount necessary to pay the cost of their enrollment including the enrollment of their family members in a health benefit plan up to the maximum amount of the single party premium for Basic PERS Choice health plan per month plus administrative fees and contingency reserve fund assessments; and

WHEREAS, effective January 1, 2022, CalPERS will transition PERS Choice PPO to PERS Platinum PPO and the benefits under the Platinum Plan are comparable and will retain the same broad network to those offered under the expiring PERS Choice PPO Plan; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2020-091 on November 17, 2020 which states that the County pays on behalf of the retiree directly to CalPERS each month the PEMHCA (Statutory) Minimum; and

WHEREAS, the County is reimbursing each qualified retiree the difference between the allotted PERS Choice premium and the Statutory minimum each month; and

WHEREAS, the County plans to reimburse each qualified retiree the difference between the allotted PERS Platinum premium and the Statutory minimum each month.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors (BOS) of the County of Trinity adopts this resolution replacing Resolution No. 2002-001; and

BE IT FURTHER RESOLVED that the Board of Supervisors confirm that the employer's contribution of each qualified retired employee / annuitant shall be the amount necessary to pay the cost of their enrollment including the enrollment of their family members in a health benefit plan up to the maximum amount of the single party premium for PERS Platinum PPO health plan per month plus administrative fees and contingency reserve fund assessments; and

BE IT FURTHER RESOLVED that the County will continue to contribute the Statutory minimum directly to CalPERS and reimburse the qualified retiree the difference between the allotted PERS Platinum premium and the Statutory minimum each month; and

BE IT FURTHER RESOLVED that the Board defines qualified retirees as any retiree retired prior to July 1, 2019 and/or any employees retiring from active service from the County of

Trinity that were hired prior to the following dates based on the appropriate adopted Memorandums of Understanding and/or Resolutions:

- December 3, 2019 – Skilled Trades Unit employees
- February 19, 2020 – General Unit employees and Probation Peace Officers’ Association
- February 21, 2020 – Management & Confidential employees;
- April 8, 2020 – Deputy Sheriffs’ Association employees;
- December 15, 2020 – Members of the Board of Supervisors and Department Heads

DULY PASSED AND ADOPTED this 21st day of September, 2021 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

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

ATTEST:

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

By: _____
Deputy

TRINITY COUNTY

Item Report 3.2

Meeting Date: 9/21/2021

Department:
Human Resources

Contact:
Shelly Nelson

Phone:
(530) 623-1325

3.2 Skilled Trades Unit Side Letter Agreement

Requested Action:

Take the following actions regarding the Skilled Trades MOU, retroactively effective September 16, 2021:

1. Ratify County's Lead Negotiator Sophia Meyer's signature on a side letter agreement with the Skilled Trades Unit modifying spreadsheet A of the MOU;
2. Approve the job descriptions and set the salary range and add to the alphabetical listing of classification those positions listed on Attachment A;
3. Modify the departmental listing of allocations for the Department of Transportation and Department of Building & Planning – Cannabis Division to reflect the new/revised classifications as listed on Attachment C;
4. Pursuant to County Code section 2.60.360, authorize reclassifying the employees noted on Attachment B; and
5. Remove from the alphabetical listing of classifications those positions listed in the side letter agreement.

Fiscal Impact:

No impact to the General Fund; approximate cost in salary and benefits for FY 21-22 is \$121,325;

Summary:

Skilled Trades Unit Memorandum of Understanding:

The Board approved a Skilled Trades Unit Memorandum of Understanding (MOU) with a six (6) year term effective July 1, 2019, which included Spreadsheet A listing each classification and corresponding percentage annual pay increases. These negotiated annual pay increases took into account both the Class and Compensation recommendation as well as meeting the minimum wage increase requirements. Under Article IX General Provisions, Section 9 - Classification and Compensation Study Issues, the MOU allowed for both the County and the Unit to meet and confer to discuss classification changes as recommend by Koff and Associates (the contractor who completed the Class and Compensation Study), as these were not yet completed upon ratification of the MOU.

The County began meeting and conferring with the Skilled Trades Unit in March 2021. Over the course of several sessions, an agreement in concept was made and presented to the Board of Supervisors in closed session On July 7, 2021. The Board accepted these changes and directed the negotiating team to create a side letter agreement. The agreement before you has been reviewed by the bargaining unit membership and the County and has been fully executed by the County's lead negotiator, Sophia Meyer and UPEC representative Ron Copeland.

Following are the major provisions of this agreement:

1. Skilled Trades Unit Attachment A, as revised shall be incorporated into the current Skilled Trades Unit MOU by this side letter. These raises shall be effective as of September 16, 2021, so long as they are ratified by the Board of Supervisors and the Union.
2. Skilled Trades Unit Attachment B, as presented, shall be incorporated into the current Skilled Trades Unit MOU by this side letter. These modifications shall be effective as of September 16, 2021, so long as they are ratified by the Board of Supervisors and the Union.
3. All attached job classification series are agreed to as presented and shall be effective on the date of ratification of this side letter.
4. The following job classifications shall be eliminated: Engineering Tech III, Environmental Compliance Specialist Senior, Transportation Planning Assistant, Transportation Planning Associate, Road Maintenance Worker IV, Road Maintenance Lead Worker II, Road Maintenance Crew Supervisor II/III, Senior Engineering Aide, Senior Traffic Aide, Traffic Aide, Storekeeper, Storekeeper Senior, Mechanic Apprentice, Equipment Shop Supervisor, Assistant Road Crew Supervisor I/II, Engineer Junior, and Engineer Senior.
5. The Environmental Compliance Specialist Series can be used as a County-wide classification in any department.
6. Incumbents employed as Road Maintenance Worker I before the date of ratification of this side letter shall not be required to obtain a Class "B" license in order to maintain their employment. However, any employee hired after the date of ratification of this side letter into the classification of Road Maintenance Worker I will have 12 months in which to obtain the Class "B" license as required by the job description or they shall be subject to termination for not meeting minimum requirements.
7. Road Maintenance Lead Worker and Road Maintenance Foreman shall be entitled to the Class "A" license incentive pay regardless of the fact that their job description requires this as a part of their normal duties. The Class "A" license incentive pay shall be increased to an additional 5% of base pay upon ratification for all Skilled Trades classifications who maintain the Class "A" license. Only classifications whose job description requires a Class "A" license or those listed in the MOU Article 4, Section 16, including but not limited to the reclassified titles, will be eligible for County payment of the physician examination and license costs.

Alphabetical Listing of Classifications:

The Human Resources Director would reflect these classification and salary range changes on the County's Alphabetical Listing of Classifications for Trinity County employees retroactively effective September 16, 2021.

Modification of Departmental Listing of Allocations:

1. The Departmental Listing of Allocations for all affected classifications within the Department of Transportation shall be modified by updating all noted classification changes in Attachment A accordingly. No new allocations are being requested.

2. Modify Building & Planning - Cannabis Division's departmental listing of allocations by changing the classification of Environmental Compliance Specialist, Senior to Environmental Compliance Specialist II, based on the above listed job classification title change. No new allocations are being requested.

Alternatives Including Financial Implications:

Deny and provide direction to staff.

Departmental Recommendation:

It is staff's recommendation that the Board take the following actions regarding the Skilled Trades MOU, retroactively effective September 16, 2021:

1. Ratify County's Lead Negotiator Sophia Meyer's signature on a side letter agreement with the Skilled Trades Unit modifying spreadsheet A of the MOU;
2. Approve the job descriptions and set the salary range and add to the alphabetical listing of classification those positions listed on Attachment A;
3. Modify the departmental listing of allocations for the Department of Transportation and Department of Building & Planning – Cannabis Division to reflect the new/revised classifications as listed on Attachment C;
4. Pursuant to County Code section 2.60.360, authorize reclassifying the employees noted on Attachment B; and
5. Remove from the alphabetical listing of classifications those positions listed in the side letter agreement.

ATTACHMENTS:

Description

Skilled Trades MOU 19-198

County Code 2.60.360

Side Letter Agreement: Skilled Trades Unit

Attachment A - New/Revised Positions & Salary Ranges

Attachment B - Reclassifications

Skilled Trades Job descriptions - modified

Attachment C - Modified Allocations

CONTRACT NUMBER 19-198	HR
COUNTY ORIGINAL	

**MASTER MEMORANDUM OF
UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND THE UNITED PUBLIC EMPLOYEES
OF CALIFORNIA FOR THE TRINITY
COUNTY SKILLED TRADES UNIT**

**July 1, 2019 through
June 30, 2025**

TABLE OF CONTENTS

Introductory Clause	4
Preamble	4
ARTICLE I – DEFINITIONS	4
ARTICLE II – RECOGNITION	5
ARTICLE III – RIGHTS OF PARTIES	5
Section 1 – COUNTY Rights	5
Section 2 – Employee Rights	6
Section 3 – UNION Rights	6
Section 4 – Indemnification	7
ARTICLE IV – COMPENSATION AND BENEFITS	7
Section 1 – Incorporation of General Provisions of Trinity County Code	7
Section 2 – Salary	7
Section 3 – C.O.L.A.	8
Section 4 – Establishment of Bi-Weekly Payroll	8
Section 5 – Medical and Life Insurance	8
Section 6 – Flexible Benefit Plan	10
Section 7 – Retirement Plans and Contributions	10
Section 8 – Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining Hours	12
Section 9 – Reimbursement for Tuition Flexible Benefit Plan	12
Section 10 – Y-Rates	12
Section 11 – Call Back Minimum	12
Section 12 – Shift Differential.....	13
Section 13 – Standby/On-Call Compensation	13
Section 14 – Tool Allowance	13
Section 15 – Clothing Allowance	13
Section 16 – Commercial Driver’s License Incentive	14
ARTICLE V – LEAVE	14
Section 1 – General Provisions	14
Section 2 – Compensatory Time	14
Section 3 – Holiday Leave	14
ARTICLE VI – HOURS OF WORK AND OVERTIME	15
Section 1 – Incorporation of County Code	15
Section 2 – Schedules	15
Section 3 – Effect of Sick Leave, Vacation Time and Compensatory Time	15
Section 4 – Election of Compensatory Time Off.....	15
ARTICLE VII – RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT	15
Section 1 – Incorporation of County Code	15
Section 2 – AB 119 Compliance	16
ARTICLE VIII – DISCIPLINARY AND GRIEVANCE PROCEDURES	17
ARTICLE IX – GENERAL PROVISIONS	17
Section 1 – No Strike Clause	17

Section 2 – Violation of Work Stoppage Provision	17
Section 3 – Per Diem Rates	17
Section 4 – Entire Agreement	19
Section 5 – Savings Clause	19
Section 6 – Amendments	19
Section 7 – Compliance with Memorandum	19
Section 8 – Incorporation of County Code	20
Section 9 – Medical Insurance & Classification and Compensation Study Issues	20
Section 10 – Signature Clause	21
EXHIBIT A – Recognition – Skilled Trades	22
ATTACHMENT (SPREADSHEET) A	

Introductory Clause

The following constitutes a master agreement between the COUNTY of Trinity, a political subdivision of the State of California (COUNTY), and the United Public Employees of California (UPEC or UNION) for the Trinity County Skilled Trades Unit (STU), concerning wages, hours and other terms and conditions of employment for the STU, and shall be effective from July 1, 2019 to June 30, 2025.

PREAMBLE

WHEREAS, the COUNTY and UNION, through their respective duly appointed negotiating teams, met and conferred in good faith as defined in Section 3505 of the California Government Code, regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the COUNTY and UNION have, since 1995, endeavored to maintain good faith bargaining relations; and

WHEREAS, the COUNTY and UNION entered into a binding agreement on February 1, 2013, which extended through January 31, 2014; and

WHEREAS, the COUNTY and UNION entered into a binding agreement effective from January 1, 2014 to December 31, 2016; and

WHEREAS, the COUNTY and UNION entered into a binding agreement effective from March 1, 2017 to June 30, 2018; and

WHEREAS, the COUNTY and UNION last entered into a binding agreement effective from July 1, 2018 to June 30, 2019; and

WHEREAS, the COUNTY and UNION desire to set forth in this document all terms and conditions of employment for the term of the agreement; and

WHEREAS, COUNTY and UNION agree that any benefits of this Agreement shall inure to the benefit of employees prospectively and without any retroactive application.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I **DEFINITIONS**

- Employer: The term "employer" or "COUNTY" as used herein shall refer to the County of Trinity.
- Union: The term "UNION" as used herein shall refer to UPEC.
- Parties: The term "Parties" as used herein shall refer to the County of Trinity and the UNION for the Skilled Trades Unit jointly.

- Employee:** The term "employee" as used herein shall mean all probationary and permanent regular part-time, full-time, and full-time/part-time employees in classifications of the unit represented by the UNION. The term "employee" does not include "extra help" employees as that term is defined by County Code.
- New Hire:** The term "new hire" as used herein shall mean persons who were not previously employed by the County of Trinity for a period of one or more consecutive years, during the five years prior to the date of reemployment.
- Union:** The term "Union" as used herein shall refer to United Public Employees of California, Local 792.
- Recognized Employee Organization:** The term "recognized employee organization" as used herein shall mean an employee organization which has been formally acknowledged by the public agency as an employee organization that represents employees of the public agency.
- Date of Ratification** The Date of Ratification of the Agreement shall be the later date after which a representative of the UNION and COUNTY first affix a signature to the document. (i.e. if UNION member signs on August 2 and COUNTY member signs on August 3, the date of ratification of the agreement shall be August 3.)

The Parties adopt the definition of terms provided by Trinity County Personnel Ordinance, Article II, Definitions, section 2.60.100 as if fully stated herein. Those definitions shall apply when used in this Agreement.

ARTICLE II **RECOGNITION**

The COUNTY recognizes the UNION as the "Recognized Employee Organization" as defined in California Government Code Section 3501(b) for the Bargaining Unit consisting of the regular part-time, full-time, and full-time/part-time classifications as listed in Exhibit A.

ARTICLE III **RIGHTS OF PARTIES**

Section 1 - COUNTY Rights

The rights of the COUNTY include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action, relieve its employees from duty because of lack of work, or for other legitimate reasons, to maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the specifications of job classifications; take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

Section 2 - Employee Rights

Employees of the COUNTY shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the COUNTY also shall have the right to refuse to join and participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the COUNTY. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the COUNTY or by any employee organization, because of his/her exercise of these rights.

Employees who are members of the UNION may terminate membership only after six months of enrollment. Termination may be effective only in the first week of January and July of each year, while employed by the COUNTY.

Section 3 - UNION Rights

The UNION shall have the following rights and responsibilities:

A. Reasonable advance written notice of any COUNTY ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Trinity County Board of Supervisors.

B. Reasonable use of designated COUNTY bulletin boards at COUNTY work facilities.

C. The COUNTY shall deduct dues and/or fees from employee's payroll warrants as certified by the UNION. Employees will be directed to the UNION for enrollment or withdrawal/cancellation of such dues and/or fees. The UNION shall indemnify the COUNTY for any claims made by the employee for deductions made in reliance on the UNION's certification. On an annual basis, before June 30 of each year, the UNION shall provide to the COUNTY a certified list of those for whom deductions should be made and the amounts of the deductions. The UNION shall also provide email notifications regarding certified changes in membership during the year as necessary

D. The right to represent its members before the Board of Supervisors or its authorized representatives with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.

E. The use of COUNTY facilities for UNION activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

F. The right to obtain copies of meeting agendas of the Board of Supervisors at a reasonable cost.

G. Reasonable access to employee work locations for officers of the UNION and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

H. There shall be no discrimination because of race, creed, color, national origin, gender, sexual orientation or any other legally protected characteristics of any UNION activities allowed by law against any employee by the COUNTY or anyone employed by the COUNTY; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age.

I. Employee representatives of the UNION are entitled to reasonable time off without loss of compensation or other benefits when meeting and conferring with management representatives on matters within the scope of representation. This shall not be construed to entitle employees to have time off to act as a representative or steward in any discipline or grievance proceedings.

J. COUNTY shall recognize three (3) Stewards and shall provide release time for Stewards to meet with management when representing an employee. COUNTY shall not provide release time for Steward Meetings.

K. COUNTY shall distribute new member packets provided by Skilled Trades during new employee orientations.

L. It is acknowledged that nothing contained in this agreement is a waiver by the UNION of its right to meet and confer on any proposed changes by the COUNTY of any matter(s) within the scope of representation, including but not limited to, wages, hours, and other terms and conditions of employment.

Section 4 — Indemnification

A. Indemnity and Hold Harmless: UPEC fully indemnifies and holds harmless and agrees to defend the COUNTY, its officers, agents and employees acting on behalf of the COUNTY against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the COUNTY under provisions of this Article.

ARTICLE IV **COMPENSATION AND BENEFITS**

Section 1 - Incorporation of General Provisions of Trinity County Code

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 — Salary

A. Salary Increases:

1. Commencing July 1, 2019, and on July 1 of each year of the agreement COUNTY shall increase employees' salary as indicated on the attached spreadsheet A.

B. COUNTY may increase salaries above the levels in the agreement after notice and discussion with the UNION for recruitment, retention, or other operational reasons.

C. The provisions for salary set forth in this section shall remain in effect until June 30, 2025. The salary in effect on June 30, 2025 shall continue in effect without any increases after that date until modified by an amendment to this Agreement reached in compliance with Section 3505 of the California Government Code. County may increase salaries above the levels in the agreement after notice and discussion with the Union for recruitment, retention, or other operational reasons.

Section 3 - C.O.L.A.

All employee classifications shall receive a 1.5% Cost of Living Adjustment (C.O.L.A.) on July 1, 2021, a 1.5% C.O.L.A. on July 1, 2022, and a 1.5% C.O.L.A. on July 1, 2023.

No other C.O.L.A.'s shall be authorized during the term of this agreement.

Section 4 — Establishment of Bi-Weekly Payroll

COUNTY and UNION may meet and confer regarding a Bi-Weekly payroll during the term of this agreement.

Section 5 - Medical and Life Insurance

A. Employee Medical Insurance

Commencing with the January 2020 premiums, COUNTY shall pay 90% of the bundled premium for eligible employees at the employee only PERS Choice medical premium. Said premium to commence on the 1st of the month following the month of employment for each employee. COUNTY may change medical insurance programs during the term of this contract, and shall pay the premium for employee medical insurance with comparable coverage to PERS Choice upon change in policies. The bundled premium is the total premium of employee only PERS Choice medical insurance, plus employee only vision insurance and plus family only dental insurance. Employees recognize herein that Medical deductions are made a month in advance and Vision/Dental deductions are made in the month for which the premium applies.

SPOUSE OR REGISTERED DOMESTIC PARTNER ACCOMODATION.

Should an employee and his/her spouse or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one employee may choose in writing to be added to his/her spouse's or registered domestic partner's insurance as a dependent, and the County will make a contribution to the dependent coverage that is equal to the County's contribution to the Employee-only contribution of the covered employee's plan in addition to the County's contribution to the covered employee's dependent coverage. In no event shall the total County's

contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

All retirees and any employee hired prior to the date of ratification of this Agreement shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium or other equivalent plan adopted prior to retirement. Employees hired after the date of ratification of this Agreement shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution towards any elected plan adopted prior to retirement.

After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss the potential of offering a 401(a) plan to the employees hired after the date of ratification of the Agreement. This reopener does not apply to any other provision of this Agreement.

B. Retiree Medical Insurance

All retirees, retired or hired prior to the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of full medical benefits at the Employee Only PERS Choice premium. Employees hired after the date of ratification, eligible for Medicare shall convert to the PERS Medicare plan and shall be entitled to COUNTY payment of the CalPERS statutory minimum contribution.

For covered employees hired on or prior to ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- (3) The County will concurrently reimburse the retiree the PERS Choice employee only rate, minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

For covered employees hired after ratification of the MOU who retire from active County service, the retiree medical premium will be paid as follows:

- (1) The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

The provisions in subsection (B) shall only take effect if ALL Trinity County Bargaining Units agree to these provisions being implemented. In addition, COUNTY shall provide notice of the proposed changes to CalPERS by November 1st in the year preceding the

proposed change.

C. Employee Life Insurance Coverage

COUNTY shall pay the entire premium for employees' life insurance with \$25,000 coverage, employee only VSP vision insurance coverage and family dental insurance coverage with Delta Dental. Said premiums to commence on the 1ST of the month after each employee has completed six (6) months of employment. COUNTY may change insurance providers during the term of this agreement provided the benefits provided are equal to those currently in effect.

D. Commencing July 1, 2019 through June 30, 2025, any employee hired prior to July 1, 2019 who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account, flexible benefit plan or as a cash payment of not more than seven hundred dollars (\$700.00). Cash payments shall be reduced by applicable payroll deductions.

After July 1, 2025, any employee hired prior to July 1, 2019, who is eligible and elects not to participate in the COUNTY's medical, dental and/or vision benefits, shall be entitled to the COUNTY's cost, up to the maximum contribution to a member's qualified deferred compensation account of not more than seven hundred dollars (\$700.00).

Commencing July 1, 2019, employees hired after July 1, 2019, are not eligible for the contribution to a deferred compensation account, flexible benefit plan or cash payment opt-out options above.

E. Total County Medical Contribution Cap

Notwithstanding the foregoing, COUNTY contributions for medical, dental, and vision insurance shall be capped at a total cost to COUNTY of \$850.00 per month. Employees shall be responsible for any future increases in medical, dental or vision insurance costs above the \$850.00 cap, except that, upon retirement, employees hired prior to ratification of this Agreement shall be entitled to PERS Choice employee only full medical benefits, as stated in Article IV, section 5, subsections (A) and (B).

Section 6 — Flexible Benefit Plan

COUNTY shall provide a flexible benefit plan for each employee. It is the intent of the parties that the plan conforms with the requirements of Section 125 of the Internal Revenue Code and regulations issued pursuant thereto. A copy may be obtained from COUNTY Personnel Department and is incorporated herein by reference.

Section 7— Retirement Plans and Contributions

A. The California Public Employee Retirement System (CalPERS) Pension Plan is designated as the COUNTY's primary plan for the employees. The COUNTY shall provide retirement through the Public Employees Retirement System (PERS) for current employees using PERS formula 2.5% @ 55. Employees shall pay the entire employee contribution commencing July 1, 2015. Effective July 1, 2015 and in recognition of employee's assumption of 2% of employee contribution in 2014 and 5% of employee contribution commencing July 1, 2015. COUNTY shall provide a 7% increase in salary

to compensate for reductions due to increased PERS contributions.

B. All new hires, unless exempted under the Public Employee's Pension Reform Act of 2013 shall be employed under the formula for miscellaneous employees, 2.0% at 62.

C. COUNTY shall implement Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit under conditions mandated by CalPERS.

D. The Laborers International Union of North America (LIUNA) Industrial Pension Plan is designated as the supplemental plan and shall not impact any employee's CalPERS benefits.

1. In the event an employee's combined benefits exceed the IRS Section 415 limits, benefits under the LIUNA Supplemental Plan shall be reduced, but not below zero, to the extent necessary to satisfy section 415, before adjustments to benefits under CalPERS are made.

The COUNTY shall make contributions to the LIUNA Industrial Pension Fund in the amount of \$1.51 per hour for each full-time employee commencing with date of employment. Part-time employees shall receive a prorated amount to be reported to the Fund in such manner stipulated by the Fund to keep the hourly pension benefit amount identical as that for full-time employees. An exception to the foregoing shall be full time employees regularly assigned to a 12-hour scheduled (three 12 hour shifts per week) who shall be considered full time. All full time employees shall receive a \$1.51 per hour contribution for fiscal year 19-20, and \$1.67 for fiscal year 20-21 and beyond respectively. Contributions shall be made only for regular employees, not for extra help, or similar positions. During the term of this agreement, the COUNTY reserves the right to increase the COUNTY contribution based on LIUNA requirements.

2. In the event that the contributions required by LIUNA to the plan exceed the amount of the contributions required to be paid by the COUNTY under this MOU, the UNION and UPEC shall save and hold harmless the COUNTY from all claims and demands of LIUNA from said demands in excess of the amount required under this MOU, and shall save and hold harmless the COUNTY from all claims and demands of LIUNA from said demands in excess of the amount required under this MOU, and shall defend any action and pay all attorney's fees required in defense of any claims or action arising out of said demand for additional sums.

E. It is further agreed that all obligations to make payments to LIUNA above the current COUNTY contributions shall be borne by employees, including payments as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election of "preferred" benefits under the current Rehabilitation Plan or any other reason. However, COUNTY shall increase its obligation as defined in Section 6F. Funded contributions may be made to a pension plan pretax, provided such contribution is permitted under the law and that it is at no cost to the COUNTY other than normal payroll processing costs. A letter ruling from the IRS or similar documentation satisfactory to the COUNTY shall be provided by the Union before pretax contributions shall be made.

F. COUNTY shall elect the "preferred" payment option, if available, and COUNTY shall increase COUNTY contributions not to exceed one-half (50%) of the additional payment obligation under the "preferred" rehabilitation plan.

G. Parties agree to construct a "side letter" amendment to this Agreement if needed to comply with Pension Plan requirements.

H. After the first full year of the Agreement is completed, the UNION and COUNTY agree to meet and confer to discuss removal of the indemnification clauses under this section only.

Section 8 - Conversion of Sick Leave to Retirement Credit or Pay-off of Remaining

A. Employees who were employed by the COUNTY as of March 19, 1996, and who have a minimum of ten (10) years of continuous service at the time of separation in good standing from COUNTY employment, shall have the option to be compensated for unused sick hours up to a maximum of 50% of 960 hours and conversion of any remaining hours to PERS retirement; or to convert all unused sick hours to PERS retirement; or any combination thereof.

B. Employees hired after March 19, 1996, shall not have the option of sick leave payoff, but, along with all other current employees, shall have the option of converting all available sick leave hours at the time of retirement from COUNTY service to PERS retirement credit in accordance with Section 29862.8 of the CalPERS Credit for Unused sick Leave.

Section 9 - Reimbursement for Tuition

With prior approval by the Department Head and HR Director, and subsequent to satisfactory completion of a course relating to management or the employee's department, the Employee may submit a claim for reimbursement of tuition and instructional materials. Said reimbursement shall not exceed five hundred dollars (\$500.00) per employee per fiscal year. In the event the approved course is scheduled during the employees' regular work hours, the Department Head may recommend release time for the class provided that, in the Department Head's view, the time off does not unreasonably impact the discharge of the department's duties, functions and/or activities.

Section 10— Y-Rates

Employees occupying certain classifications may have been, or will be during the term of this Agreement, Y-rated. Employees designated for Y-rating shall be given no salary increases in any form including cost of living adjustments until such time as the Y-rates are removed through adjustment to the compensation plan.

Section 11 — Call Back Minimum

Employees who are called back to work at a time they are not scheduled to work shall receive a two (2) hour minimum. The two (2) hour minimum shall not be applicable in the case of an employee called back to work less than two (2) hours from the beginning of the employee's regularly scheduled shift and the time the employee was called out, the employee shall be provided compensation from that time the employee was called out and the beginning of the regular work shift. Compensation for the call back after a shift has been completed shall only take place when an employee is called back after substantially having left the work site.

Section 12— Shift Differential

A. Swing Shifts. Employees who work second (evening) shifts shall receive an additional twenty-five cents (\$.25) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 4:00 p.m. and prior to 12:00 midnight.

B. Night Shifts. Employees who work third (night) shifts shall receive an additional fifty cents (\$.50) per hour compensation. To be eligible for such shift differential, at least fifty percent (50%) of the employee's schedule of regular hours must be after 12:00 midnight and prior to 8:00 a.m.

Section 13 — Standby/On-Call Compensation

In recognition of the U.S. Department of Transportation restrictions placed on employees occupying safety sensitive positions, COUNTY agrees that in storm situations, such employees shall not be expected to volunteer for informal on-call status but will instead be placed on formal standby/on-call status when the need exists. Employees placed on formal standby/on-call status shall be compensated at the rate of Two Dollars and Fifty Cents (\$2.50) per hour. Employees assigned standby/on-call who are called to work at a time when they are not scheduled to work shall be compensated at their regular rate, or at overtime rates, whichever is applicable under the current COUNTY policy for each half hour or major fraction thereof, provided that compensation shall be for a two (2) hour minimum as outlined in Article IV, Section 10 of this Memorandum of Understanding.

Section 14 — Tool Allowance

Employees occupying the classification of Mechanic I, II, III, or Equipment Shop Supervisor shall be provided a tool allowance of Eight Hundred Fifty Dollars (\$850.00) per year paid in semi-annual payments in June and December for replacement of tools and equipment required to perform their jobs. Said allowance to increase at the rate of \$50.00 per year commencing January 1, 2020, to a maximum of \$1,000 per year.

On June 30 of each year, commencing on June 30, 2020, Employees shall provide an annual list of tools to Risk Management which includes the brand, item, description, and serial number (if applicable) of each tool.

COUNTY shall provide tool insurance for employees occupying the classification of Mechanic I, II or III, and Equipment Shop Supervisor insuring against theft, fire and flood of their personal tools required by COUNTY to perform job duties. Claims for losses under this provision shall be according to procedure established by the County Risk Management and shall require a law enforcement report or incident log for any loss claimed.

Section 15 — Clothing Allowance

A. In September of each year, COUNTY agrees to provide five (5) shirts per year to each employee.

B. In December of each year, COUNTY agrees to provide reimbursement of One Hundred Fifty Dollars (\$150.00) per year for purchase of boots.

Section 16 — Commercial Driver's License Incentive

A. COUNTY agrees to pay the Department of Motor Vehicle fee for registration costs for those employees obtaining or renewing a Commercial Driver's License.

B. COUNTY agrees to pay the total cost for DMV Commercial driver's license physical examinations through the County's contracted physicians, or if an employee chooses to use their personal physician, employee will be reimbursed only up to the highest value of the County's physician rate.

C. In addition, COUNTY agrees to provide an additional twenty-five cents (\$.25) per hour incentive for obtaining and/or maintaining a California Class A Driver's License for those employees occupying the classifications for Road Superintendent, Road Maintenance Worker I, II, III, IV, Road Maintenance Lead Worker I, II, Assistant Road Crew Supervisor I, II, Road Maintenance Crew Supervisor II, III, Mechanic I, II, III, Equipment Shop Supervisor, Storekeeper and Storekeeper Sr.

ARTICLE V **LEAVE**

Section 1 — General Provisions

Except as expressly provided herein, the provisions of Article IX, Chapter 2.60 of the Trinity County Code are incorporated by reference.

Section 2 - Compensatory Time

The compensatory time carry-over as provided in the Trinity County Code Chapter 2.60, Article IX, Section 5.80, subsection E, shall be 120 hours from one fiscal year to the next, if the employee notifies the Auditor by the 15th of June. Cash payout for compensatory time off is limited to 20 hours per fiscal year per employee.

Section 3 - Holiday Leave

To earn holiday pay an employee must work the day before and the day after, if scheduled, unless on pre-approved vacation, using pre-approved compensatory time or using sick leave (the Department Head may deny sick pay pending proof of illness).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection A, shall include December 24 (Christmas Eve).

The Holiday Leave as provided in the Trinity County Code Chapter 2.60, Article IX, Section 2.60.530, subsection B, shall be modified as follows:

B. When a holiday as defined in this section falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday as defined in this section falls on a Sunday, the following Monday shall be observed as a holiday.

When December 24 falls on a Friday it shall be observed on the preceding Thursday.

When December 24 falls on a Sunday it shall be observed on the preceding Friday.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

Section 1 -Incorporation of COUNTY Code

Unless expressly provided herein, all the provisions of Article I of chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 — Schedules

The Department Head may assign a flexible work schedule to accommodate seasonal workload. Regular full-time hours shall consist of 80 hours every 2 weeks and 104 holiday hours per year.

Section 3 — Effect of Sick Leave, Vacation Time and Compensatory Time on Overtime

Overtime at time and one-half and/or Compensatory Time at time and one-half shall be earned only after an employee has actually worked 40 hours in a workweek. Vacation time, personal leave, compensatory time taken, holiday time, and/or sick leave will not count toward the overtime calculation. The exception to this section is a Skilled Trades Unit employee asked to work beyond the end of his scheduled shift or called back from a scheduled day off or approved leave, with Department Head approval, will receive time and a half for the day called back or for the hours worked beyond the end of his scheduled shift.

Section 4 – Election of Compensatory Time Off

In the event that overtime is authorized, an employee may decide to take payment at a rate of one and one-half hours for each hour worked or compensatory time off at a rate of one and one-half hours for each hour worked; provided, however, that if sufficient funds are not available in a department, the employee may be requested to work for compensatory time only. If funds are restricted and cannot be used for compensatory time, the Department will solicit volunteers prior to requiring employees to work overtime.

ARTICLE VII **RECRUITMENT, APPLICATION AND SELECTION FOR EMPLOYMENT**

Section 1 – Incorporation of COUNTY Code

Except as to terms expressly provided herein, all the provisions of Article III of Chapter 2.60 of the Trinity County Code are hereby incorporated by reference.

Section 2 – AB 119 Compliance

A. New Employee Orientation

This section shall apply to employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is the exclusively recognized employee organization.

New employee orientation shall occur within thirty (30) days of an employee's hire. The Union will be provided not less than ten (10) calendar days' notice in advance of the time, date and location of the orientation. The Union will be given up to thirty (30) minutes as part of the orientation to present Union membership information.

Attendance of the new employee at the Union portion of the orientation is mandatory. Management representatives will excuse themselves during the Union portion of the orientation. Employee representatives conducting orientation shall be granted paid release to do so, including reasonable travel time if needed.

B. Information Provided to Union

The Employer will provide the Union a digital file via email to the email address designated by the Union containing the following information:

- Name.
- Job title.
- Department.
- Work location.
- Work, home and personal cellular telephone numbers.
- Personal email addresses on file with the Employer.
- Home address.

Such information will be provided as follows:

1. For new hires:
 - Within thirty (30) days of the date of hire.
2. Regularly, for all bargaining unit employees:
 - Quarterly effective October 1, 2017.

Notwithstanding the foregoing, limited to the express purpose of AB 119 requirements only, an employee may opt out via written request to the Employer (copy to the Union) to direct the Employer to withhold disclosure of the employee's:

- Home address.
- Home telephone number.
- Personal cellular telephone number.
- Personal email address.
- Birth date.

ARTICLE VIII
DISCIPLINARY AND GRIEVANCE PROCEDURES

Except as provided in Government Code section 3300 through 3311, all provisions of Article X, section 2.60.610 through 2.60.620 of Chapter 2.60 are hereby incorporated by reference.

An employee shall, with prior approval from their Department Head, be allowed a reasonable amount of time, as determined by their Department Head, to prepare a grievance or disciplinary appeal.

ARTICLE IX
GENERAL PROVISIONS

Section 1 —No Strike Clause

UNION agrees that under no circumstances will UNION recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the UNION take part in, any strike, sit-down, stay-in, sick-out, slow-down, nor to picket in such a manner as to block the entrances to COUNTY buildings, nor to picket with signs dealing with matters agreed to in the current Memorandum of Understanding in any office or department of the Employer, nor to curtail any operation of the COUNTY during the period in which the Parties are meeting and conferring on a successive Memorandum of Understanding, until such time as impasse has been declared and mediation attempts have failed (hereinafter referred to as work stoppage). In the event of any work stoppage, during the term of this Agreement or prior to the declaration of impasse and the failure of mediation attempts, by any member of the UNION, the Employer shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until the work stoppage has ceased.

Section 2 — Violation of Work Stoppage Provision

In the event of any work stoppage during the term of this Memorandum of Understanding whether by the UNION or by any member of the UNION, the UNION, or by its officers, shall immediately declare in writing and publicize to the membership that such work stoppage is a violation of the Memorandum of Understanding and unauthorized, and further direct its members in writing to cease said conduct and resume work. Copies of such written notice shall be served upon the employer. In the event of any work stoppage which the UNION has not authorized, permitted or encourage, UNION shall not be liable for any damages caused by the violation of this provision.

Section 3 – Per Diem Rates

Per Diem shall be granted in accordance with Trinity County Code Section 2.60, Article XII – Travel Policy.

Section 2.60.770 – Travel Reimbursement shall be modified as follows

D. Meal & Incidental Reimbursement

In order to be eligible for breakfast reimbursement, an employee must leave at least two hours before their regular work time. In order to be eligible for dinner reimbursement, an employee

must arrive at their worksite or home at least two hours after their regular work time. An employee eligible for two or three meals on the same day may claim reimbursement for the combined total of each eligible meal (fifty or sixty-five dollars) regardless of the actual number of meals eaten. However, employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee.

2. Meal reimbursements for overnight travel in excess of 24 hours shall be at \$50.00 per day for travel within the following counties:

Alpine	Lake	Shasta
Amador	Lassen	Solano
Butte	Madera	Stanislaus
Calaveras	Merced	Sutter
Colusa	Modoc	Tehama
Del Norte	Plumas	Trinity
El Dorado	San Benito	Tuolumne
Glenn	Sierra	Yuba
Imperial	Siskiyou	

3. Meal reimbursements for overnight travel in excess of 24 hours shall be at \$65.00 per day for travel within the following counties:

Alameda	Mono	San Joaquin
Contra Costa	Monterey	San Luis Obispo
Fresno	Napa	San Mateo
Humboldt	Nevada	Santa Barbara
Inyo	Orange	Santa Clara
Kern	Placer	Santa Cruz
Kings	Riverside	Sonoma
Los Angeles	Sacramento	Tulare
Marin	San Bernardino	Ventura
Mariposa	San Diego	Yolo
Mendocino	San Francisco	

Per-diem localities with county definitions shall include “all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties”.

4. Meal reimbursement shall be at \$65.00 per day for overnight travel outside of the State of California

5. Employees shall not be eligible for reimbursement for meals that are included in the cost of any registration fee (Continental Breakfasts not included). If an employee needs to deduct a meal amount, first determine the location where you will be working on official travel. Find the corresponding amount on the first column of the table (M&IE Total) and then look across

that row for each specific meal deduction amount.

Total	Continental Breakfast/ Breakfast	Lunch	Dinner
\$50.00	\$12.00	\$15.00	\$23.00
\$65.00	\$15.00	\$20.00	\$30.00

All other provisions of Section 2.60 not in conflict with the language of this MOU shall remain unchanged.

Section 4 - Entire Agreement

This is the entire agreement between the parties and sets forth all terms and conditions relating to the respective rights of the parties and supersedes all prior agreements.

Section 5 - Savings Clause

If any Item or Section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other Items and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any Item or Section, the COUNTY and the UNION agree to meet within thirty (30) days for the purpose of renegotiating said Item or Section.

Section 6 - Amendments

The parties may mutually agree to meet and confer on any subject at any time. Any amendment or modification to this Agreement shall be in writing and shall not be effective unless and until signed by the authorized representatives of the parties to this Memorandum.

The parties are not required to meet and confer on any changes to exhibits and appendices which changes are not covered by the Myers Milias-Brown Act.

Section 7 - Compliance with Memorandum

In the event of any violation of the terms of this memorandum, responsible and authorized representatives of the UNION or the employer, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such un-authorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this memorandum shall be subject to discipline up to and including discharge. The employer shall enforce the terms of this Memorandum on the part of its supervisory personnel; the UNION shall enforce the terms of this Memorandum on the part of its members.

Section 8 — Incorporation of County Code

Except as to terms expressly provided herein, all the provisions of articles I through XV of Chapter 2.60 of the Trinity County Code are herein incorporated by reference.

Section 9 —Classification and Compensation Study Issues

If on the date of ratification of this MOU, classification changes have not been approved by the UNION and COUNTY, the COUNTY and UNION agree to meet and confer to discuss classification changes as recommended by Koff and Associates and further agree that these classification changes should not delay implementation of the other terms of this MOU as have been agreed to herein.

Section 10 — Signature Clause

**UNITED PUBLIC EMPLOYEES OF
CALIFORNIA,
LOCAL 792 – TRINITY COUNTY
SKILLED TRADES UNIT**

COUNTY OF TRINITY

Ron Copeland 12/5/19
Ron Copeland - Negotiator Date

Sophia Meyer 12-5-19
Sophia R. Meyer,
Dep. County Counsel
County Negotiator Date

Scott McAllister 12-3-2019
Scott McAllister – Team Member Date

Susie Clayton 12-3-19
Susie Clayton – Team Member Date

Shelly Nelson 11-27-19
Shelly Nelson,
Director of HR
County Negotiator Date

Jonathan Fargo 12-6-19
Jonathan Fargo – Team Member Date

ADOPTED:

Judy Morris 11/19/2019
Judy Morris, CHAIRMAN of the Board of
Supervisors, County of Trinity, State of
California Date

APPROVED AS TO FORM:

Margaret Long 11/19/2019
MARGARET LONG, County Counsel
County of Trinity Date

ATTEST:

Tina Duong 11/19/2019
TINA DUONG, Deputy Clerk of the Board of
Supervisors of the County of Trinity Date

EXHIBIT A
RECOGNITION — SKILLED TRADES

TITLE

Assistant Road Crew Supervisor I
Assistant Road Crew Supervisor II
Engineer, Assistant
Engineer, Junior
Engineer, Senior
Engineering Aide
Engineering Associate I
Engineering Associate II
Engineering Technician I
Engineering Technician II
Engineering Technician III
Environmental Compliance Specialist
Environmental Compliance Specialist Senior
Equipment Shop Supervisor
Mechanic Apprentice
Mechanic I
Mechanic II
Mechanic III
Road Maintenance Crew Supervisor III
Road Maintenance Crew Supervisor II
Road Maintenance Lead Worker II
Road Maintenance Worker I
Road Maintenance Worker II
Road Maintenance Worker III
Road Maintenance Worker IV
Road Maintenance Lead Worker I
Road Maintenance Lead Worker II
Senior Engineering Aide
Senior Traffic Aide
Storekeeper
Storekeeper, Senior
Traffic Aide
Transportation Planning Technician
Transportation Planning Assistant
Transportation Planning Associate
Transportation Planner, Senior

Skilled Trades Unit

Attachment A

Skilled Trades

Title		Current			7/1/2019			7/1/2020			7/1/2021		
		Salary Schedule	A Step	Hourly Rate	% Increase	Salary Schedule	A Step	Hourly Rate	% Increase	Salary Schedule	A Step	Hourly Rate	% Increase
Engineering Tech	III	T208	\$ 3,946.86	\$ 22.77	3.0%	T211	\$ 4,066.46	\$ 23.46	3.0%	T214	\$ 4,189.67	\$ 24.17	3.0%
Engineering Tech	II	T198	\$ 3,573.03	\$ 20.61	3.0%	T201	\$ 3,681.28	\$ 21.23	3.0%	T204	\$ 3,792.84	\$ 21.88	3.0%
Engineering Tech	I	T188	\$ 3,234.62	\$ 18.66	3.0%	T191	\$ 3,332.64	\$ 19.22	3.0%	T194	\$ 3,433.59	\$ 19.80	3.0%
Engineering Aide	Senior	T181	\$ 3,016.97	\$ 17.41	3.0%	T184	\$ 3,108.40	\$ 17.93	3.0%	T187	\$ 3,202.59	\$ 18.47	3.0%
Engineering Aide	I	T171	\$ 2,731.23	\$ 15.75	3.0%	T174	\$ 2,813.98	\$ 16.23	3.0%	T177	\$ 2,899.26	\$ 16.72	3.0%
Associate Engineer	II	T242	\$ 5,535.82	\$ 31.93	3.0%	T245	\$ 5,703.58	\$ 32.90	3.0%	T248	\$ 5,876.38	\$ 33.90	3.0%
Associate Engineer	I	T232	\$ 5,011.48	\$ 28.91	3.0%	T235	\$ 5,163.35	\$ 29.78	3.0%	T238	\$ 5,319.81	\$ 30.69	3.0%
Engineer	Assistant	T213	\$ 4,148.18	\$ 23.93	3.0%	T216	\$ 4,273.91	\$ 24.65	3.0%	T219	\$ 4,403.40	\$ 25.40	3.0%
Engineer	Junior	T203	\$ 3,755.28	\$ 21.66	3.0%	T206	\$ 3,869.09	\$ 22.32	3.0%	T209	\$ 3,986.65	\$ 22.99	3.0%
Environmental Compliance Specialist	Senior	T232	\$ 5,011.48	\$ 28.91	4.0%	T236	\$ 5,214.97	\$ 30.08	4.0%	T240	\$ 5,426.73	\$ 31.30	4.0%
Environmental Compliance Specialist		T223	\$ 4,582.20	\$ 26.43	4.0%	T227	\$ 4,768.26	\$ 27.50	4.0%	T231	\$ 4,961.86	\$ 28.62	4.0%
Equipment Shop Supervisor		T208	\$ 3,946.86	\$ 22.77	5.0%	T213	\$ 4,148.18	\$ 23.93	5.0%	T218	\$ 4,359.80	\$ 25.15	1.0%
Mechanic	III	T193	\$ 3,399.61	\$ 19.61	5.0%	T198	\$ 3,573.03	\$ 20.61	5.0%	T203	\$ 3,755.28	\$ 21.66	1.0%
Mechanic	II	T183	\$ 3,077.64	\$ 17.75	5.0%	T188	\$ 3,234.62	\$ 18.66	5.0%	T193	\$ 3,399.61	\$ 19.61	1.0%
Mechanic	I	T173	\$ 2,786.11	\$ 16.07	5.0%	T178	\$ 2,928.25	\$ 16.89	5.0%	T183	\$ 3,077.64	\$ 17.75	1.0%
Mechanic	Apprentice	T159	\$ 2,423.84	\$ 13.98	5.0%	T164	\$ 2,547.48	\$ 14.69	5.0%	T169	\$ 2,677.40	\$ 15.44	1.0%
Road Maintenance Crew Supervisor/Combined Crews	III	T215	\$ 4,231.58	\$ 24.41	6.0%	T221	\$ 4,491.93	\$ 25.91	5.0%	T226	\$ 4,721.04	\$ 27.23	5.0%
Road Maintenance Crew Supervisor/Combined Crews	II	T203	\$ 3,755.28	\$ 21.66	6.0%	T209	\$ 3,986.65	\$ 22.99	5.0%	T214	\$ 4,189.67	\$ 24.17	5.0%
Road Maintenance Lead Worker	II	T186	\$ 3,170.88	\$ 18.29	6.0%	T192	\$ 3,365.96	\$ 19.41	5.0%	T197	\$ 3,537.65	\$ 20.40	5.0%
Road Maintenance Lead Worker	I	T176	\$ 2,870.54	\$ 16.56	6.0%	T182	\$ 3,047.15	\$ 17.57	5.0%	T187	\$ 3,202.59	\$ 18.47	5.0%
Road Maintenance Worker	IV	T181	\$ 3,016.97	\$ 17.41	6.0%	T187	\$ 3,202.59	\$ 18.47	5.0%	T192	\$ 3,365.96	\$ 19.41	5.0%
Road Maintenance Worker	III	T171	\$ 2,731.23	\$ 15.75	6.0%	T177	\$ 2,899.26	\$ 16.72	5.0%	T182	\$ 3,047.15	\$ 17.57	5.0%
Road Maintenance Worker	II	T161	\$ 2,472.54	\$ 14.26	6.0%	T167	\$ 2,624.63	\$ 15.14	5.0%	T172	\$ 2,758.52	\$ 15.91	5.0%
Road Maintenance Worker	I	T151	\$ 2,238.36	\$ 12.91	6.0%	T157	\$ 2,376.08	\$ 13.70	5.0%	T162	\$ 2,497.29	\$ 14.40	5.0%
Storekeeper	Senior	T176	\$ 2,870.54	\$ 16.56	4.0%	T180	\$ 2,987.11	\$ 17.23	4.0%	T184	\$ 3,108.40	\$ 17.93	4.0%
Storekeeper		T166	\$ 2,598.67	\$ 14.99	4.0%	T170	\$ 2,704.17	\$ 15.60	4.0%	T174	\$ 2,813.98	\$ 16.23	4.0%
Traffic Aide	Senior	T181	\$ 3,016.97	\$ 17.41	3.0%	T184	\$ 3,108.40	\$ 17.93	3.0%	T187	\$ 3,202.59	\$ 18.47	3.0%
Traffic Aide		T171	\$ 2,731.23	\$ 15.75	3.0%	T174	\$ 2,813.98	\$ 16.23	3.0%	T177	\$ 2,899.26	\$ 16.72	3.0%
Transportation Planner	Senior	T208	\$ 3,946.86	\$ 22.77	4.0%	T212	\$ 4,107.12	\$ 23.69	4.0%	T216	\$ 4,273.91	\$ 24.65	4.0%
Transportation Planning	Associate	T198	\$ 3,573.03	\$ 20.61	4.0%	T202	\$ 3,718.09	\$ 21.45	4.0%	T206	\$ 3,869.09	\$ 22.32	4.0%
Transportation Planning	Assistant	T188	\$ 3,234.62	\$ 18.66	4.0%	T192	\$ 3,365.96	\$ 19.41	4.0%	T196	\$ 3,502.64	\$ 20.20	4.0%
Transportation Planning	Technician	T171	\$ 2,731.23	\$ 15.75	4.0%	T175	\$ 2,842.13	\$ 16.39	4.0%	T179	\$ 2,956.47	\$ 17.05	4.0%
Assistant Road Crew Supervisor	I												
Assistant Road Crew Supervisor	II												

Skilled Trades

Title		Current			7/1/2022			7/1/2023			7/1/2024			C&C +/-	80% C&C			
		Salary Schedule	A Step	Hourly Rate	% Increase	Salary Schedule	A Step	Hourly Rate	% Increase	Salary Schedule	A Step	Hourly Rate	% Increase			Salary Schedule	A Step	Hourly Rate
Engineering Tech	III	T208	\$ 3,946.86	\$ 22.77	1.0%	T218	\$ 4,359.80	\$ 25.15	1.0%	T219	\$ 4,403.40	\$ 25.40	1.0%	T220	\$ 4,447.45	\$ 25.66	-14.4%	-11.52%
Engineering Tech	II	T198	\$ 3,573.03	\$ 20.61	1.0%	T208	\$ 3,946.86	\$ 22.77	1.0%	T209	\$ 3,986.65	\$ 22.99	1.0%	T210	\$ 4,026.21	\$ 23.22	-14.4%	-11.52%
Engineering Tech	I	T188	\$ 3,234.62	\$ 18.66	1.0%	T198	\$ 3,573.03	\$ 20.61	1.0%	T199	\$ 3,608.75	\$ 20.81	1.0%	T200	\$ 3,644.82	\$ 21.02	-14.4%	-11.52%
Engineering Aide	Senior	T181	\$ 3,016.97	\$ 17.41	1.0%	T191	\$ 3,332.64	\$ 19.22	1.0%	T192	\$ 3,365.96	\$ 19.41	1.0%	T193	\$ 3,399.61	\$ 19.61	-14.4%	-11.52%
Engineering Aide	I	T171	\$ 2,731.23	\$ 15.75	1.0%	T181	\$ 3,016.67	\$ 17.40	1.0%	T182	\$ 3,047.15	\$ 17.57	1.0%	T183	\$ 3,077.64	\$ 17.75	-14.4%	-11.52%
Associate Engineer	II	T242	\$ 5,535.82	\$ 31.93	1.0%	T252	\$ 6,115.00	\$ 35.27	0.0%	T252	\$ 6,115.00	\$ 35.27	0.0%	T252	\$ 6,115.00	\$ 35.27	-11.9%	-9.52%
Associate Engineer	I	T232	\$ 5,011.48	\$ 28.91	1.0%	T242	\$ 5,535.82	\$ 31.93	0.0%	T242	\$ 5,535.82	\$ 31.93	0.0%	T242	\$ 5,535.82	\$ 31.93	-11.9%	-9.52%
Engineer	Assistant	T213	\$ 4,148.18	\$ 23.93	1.0%	T223	\$ 4,582.20	\$ 26.43	0.0%	T223	\$ 4,582.20	\$ 26.43	0.0%	T223	\$ 4,582.20	\$ 26.43	-11.9%	-9.52%
Engineer	Junior	T203	\$ 3,755.28	\$ 21.66	1.0%	T213	\$ 4,148.18	\$ 23.93	0.0%	T213	\$ 4,148.18	\$ 23.93	0.0%	T213	\$ 4,148.18	\$ 23.93	-11.9%	-9.52%
Environmental Compliance Specialist	Senior	T232	\$ 5,011.48	\$ 28.91	1.0%	T245	\$ 5,703.58	\$ 32.90	1.0%	T246	\$ 5,760.60	\$ 33.23	1.0%	T247	\$ 5,818.20	\$ 33.56	-18.7%	-14.96%
Environmental Compliance Specialist		T223	\$ 4,582.20	\$ 26.43	1.0%	T236	\$ 5,214.97	\$ 30.08	1.0%	T237	\$ 5,267.12	\$ 30.38	1.0%	T238	\$ 5,319.81	\$ 30.69	-18.7%	-14.96%
Equipment Shop Supervisor		T208	\$ 3,946.86	\$ 22.77	1.0%	T220	\$ 4,447.45	\$ 25.66	1.0%	T221	\$ 4,491.93	\$ 25.91	1.0%	T222	\$ 4,536.85	\$ 26.17	-17.0%	-13.60%
Mechanic	III	T193	\$ 3,399.61	\$ 19.61	1.0%	T205	\$ 3,830.79	\$ 22.10	1.0%	T206	\$ 3,869.09	\$ 22.32	1.0%	T207	\$ 3,907.77	\$ 22.54	-17.0%	-13.60%
Mechanic	II	T183	\$ 3,077.64	\$ 17.75	1.0%	T195	\$ 3,467.95	\$ 20.00	1.0%	T196	\$ 3,502.64	\$ 20.20	1.0%	T197	\$ 3,537.65	\$ 20.40	-17.0%	-13.60%
Mechanic	I	T173	\$ 2,786.11	\$ 16.07	1.0%	T185	\$ 3,139.47	\$ 18.11	1.0%	T186	\$ 3,170.88	\$ 18.29	1.0%	T187	\$ 3,202.59	\$ 18.47	-17.0%	-13.60%
Mechanic	Apprentice	T159	\$ 2,423.84	\$ 13.98	1.0%	T171	\$ 2,731.23	\$ 15.75	1.0%	T172	\$ 2,758.52	\$ 15.91	1.0%	T173	\$ 2,786.11	\$ 16.07	-17.0%	-13.60%
Road Maintenance Crew Supervisor/Combined Crews	III	T215	\$ 4,231.58	\$ 24.41	4.0%	T235	\$ 5,163.35	\$ 29.78	3.0%	T238	\$ 5,319.81	\$ 30.69	3.0%	T241	\$ 5,481.01	\$ 31.62	-32.7%	-26.16%
Road Maintenance Crew Supervisor/Combined Crews	II	T203	\$ 3,755.28	\$ 21.66	4.0%	T223	\$ 4,582.20	\$ 26.43	3.0%	T226	\$ 4,721.04	\$ 27.23	3.0%	T229	\$ 4,864.09	\$ 28.06	-32.7%	-26.16%
Road Maintenance Lead Worker	II	T186	\$ 3,170.88	\$ 18.29	4.0%	T206	\$ 3,869.09	\$ 22.32	3.0%	T209	\$ 3,986.35	\$ 22.99	3.0%	T212	\$ 4,107.12	\$ 23.69	-32.7%	-26.16%
Road Maintenance Lead Worker	I	T176	\$ 2,870.54	\$ 16.56	4.0%	T196	\$ 3,502.64	\$ 20.20	3.0%	T199	\$ 3,608.75	\$ 20.81	3.0%	T202	\$ 3,718.09	\$ 21.45	-32.7%	-26.16%
Road Maintenance Worker	IV	T181	\$ 3,016.97	\$ 17.41	4.0%	T201	\$ 3,681.28	\$ 21.23	3.0%	T204	\$ 3,792.84	\$ 21.88	3.0%	T207	\$ 3,907.77	\$ 22.54	-32.7%	-26.16%
Road Maintenance Worker	III	T171	\$ 2,731.23	\$ 15.75	4.0%	T191	\$ 3,332.64	\$ 19.22	3.0%	T194	\$ 3,433.59	\$ 19.80	3.0%	T197	\$ 3,537.65	\$ 20.40	-32.7%	-26.16%
Road Maintenance Worker	II	T161	\$ 2,472.54	\$ 14.26	4.0%	T181	\$ 3,016.67	\$ 17.40	3.0%	T184	\$ 3,108.40	\$ 17.93	3.0%	T187	\$ 3,202.59	\$ 18.47	-32.7%	-26.16%
Road Maintenance Worker	I	T151	\$ 2,238.36	\$ 12.91	4.0%	T171	\$ 2,731.23	\$ 15.75	3.0%	T174	\$ 2,813.98	\$ 16.23	3.0%	T177	\$ 2,899.26	\$ 16.72	-32.7%	-26.16%
Storekeeper	Senior	T176	\$ 2,870.54	\$ 16.56	3.0%	T191	\$ 3,332.64	\$ 19.22	2.0%	T193	\$ 3,399.61	\$ 19.61	2.0%	T195	\$ 3,467.95	\$ 20.00	-23.6%	-18.88%
Storekeeper		T166	\$ 2,598.67	\$ 14.99	3.0%	T181	\$ 3,016.67	\$ 17.40	2.0%	T183	\$ 3,077.64	\$ 17.75	2.0%	T185	\$ 3,139.47	\$ 18.11	-23.6%	-18.88%
Traffic Aide	Senior	T181	\$ 3,016.97	\$ 17.41	1.0%	T191	\$ 3,332.64	\$ 19.22	1.0%	T192	\$ 3,365.96	\$ 19.41	1.0%	T193	\$ 3,399.61	\$ 19.61	-14.4%	-11.52%
Traffic Aide		T171	\$ 2,731.23	\$ 15.75	1.0%	T181	\$ 3,016.67	\$ 17.40	1.0%	T182	\$ 3,047.15	\$ 17.57	1.0%	T183	\$ 3,077.64	\$ 17.75	-14.4%	-11.52%
Transportation Planner	Senior	T208	\$ 3,946.86	\$ 22.77	4.0%	T224	\$ 4,628.02	\$ 26.70	4.0%	T228	\$ 4,815.94	\$ 27.78	2.0%	T230	\$ 4,912.75	\$ 28.34	-27.8%	-22.23%
Transportation Planning	Associate	T198	\$ 3,573.03	\$ 20.61	4.0%	T214	\$ 4,489.67	\$ 24.17	4.0%	T218	\$ 4,359.80	\$ 25.15	2.0%	T220	\$ 4,447.45	\$ 25.66	-27.8%	-22.23%
Transportation Planning	Assistant	T188	\$ 3,234.62	\$ 18.66	4.0%	T204	\$ 3,792.84	\$ 21.88	4.0%	T208	\$ 3,946.86	\$ 22.77	2.0%	T210	\$ 4,026.21	\$ 23.22	-27.8%	-22.23%
Transportation Planning	Technician	T171	\$ 2,731.23	\$ 15.75	4.0%	T187	\$ 3,202.59	\$ 18.47	4.0%	T191	\$ 3,332.64	\$ 19.22	2.0%	T193	\$ 3,399.61	\$ 19.61	-27.8%	-22.23%
Assistant Road Crew Supervisor	I																	
Assistant Road Crew Supervisor	II																	

STATE OF CALIFORNIA)
) ss
COUNTY OF TRINITY)

Pursuant to the agenda, the Honorable Board of Supervisors of the County of Trinity, met in Regular Session the 19th day of November, 2019 at 9:00 a.m., there being present Supervisors: Keith Groves, John Fenley, Jeremy Brown, Bobbi Chadwick and Judy Morris.

Human Resources

2.6 Approved a Master Memorandum of Understanding with the Trinity County Skilled Trades' Unit.
Subject to routing as to form and content.

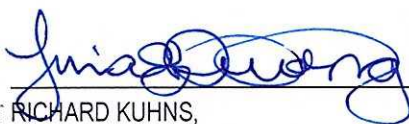
Motion: John Fenley **Second:** Keith Groves **Carried**

Ayes: Brown, Chadwick, Fenley, Groves, Morris

STATE OF CALIFORNIA)
) ss
COUNTY OF TRINITY)

I, Richard Kuhns, Clerk of the Board of Supervisors, do hereby certify the foregoing to be a true and correct copy of the Portion of Proceedings held on the 19th day of November, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors of Trinity County this 19th day of December 2019.


for RICHARD KUHNS,
Clerk of the Board of Supervisors,
County of Trinity,
State of California

2.60.360 - Position allocation and reallocation.

- A. The board of supervisors shall have sole authority to allocate and reallocate positions as they are found to exist in the work unit.
- B. The personnel officer when reviewing allocation and reallocation requests shall:
 - 1. Review existing classes to identify the class which most adequately embraces the major characteristics of the position to be allocated or reallocated, if such a class exists, and discuss the position with the appropriate supervisor and/or department head.
 - 2. Consider relevant position characteristics in respect to the position, such as:
 - a. Tasks assigned to the position;
 - b. Work objectives and purposes of the position;
 - c. Levels of authority and responsibility involved in the position;
 - d. Exercise of discretion and judgment required by the position;
 - e. Supervision of the position;
 - f. Management of work processes and programs;
 - g. Types and levels of knowledge and skill required for satisfactory performance; and
 - h. Typical types and minimum levels of training and/or experience required for acceptable performance upon appointment to the position.
 - 3. Discuss the matter with the appropriate department head and the employee's bargaining unit representative of the appointed bargaining unit when a position is being considered for downgrading.
- C. The information as outlined in subsection B of this section of this chapter shall be presented to the board by the personnel officer for consideration and approval by a majority vote.
- D. Upon completion of the position allocation or reallocation process, the personnel officer shall provide notification to the appropriate department of any changes in classification.
- E. Upon reallocation of a filled position, the incumbent must submit evidence of qualifying experience and/or education to the personnel officer within five working days after notice of the reclassification in order to remain in the new class.
- F. The effective date of an allocation or reallocation shall correspond with the first pay period following approval, or on the date specified by the board of supervisors.
- G. Nothing in this section shall be construed to limit the authority of the board of supervisors to allocate and reallocate positions as they see fit and to follow such procedures as they deem appropriate.

(Ord. 1087 §1(part), 1986)

Side Letter of Agreement

County of Trinity
And
Trinity County Skilled Trades Unit, UPEC Local 792

September 21, 2021

WHEREAS, the Skilled Trades Unit MOU adopted by the Board of Supervisors on November 19, 2019, contained an Attachment A, which detailed the salary raises from 7-1-2019 through 7-1-2024; and

WHEREAS, after negotiating revisions in classification job duties, Attachment A is hereby revised as agreed to by the County of Trinity and the Trinity County Skilled Trades Unit, UPEC Local 792. Attachment A details an additional percentage increase for all classifications within the Skilled Trades Unit and it is agreed that upon receiving these raises, the Unit and County will no longer utilize the Koff and Associates Classification and Compensation Study from 2015 for negotiation purposes. Attachment B details where each employee shall be placed within each classification and range on the salary schedule as of the date of ratification of this side letter agreement. Step placement and advancement within the salary ranges for all employees shall be in accordance with their current anniversary dates pursuant to County Code section 2.60.430 – Salary surveys; and

WHEREAS, the parties further negotiated that incumbents hired in the Classifications of Road Maintenance Worker I before the date of ratification of the new classifications shall not be required to obtain a Class “B” license in order to maintain their employment. However, any employee hired after the date of ratification of the classifications into the classification of Road Maintenance Worker I will have 12 months in which to obtain the Class “B” license as required by the job description; and

WHEREAS, the parties additionally discussed that the Road Maintenance Lead Worker and Road Maintenance Foreman shall be entitled to the Class “A” license incentive pay regardless of the fact that their job description requires this as a part of their normal duties as well as classifications who maintain the license receiving the incentive; and

THEREFORE, The County of Trinity (County) and Trinity County Skilled Trades Unit (Union) enter into this Side Letter of Agreement and hereby agree to the following:

Skilled Trades Unit Attachment A, as revised shall be incorporated into the current Skilled Trades Unit MOU by this side letter. These raises shall be effective as of September 16, 2021, so long as they are ratified by the Board of Supervisors and the Union.

Skilled Trades Unit Attachment B, as presented, shall be incorporated into the current Skilled Trades Unit MOU by this side letter. These modifications shall be effective as of September 16, 2021, so long as they are ratified by the Board of Supervisors and the Union.

All attached job classification series are agreed to as presented and shall be effective on the date of ratification of this side letter.

The following job classifications shall be eliminated: Engineering Tech III, Environmental Compliance Specialist Senior, Transportation Planning Assistant, Transportation Planning Associate, Road Maintenance Worker IV, Road Maintenance Lead Worker II, Road Maintenance Crew Supervisor II/III, Senior Engineering Aide, Senior Traffic Aide, Traffic Aide, Storekeeper, Storekeeper Senior, Mechanic Apprentice, Equipment Shop Supervisor, Assistant Road Crew Supervisor I/II, Engineer Junior, and Engineer Senior.

The Environmental Compliance Specialist Series can be used as a County-wide classification in any department.

Incumbents employed as Road Maintenance Worker I before the date of ratification of this side letter shall not be required to obtain a Class "B" license in order to maintain their employment. However, any employee hired after the date of ratification of this side letter into the classification of Road Maintenance Worker I will have 12 months in which to obtain the Class "B" license as required by the job description or they shall be subject to termination for not meeting minimum requirements.

Road Maintenance Lead Worker and Road Maintenance Foreman shall be entitled to the Class "A" license incentive pay regardless of the fact that their job description requires this as a part of their normal duties. The Class "A" license incentive pay shall be increased to an additional 5% of base pay upon ratification for all Skilled Trades classifications who maintain the Class "A" license. Only classifications whose job description requires a Class "A" license or those listed in the MOU Article 4, Section 16, including but not limited to the reclassified titles, will be eligible for County payment of the physician examination and license costs.

IT IS SO AGREED:

Ron Copeland 8/30/21
Ron Copeland, Date
Lead Negotiator UPEC Local 792

Sophia R. Meyer, Date
Lead Negotiator for County

ADOPTED:

JEREMY BROWN, CHAIR Date
of the Board of Supervisors,
County of Trinity, State of California

ATTEST:

APPROVED AS TO FORM:

EMMA PURVIS, Deputy, Clerk of Date
the Board of Supervisors of the
County of Trinity, State of California

MARGARET E. LONG, County Counsel
County of Trinity, State of California

Skilled Trades - Side Letter Attachment A - Effective 9-16-2021

					Current			7/1/2022	7/1/2023	7/1/2024	
Title		Salary Schedule	A Step	Hourly Rate	Additional %	Step on Implementation	% Increase	% Increase	% Increase	C&C +/-	
ENGINEERING-PLANNING											
Engineering Tech	II	T207	\$ 47,597.64	\$ 22.88	2.40%	T210	1.0%	1.0%	1.0%	-14.4%	
Engineering Tech	I	T197	\$ 43,089.52	\$ 20.72	2.40%	T200	1.0%	1.0%	1.0%	-14.4%	
Engineering Aide	II	T190	\$ 40,190.37	\$ 19.63	2.40%	T193	1.0%	1.0%	1.0%	-14.4%	
Engineering Aide	I	T180	\$ 36,383.82	\$ 17.49	2.40%	T183	1.0%	1.0%	1.0%	-14.4%	
Associate Engineer	II	T251	\$ 73,743.86	\$ 35.45	1.90%	T253	1.0%	0.0%	0.0%	-11.9%	
Associate Engineer	I	T241	\$ 66,759.35	\$ 32.10	1.90%	T243	1.0%	0.0%	0.0%	-11.9%	
Assistant Engineer	II	T222	\$ 55,259.38	\$ 26.57	1.90%	T224	1.0%	0.0%	0.0%	-11.9%	
Assistant Engineer	I	T212	\$ 50,025.60	\$ 24.05	1.90%	T214	1.0%	0.0%	0.0%	-11.9%	
Environmental Compliance Specialist	II	T244	\$ 68,782.23	\$ 33.07	3.70%	T249	1.0%	1.0%	1.0%	-18.7%	
Environmental Compliance Specialist	I	T235	\$ 62,890.33	\$ 30.24	3.70%	T239	1.0%	1.0%	1.0%	-18.7%	
Transportation Planner	Senior	T220	\$ 54,170.55	\$ 26.04	5.40%	T229	4.0%	4.0%	2.0%	-27.8%	
Transportation Planner	II	T210	\$ 49,039.89	\$ 23.58	5.40%	T219	4.0%	4.0%	2.0%	-27.8%	
Transportation Planner	I	T200	\$ 44,395.18	\$ 21.34	5.40%	T209	4.0%	4.0%	2.0%	-27.8%	
Transportation Planning Tecnician	II	T193	\$ 41,408.18	\$ 19.91	5.40%	T199	4.0%	4.0%	2.0%	-27.8%	
Transportation Planning Tecnician	I	T183	\$ 37,486.29	\$ 18.02	5.40%	T189	4.0%	4.0%	2.0%	-27.8%	
ROAD MAINTENANCE											
Road Maintenance Foreman		T219	\$ 53,634.21	\$ 25.79	6.70%	T231	4.0%	3.0%	3.0%	-32.7%	
Road Maintenance Worker	Lead	T197	\$ 43,089.52	\$ 20.72	6.70%	T210	4.0%	3.0%	3.0%	-32.7%	
Road Maintenance Worker	III	T187	\$ 39,008.38	\$ 18.75	6.70%	T194	4.0%	3.0%	3.0%	-32.7%	
Road Maintenance Worker	II	T177	\$ 35,313.78	\$ 16.98	6.70%	T184	4.0%	3.0%	3.0%	-32.7%	
Road Maintenance Worker	I	T167	\$ 31,969.10	\$ 15.37	6.70%	T174	4.0%	3.0%	3.0%	-32.7%	
SHOP											
Equipment Shop Foreman		T219	\$ 53,634.21	\$ 25.79	3.00%	T231	1.0%	1.0%	1.0%	-17.0%	
Mechanic	Lead	T207	\$ 47,597.64	\$ 22.88	3.00%	T217	1.0%	1.0%	1.0%	-17.0%	
Mechanic	III	T204	\$ 46,197.80	\$ 22.21	3.00%	T207	1.0%	1.0%	1.0%	-17.0%	
Mechanic	II	T194	\$ 41,822.26	\$ 20.11	3.00%	T197	1.0%	1.0%	1.0%	-17.0%	
Mechanic	I	T184	\$ 37,861.15	\$ 18.20	3.00%	T187	1.0%	1.0%	1.0%	-17.0%	
Parts & Service Technician	II	T188	\$ 39,398.47	\$ 18.94	4.60%	T193	3.0%	2.0%	2.0%	-23.6%	
Parts & Service Technician	I	T178	\$ 35,666.92	\$ 17.15	4.60%	T183	3.0%	2.0%	2.0%	-23.6%	

Skilled Trades Unit - Side Letter Attachment B - Range Changes - Effective 9/16/2021

Employee ID	7-1-21 Classification	7-1-21 Salary Range	9-16-21 Classification	9-16-21 Salary Range
01272	Associate Engineer II	T251	Associate Engineer II	T253
01421	Mechanic III	T204	Lead Mechanic	T217
01226	Senior Traffic Aide	T190	Engineering Technician I	T200
02355	Environmental Compliance Specialist Sr	T244	Environmental Compliance Specialist II	T249
02123	Road Maintenance Crew Supervisor II	T219	Road Maintenance Foreman	T231
01988	Road Maintenance Worker IV	T197	Road Maintenance Lead Worker	T210
02553	Engineering Aide	T180	Engineering Aide I	T183
01559	Road Maintenance Crew Supervisor II	T219	Road Maintenance Foreman	T231
02434	Road Maintenance Worker II	T177	Road Maintenance Worker II	T184
02386	Mechanic I	T184	Mechanic I	T187
00543	Engineering Technician I	T197	Engineering Technician I	T200
01374	Senior Storekeeper	T188	Parts & Service Technician II	T193
01526	Road Maintenance Worker III	T187	Road Maintenance Worker III	T194
00845	Equipment Shop Supervisor	T219	Equipment Shop Foreman	T231
01765	Road Maintenance Worker IV	T197	Road Maintenance Lead Worker	T210
01499	Road Maintenance Worker IV	T197	Road Maintenance Lead Worker	T210
02387	Road Maintenance Worker I	T167	Road Maintenance Worker I	T174
02444	Transportation Planner Technician	T183	Transportation Planner Technician I	T189
02429	Road Maintenance Worker III	T187	Road Maintenance Worker III	T194
02343	Road Maintenance Worker I	T167	Road Maintenance Worker I	T174
01768	Mechanic III	T204	Mechanic III	T207
02592	Associate Transportation Planner	T210	Transportation Planner Senior	T229
02402	Road Maintenance Worker III	T187	Road Maintenance Worker III	T194



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ASSISTANT ENGINEER I/II

DEFINITION

Under general supervision or direction, performs a wide variety of professional and technical engineering field and office work in the design and construction of County and Department of Transportation facilities and projects; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from higher level management or supervisory staff. Exercises no supervision over staff.

CLASS CHARACTERISTICS

Assistant Engineer I: This is the entry-level and first working level in the professional Engineer class series. Incumbents perform a variety of office and field engineering and surveying work. Incumbents are normally considered to be in a training and learning status. Many assignments may be performed in a learning capacity, while an incumbent becomes familiar with County and Department of Transportation operations and engineering functions. Many of the assignments are similar to those of more advanced engineer classifications. This class is distinguished from more advanced engineer classifications by performing a narrower range of work and requiring less engineering experience and expertise. When sufficient job knowledge and work skills have been demonstrated, an incumbent may be promoted to the Assistant Engineer II level.

Assistant Engineer II: This is the second-level class in this professional Engineer series. Incumbents perform a variety of office and field engineering and surveying work. Incumbents perform a variety of professional engineering functions in support of Transportation department operations and design and construction functions. This class is distinguished from Assistant Engineer I by performing a broader range of assignments and requiring more engineering experience and expertise. It is distinguished from Associate Engineer I/II by the fact that Associate Engineer I/II requires full registration as a professional Engineer.

The positions in the Assistant Engineer I/II class series are flexibly staffed and positions at the Assistant Engineer II level are normally filled by advancement from the Assistant Engineer I level; progression to the Assistant Engineer II level is subject to (i) the incumbent meeting the minimum qualifications for the classification including possession of the California Engineer in Training (EIT) certificate or possession of an engineering degree; (ii) satisfactory work performance; (iii) management affirmation that the incumbent is performing the full range of duties assigned to the class; and (iv) management approval for progression to the Assistant Engineer II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Incumbents at the Assistant Engineer I and II levels may perform some of these duties in a learning capacity.

- Assists with the development of engineering plans and specifications for County and Department of Transportation roads, storm drain, bridge, and transportation facility projects.
- Researches project design requirements; performs complex calculations and prepares estimates of time and materials costs.
- Performs Auto CAD mapping and drafting work; orders survey, mapping, and data collection for a variety of projects.
- Reviews and checks completed work performed by engineering technical support staff; assists with developing solutions to a variety of engineering problems.
- Researches publications and sources for information to be incorporated into projects; develops revised design and construction standards for County and Department of Transportation facilities and appurtenances.
- Investigates field problems affecting property owners and contractors; prepares cost estimates and feasibility reports for projects; administers contracts for construction projects; participates in plan checks and reviews for private development.
- Prepares special engineering studies and projects; assists with review of work performed by engineering consultants; coordinates projects with other County Departments and agencies.
- Performs related duties as required.

QUALIFICATIONS

Knowledge of:

Positions at the Assistant Engineer I and II levels may exercise some knowledge and skill statements in a learning capacity.

- Principles and practices of civil engineering, including project design, development, and construction management.
- Methods, materials, and techniques used in the construction of public works infrastructure civil engineering projects.
- Principles and practices of Capital Improvement Program (CIP) budgeting, cost estimation, funding, project management, and grant and contract administration.
- Principles and practices of public sector procurement and engineering/construction bidding processes.
- Subdivision engineering, plan review, mapping, and construction practices.
- Project management and contract administration principles and techniques.
- Methods and techniques of reviewing land development plans for compliance with engineering standards.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, standards, and procedures relating to civil engineering.

- General design, layout, and construction practices for public improvements such as streets, storm drains, grading, and landscaping.
- Principles of advanced mathematics and their application to engineering work.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safety principles and practices pertaining to the work.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

Positions at the Assistant Engineer I and II levels may exercise some of these ability statements in a learning capacity.

- Apply engineering principles and techniques to evaluate and resolve routine to difficult civil engineering problems.
- Design, prepare, analyze, understand, and interpret engineering drawings, construction plans, specifications, and other contract documents.
- Perform mathematical and engineering computations with precision.
- Perform project management duties including directing the work of project engineers, consultants and contractors, ensuring compliance with project specifications and budget requirements.
- Perform construction management tasks including oversight and verification of all contractor tasks for payment purposes; manages the change order process.
- Conduct comprehensive engineering studies and prepare reports with recommendations.
- Administer contracts for professional services and construction in a public agency setting.
- Conduct complex civil engineering research projects, analyze complex problems, evaluate alternatives, and make sound recommendations.
- Prepare clear, concise, and accurate documentation and correspondence.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Prepare and present clear, concise, and logical written and oral reports, correspondence, policies, procedures, legal descriptions, and other written materials.
- Effectively represent the department and the County in meetings with governmental agencies, community groups, and various business, professional, and regulatory organizations and individuals.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Deal tactfully and effectively with the public, County staff, other agencies, engineering firms, contractors, developers, manufacturers, and others.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Assistant Engineer I: Equivalent to graduation from an accredited four (4) year college or university with major course work in civil engineering or a related engineering field.

Assistant Engineer II: Graduation from college with a degree in Civil Engineering. Two (2) years of professional engineering design, plan review, and project administration experience working at a level equivalent to Trinity County class of Assistant Engineer I. This position is not licensed but has passed the EIT or has a degree. Assistant Engineer I is the same as the Junior Engineer, and Assistant Engineer II is more experienced.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record.
- Possession an Engineer in Training (EIT) certificate within one year of appointment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect County development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and or public or private representatives while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ASSOCIATE ENGINEER I/II

DEFINITION

Under general supervision or direction, performs a wide variety of professional civil engineering field and office work related to transportation and capital improvement operations; prepares specifications and conducts inspections of projects for streets, storm drains, facilities, and related structures; performs office and field work related to transportation studies and multimodal planning; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from higher level management or supervisory staff. Exercises no supervision over staff.

CLASS CHARACTERISTICS

Associate Engineer I: This is the entry-level class in this Engineer series. Initially under close supervision, incumbents learn to perform professional engineering work in land development, traffic engineering, public works infrastructure, and daily departmental operations, in addition to providing project management and administration. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Associate Engineer level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As experience is gained, assignments become more varied and are performed with greater independence.

Associate Engineer II: This is the journey-level class in this Engineer series responsible for performing the full range of professional engineering work in addition to providing project management and administration. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Senior Engineer in that the latter has responsibility for organizing, assigning, supervising, and reviewing the work of staff involved in a major functional area or project/program of the Engineering Division and may exercise supervision lower level staff.

The positions in the Associate Engineer I/II class series are flexibly staffed and positions at the Associate Engineer II level are normally filled by advancement from the Associate Engineer I level; progression to the Associate Engineer II level is subject to (i) the incumbent meeting the minimum qualifications for the classification including licensure as a Professional Civil Engineer; (ii) satisfactory work performance; (iii) management affirmation that the incumbent is performing the full range of duties assigned to the class; and (iv) management approval for progression to the Associate Engineer II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Incumbents at the Associate Engineer I level may perform some of these duties in a learning capacity.

- Performs a wide variety of professional civil engineering field and office work related to transportation and capital improvement operations.
- Investigates field problems affecting property owners, contractors, and maintenance operations; responds to citizen inquiries and complaints.
- Provides information to the public regarding engineering and construction factors/considerations such as grading, encroachment permits, right-of-way and property line information, utility information, slope stability, and groundwater issues.
- Reviews traffic control plans; develops and maintains statistical reporting systems; compiles, analyzes, and interprets data related to traffic conditions; performs speed and traffic surveys and traffic counts; prepares and reviews traffic signal plans, timing plans, and sign and striping plans.
- Reviews plans, tract, and parcel maps and applications for land development projects for conformance to applicable codes, regulations, and ordinances.
- Plans, designs, and inspects all phases of public works projects, including roads, bridges, drainage systems and other County infrastructure; defines the scope of the project, coordinates the RFP and bid process including professional consulting services and contractors; performs budgetary control; directs and inspects the work of contracted or County staff; and ensures all project tasks are compliant with professional engineering standards and County specifications.
- Reviews design and construction plans prepared by consulting engineers and private contractors to verify compliance with County improvement requirements; reports may include, but are not limited to hydrology, geotechnical, environmental, and right of way documents; checks plans and specifications for conformance with professional standards and County standards; participates in pre-design, construction, and utility coordination meetings.
- Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding County development requirements.
- Provides construction administration, management, and inspection of capital projects, including coordinating work with other divisions and County departments, reviewing and inspecting work to ensure conformance with plans and specifications, tracking and maintaining all project accounting, coordinating schedules, and providing public notices of projects.
- Attends meetings, conferences, workshops, and reviews publications to remain current on principles, practices, and new developments in the field of civil engineering.
- Drafts a variety of written communications including analytical reports, correspondence, and revisions to plans, policies and procedures.
- Performs related duties as required.

QUALIFICATIONS

Knowledge of:

Incumbents at the Associate Engineer I level may exercise some knowledge and skill statements in a learning capacity.

- Principles and practices of civil engineering, including project design, development, and construction management.
- Methods, materials, and techniques used in the construction of public works infrastructure civil engineering projects.
- Principles and practices of Capital Improvement Program (CIP) budgeting, cost estimation, funding, project management, and grant and contract administration.
- Principles and practices of public sector procurement and engineering/construction bidding processes.
- Subdivision engineering, plan review, mapping, and construction practices.
- Project management and contract administration principles and techniques.
- Methods and techniques of reviewing land development plans for compliance with engineering standards.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, standards, and procedures relating to civil engineering.
- General design, layout, and construction practices for public improvements such as streets, storm drains, grading, and landscaping.
- Principles of advanced mathematics and their application to engineering work.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safety principles and practices pertaining to the work.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

Incumbents at the Associate Engineer I level may exercise some of these ability statements in a learning capacity.

- Apply engineering principles and techniques to evaluate and resolve routine to difficult civil engineering problems.
- Design, prepare, analyze, understand, and interpret engineering drawings, construction plans, specifications, and other contract documents.
- Perform mathematical and engineering computations with precision.
- Perform project management duties including directing the work of project engineers, consultants and contractors, ensuring compliance with project specifications and budget requirements.
- Perform construction management tasks including oversight and verification of all contractor tasks for payment purposes; manages the change order process.
- Conduct comprehensive engineering studies and prepare reports with recommendations.
- Administer contracts for professional services and construction in a public agency setting.
- Conduct complex civil engineering research projects, analyze complex problems, evaluate alternatives, and make sound recommendations.
- Prepare clear, concise, and accurate documentation and correspondence.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Prepare and present clear, concise, and logical written and oral reports, correspondence, policies, procedures, legal descriptions, and other written materials.

- Effectively represent the department and the County in meetings with governmental agencies, community groups, and various business, professional, and regulatory organizations and individuals.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Deal tactfully and effectively with the public, County staff, other agencies, engineering firms, contractors, developers, manufacturers, and others.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Associate Engineer I/II: Equivalent to graduation from an accredited four (4) year college or university with major course work in civil engineering or a related engineering field.

Associate Engineer I: One (1) year of professional engineering design, plan review, and project administration experience.

Associate Engineer II: Three (3) years of professional engineering design, plan review, and project administration experience, or two (2) years performing professional engineering duties equivalent to the County's Associate Engineer.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record.
- Possession and maintenance of a Registered Professional Civil Engineer license in the State of California.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect County development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and or public or private representatives while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ENGINEERING AIDE I/II

DEFINITION

Under general supervision, performs a variety of office and field tasks in support of the County's engineering programs; performs routine drafting and mapping assignments; assists with the preparation of drawings, plans, and cost estimates for a variety of Transportation Department projects; develops and maintains accurate field notes, records and files; performs a variety of unskilled, semi-skilled and skilled tasks in the installation, maintenance and repair of street signs, road markings, and traffic control devices in the field or in a central shop; to perform traffic and speed studies; to input data into computer programs; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from supervisory or management staff. Exercises no supervision of staff.

CLASS CHARACTERISTICS

Engineering Aide I: This is a journey level classification with responsibility for providing basic office and field support to the County's engineering programs, and a variety of basic tasks in the installation, maintenance and repair of street signs, road markings and traffic control devices as well as filed support work. Incumbents are expected to work independently and exercise judgment and initiative. Positions at this level may receive immediate to general instruction or assistance based on the assigned project, or as new or unusual situations arise and are expected to be fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Engineering Technician class in that the latter performs a higher level of paraprofessional engineering work.

Engineering Aide II: This is the experienced working level for the Engineering Aide I/II class series. Incumbents perform a variety of basic engineering office and filed support work. This class is distinguished from Engineering Aide I by the fact that incumbents at the Engineering Aide II level perform a broader range of assignments, requiring previous experience. This class is distinguished from the Engineering Technician class series by the fact that Engineering Technicians perform a higher level of paraprofessional engineering work. The normal career advancement would be from Engineering Aide II to Engineering Technician I.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Performs a variety of basic engineering office and field tasks in support of the County's engineering programs; areas of responsibility include, but are not limited to, mapping, drafting, and survey party support duties.

- Performs routine drafting and mapping assignments using manual or computer aided methods; receives and researches inquiries regarding property records, maps, plans, and legal descriptions; copies data and prepares notices; scans maps into the computer system.
- Assists with the preparation of drawings, plans, and cost estimates for a variety of Transportation Department projects.
- Serves on a survey party and assists with field surveying work; operates small hand and power tools for cutting vegetation and installing survey stakes and monuments; assists with plotting survey maps and drawings; receives training on surveying equipment and instruments, including transits, total stations, data collectors, levels, site rods, tapes, and chains.
- Develops and maintains accurate field notes, showing lines, angles, distances, benchmarks, mathematical calculations, and other pertinent field survey data; tabulates and plots field data; develops and checks notes, drawings, tracings, and engineering computations.
- Samples and tests soils, aggregates and cement; prepares results for review by engineering staff.
- Receives and responds to a variety of questions from the public regarding Transportation Department functions and activities.
- Perform field work for the Pavement Maintenance Program, implement appropriate traffic signs or markings, and complete traffic control duties.
- Respond to complains from the public related to damaged or missing signs.
- Use appropriate state and county manuals for proper installation of signs and traffic control devises.
- Patrols roads to determine the location of worn out, damaged, and missing signs.
- Maintain a record of placement of all signs, traffic control devices, roadway delineation and pavement markings.
- Perform speed studies.
- Operate traffic counter.
- Cut and dispose of trees and brush.
- Operate hand and power tools for cutting vegetation and installing road signs.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a comprehensive engineering and public works program.
- Basic knowledge of engineering technical support work, including drafting, mapping, and property descriptions.
- Operational characteristics of field surveying equipment.
- Engineering mathematics, including geometry and trigonometry.
- Testing procedures and equipment for construction materials.
- Principles and practices of data collection and analysis.
- Safe work practices.
- Purpose of hand tools, power tools and equipment commonly used to layout, measure, construct, erect, install, repair and maintain road signs, traffic control devises, traffic counters, roadway delineation and pavement marking.
- State Vehicle Code relating to the operating of vehicles up to a 2-ton truck and utility trailer safely on County and State roads.
- Operation and routine maintenance of vehicles, equipment and power tools used.
- Methods and techniques of record keeping and report preparation.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Perform basic engineering office and field support work.
- Comprehend engineering plans and specifications.
- Use drafting materials and equipment.
- Analyze and insure the accuracy of property descriptions.
- Develop accurate records, sketches, and notes.
- Read and interpret maps, drawing, and property documents.
- Make accurate mathematical calculations.
- Safely and effectively use and operate equipment and tools required for the work.
- Prepare clear, concise and accurate reports, records, and other correspondence and documents.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Perform unskilled and semi-skilled tasks in the installation, maintenance and repair of signs, road markings, and traffic control devices.
- Use both non-power hand tools and light to medium heavy power tools efficiently and safely.
- Operate vehicles up to a 2-ton truck with an utility trailer safely on County and State roads.
- Learn to read, understand, and interpret technical manuals and legal documents such as the California Vehicle Code, California Traffic Manual, Manual on Uniform Traffic Control Devices and County Code as they relate to signs, traffic control devices, and roadway markings.
- Understand and carry out oral and written directions.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Engineering Aide I/II: High School Diploma or GED certificate equivalent to the completion of twelfth (12th) grade and two (2) years of basic technical support to an engineering or surveying program.

Prior work experience in performing semi-skilled or skilled maintenance work is desirable.

Engineering Aide II: Three (3) years of previous work experience performing engineering support work at a level equivalent to the Trinity County Engineering Aide I classification.

Licenses and Certifications:

- Possession and maintenance of a valid California Driver's License and a satisfactory driving record.

PHYSICAL DEMANDS

Must possess mobility to work in standard office setting, sit for extended periods, and use standard office equipment, including a computer; strength, stamina, and mobility to work in and around construction locations including traversing uneven terrain, climbing ladders, stairs, and other access points, coordination and stamina to ascend slopes, ability to pull brush and debris for continuous periods, and to operate a motor vehicle to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. The job involves frequent walking in operational areas to conduct site inspection or survey work. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate survey tools and equipment and to work with small hand tools and painting equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work on survey and construction sites. Employees must possess the ability to lift, carry, push, and pull materials, devices and objects up to 50 pounds, or heavier weights with the use of proper equipment or assistance. Ability to drive County vehicles, up to a 2-ton truck with utility body with small utility trailer.

ENVIRONMENTAL ELEMENTS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field where they are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ENGINEERING TECHNICIAN I/II

DEFINITION

Under direction, performs a variety of paraprofessional office and field tasks in support of the County's engineering programs; areas of responsibility include, but are not limited to, traffic engineering, civil engineering, surveying and construction inspection/oversight; serves as Chief of Party for survey crews; prepares a variety of engineering drawings and plans; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from supervisory or management staff. May exercise functional and technical direction over, or training of, assigned project staff.

CLASS CHARACTERISTICS

This is a journey level classification with responsibility for providing paraprofessional support to the County's engineering programs. Incumbents are expected to work independently and exercise judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Engineering Aide class in that the latter performs lower office and field support work.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Employees at the Engineering Technician I and II levels may exercise some of these functions in a learning capacity.

- Performs a variety of technical engineering office and field tasks in support of the County's engineering programs; areas of responsibility include, but are not limited to, traffic engineering, civil engineering, surveying and construction inspection/oversight.
- Provides technical support to traffic and civil engineering projects; develops and maintains files on traffic accidents; reviews subdivision and drainage improvement plans; assists with preparing requests for consultant services; processes encroachment permits in accordance with applicable policies.
- Serves in a lead capacity for a survey party performing a variety of field, construction, right-of-way, topographic, and land surveys; operates a variety of surveying equipment and instruments including transits, total stations, data collectors, levels, site rods, tapes, and chains.

- Develops and maintains accurate field notes, showing lines, angles, distances, benchmarks, mathematical calculations, and other pertinent field survey data; tabulates and plots field data; develops and checks notes, drawings, tracings, and engineering computations.
- Checks and prepares property descriptions; researches recorded documents; performs property and right-of-way surveys; performs and calculates boundary and control surveys.
- Analyzes construction plans and performs construction staking; maintains files indices and files of survey records.
- Performs office technical support; utilizes Computer Aided Design (CAD) software to develop engineering drawings; performs basic contract administration and record keeping; assists with the development of estimates, plans, and specifications for a variety of Transportation Department projects.
- Conducts construction inspection duties to assess workmanship on a variety of public works projects and ensure conformance with established plans and specifications inspects, samples, and tests soils, aggregates, concrete, and asphalt; compiles and prepares results for review by engineering staff.
- Receives and responds to a variety of questions from the public regarding Transportation Department functions and activities.
- Performs Permitting and Encroachment Permitting functions.
- Assist or direct the Engineering Aide and Road Maintenance Workers in the performance of field work for the Pavement Maintenance Program, implementation of appropriate traffic signs or markings, and traffic control duties.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of a comprehensive engineering and public works program.
- Basic fundamentals of civil and traffic engineering.
- Laws and regulations applicable to the Transportation Department functions, including the Subdivision Map Act.
- Topographical and construction survey practices and the operational characteristics of field surveying equipment.
- Engineering mathematics, including geometry and trigonometry.
- Testing procedures and equipment for construction materials.
- Principles and practices of data collection and analysis.
- Principles and practices of contract administration.
- Nomenclature, symbols, methods, practices, techniques, and instruments used in engineering and mapping.
- Operational characteristics of Computer Aided Design (CAD) systems.
- Caltrans Design Manual and Standard Plans and Specifications
- Methods and techniques of record keeping and report preparation.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- Permitting and encroachment permitting functions.

Ability to:

- Perform a variety of paraprofessional, technical engineering office and field support work.
- Serve as chief of a survey crew.
- Reduce, interpret, and apply field notes in the performance of technical engineering and drafting work.
- Comprehend engineering plans and specifications.
- Analyze and insure the accuracy of property descriptions.
- Prepare plans, specifications, and estimates for basic Transportation Department projects.
- Develop accurate records, sketches, and notes.
- Prepare a variety of records and reports.
- Read and interpret maps, drawing, and property documents.
- Make accurate mathematical calculations.
- Safely and effectively use and operate equipment and tools required for the work.
- Prepare clear, concise and accurate reports, records, and other correspondence and documents.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Engineering Technician I: Equivalent to the completion of twelfth (12th) grade supplemented by college level coursework in engineering, surveying, construction management or a related field, and three (3) years of experience providing technical support to an engineering or surveying program; or three (3) years of experience at a level comparable to an Engineering Aide in Trinity County.

Engineering Technician II: In addition to the education and experience required for an Engineering Technician I, four (4) years of previous work experience, performing engineering support work at a level comparable to the Trinity County Engineering Technician I classification.

Licenses and Certifications:

- Possession of a valid California Driver's License and a satisfactory driving record.
- Engineering Technician II: Successful completion of Computer Aided Design (CAD) and engineering road design courses. At the discretion of the Department Head, skills, training and experience may be substituted for the CAD certificate or other coursework in the Engineering Technician II classification.

PHYSICAL DEMANDS

Must possess mobility to work in standard office setting and use standard office equipment, including a computer; strength, stamina, and mobility to work in and around construction locations including

traversing uneven terrain, climbing ladders, stairs, and other access points, and to operate a motor vehicle to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. The job involves frequent walking in operational areas to conduct site inspections and survey work. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate survey tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work on survey and construction sites. Employees must possess the ability to lift, carry, push, and pull materials, devices and objects up to 50 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field where they are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ENVIRONMENTAL COMPLIANCE SPECIALIST I/II

DEFINITION

Under direction, performs a variety of duties in the preparation of documents and/or review of environmental studies for County related projects, land use development, restoration and resource management projects; obtains miscellaneous permits from resources agencies, as required by federal, State, and local environmental regulations; make presentations on environmental compliance issues; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from Department Director, Deputy Director or designated management staff. Exercises no supervision of staff; may provide work coordination for support staff assigned to assist with environmental compliance projects and County permitted projects.

CLASS CHARACTERISTICS

Environmental Compliance Specialist I: This is entry and first working level classification responsible for providing professional support to the County's environmental compliance program. Incumbents have responsibility for performing complex environmental compliance work to facilitate the initiation and completion of County projects and County permitted projects. Some assignments are performed in a training and learning capacity. This class is distinguished from Environmental Compliance Specialist II by the fact that incumbents perform a narrower range of complex assignments, exercising some judgement over environmental issues on an independent basis. Positions at this level receive general direction, instruction or assistance as new or unusual situations arise, are expected to exercise initiative and are expected to be fully aware of the operating procedures and policies of the work unit.

Environmental Compliance Specialist II: This is the fully experienced, advanced working level in the Environmental Compliance Specialist class series. Incumbents have responsibility for performing a broad range of complex environmental compliance work to facilitate the initiation and completion of County projects and County permitted projects. This class is distinguished from Environmental Compliance Specialist I by the fact that incumbents at the II level exercise considerable judgment over environmental issues, perform a broader range of more complex assignments on a more independent basis requiring previous experience. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are expected to be fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

These job functions apply to Environmental Compliance Specialists I/II. Incumbents at the Environmental Compliance Specialist I level may exercise some of these functions in a learning capacity.

- Prepares and/or assists with the preparation and submission of Environmental Checklists and Preliminary Environmental Study Forms, as required by federal, State, and local agencies for the County projects; ensures all appropriate documentation meets requirements for the specific project.
- Solicits consultant services to perform a variety of environmental studies; prepares or assists with the preparation of Requests for Proposals; evaluates consultant submissions and provides recommendation for contract award; assists in developing consultant services agreements and administers completed agreements, including confirmation services are performed and invoice processing based on County, State and Federal guidelines.
- Reviews, analyzes and prepares findings/critiques on environmental studies relevant to assigned project; prepares written responses regarding environmental issues for review and approval by management; ensures compliance with environmental mandates.
- Organizes and/or attends environmental field reviews conducted by federal, State, tribal and local agencies to obtain and provide information on County projects, including independent site inspections of County permitted projects.
- Reviews project scopes and prepares cost estimates for environmental work on County projects; monitors project costing for compliance with cost estimates.
- Develops proactive solutions to environmental issues and regulatory concerns; meets with a variety of public and government agency representatives regarding environmental concerns and issues; attends and participates in public meetings, including Planning Commission and Board of Supervisors meetings, representing the interests of the County Departments.
- Prepares, reviews, and presents Planning Commission and Board of Supervisor staff reports, project updates, and reports on special projects as assigned by the Director, Deputy Director or designated manager.
- Establishes and maintains liaisons among the County Departments and other public and private agencies, community organizations, and professional groups; collaborates with surrounding counties and communities on environmental compliance issues.
- Prepares and maintains a variety of records and files for assigned projects.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of environmental compliance.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

These qualifications apply to Environmental Compliance Specialists I/II. Incumbents at the Environmental Compliance Specialist I level may exercise some knowledge and skill statements in a learning capacity.

- Principles, practices and purpose of a comprehensive environmental compliance program.
- Principles related to environmental compliance, transportation engineering/development, restoration, and/or resource management.
- Statistical research methods as applied to the collection of data affecting environmental issues.
- Principles and techniques of conducting analytical studies, evaluating alternatives, and making sound recommendations.

- Applicable federal, state, and local laws, regulatory codes, ordinances, Memorandums of Agreement/Understanding, and procedures relevant to assigned area of responsibility, such as the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), Forest Practice Act, California Endangered Species Act (CESA), Porter-Cologne Water Quality Control Act and/or the Surface Mining and Reclamation Act (SMARA).
- Methods and techniques of preparing comprehensive environmental review assessments and reports.
- Engineering, surveying, biologic, geologic, hydrologic and property terminology, nomenclatures, practices, methodologies and symbols.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, Planning Commission, Board of Supervisors, vendors, contractors, and County staff.

Ability to:

These abilities apply to Environmental Compliance Specialists I/II. Incumbents at the Environmental Compliance Specialist I level may exercise some of these ability statements in a learning capacity.

- Collect, analyze, interpret, and apply environmental compliance related data to various County projects and County permitted projects and present technical information and data in an effective manner.
- Perform complex technical writing and develop presentations.
- Interpret, apply, explain, and ensure compliance with federal, state, and local laws, codes, and regulations for County projects and County permitted projects.
- Prepare, review and present environmental research studies.
- Prepare clear and effective reports, correspondence, and other written materials.
- Prepare, review, present and interpret administrative policies and ordinances.
- Prepare, review, present and administer Requests for Proposal/Qualifications and administer contracts, including confirmation services are performed and invoice processing based on County, State and Federal guidelines.
- Make accurate arithmetic, financial, and statistical computations.
- Maintain accurate logs, records, and written records of work performed.
- Effectively represent the County in meetings with governmental agencies, Planning Commission, Board of Supervisors, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Understand and follow oral and written instructions.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Environmental Compliance Specialist I: Equivalent to graduation from an accredited four (4) year college or university with major course work in environmental studies, environmental law, environmental planning, natural or physical sciences, resource management, civil or environmental engineering, or a related field, and three (3) years of experience providing professional support to an environmental compliance program.

Environmental Compliance Specialist II: Equivalent to graduation from an accredited four (4) year college or university with major course work in environmental studies, environmental law, environmental planning, natural or physical sciences, resource management, civil or environmental engineering, or a related field, and five (5) years of experience providing professional support to an environmental compliance program at a level equivalent to an Environmental Compliance Specialist I with Trinity County.

Work experience must include background in preparing successful applications for permits such as Section 404 Permits from the U.S. Army Corps of Engineers, 1602 or 1603 Permits from the California Department of Fish and Wildlife, and Section 401 Water Quality Certifications and Water Discharge Requirements from the State Water Resources Control Board. In addition, experience must include work in preparing, reviewing, and processing environmental documents for compliance with local, State and Federal environmental laws including CEQA and NEPA documents, Storm Water Pollution, Prevention Plans, and Mine Reclamation Plans.

Completion of a minimum of 30 units educational training and or college/university courses in environmental studies, environmental regulations, natural or physical sciences, resource planning or a closely related field.

Licenses and Certifications for *Environmental Compliance Specialists I/II*:

- Possession of a valid California Driver's License and a satisfactory driving record.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; to operate a motor vehicle, and to visit various meeting sites County, region and statewide; and hearing and speech to communicate in person, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas, including on steep and/or uneven terrain and stream/river crossings, may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees work in an office and outdoor environment with moderate noise levels, temperature conditions ranging from controlled in the office environment to hot, humid, cold, rain, snow in the outdoor environment. Employees may be exposed to dust, hazardous chemicals, and gasses. Employees may interact with upset staff and/or public and private representatives while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: EXEMPT
UNIT: SKILLED TRADES

TRANSPORTATION PLANNER, SENIOR

DEFINITION

Under general supervision, plans, organizes, and participates in the most complex and difficult work of professional transportation planners related to the development of transportation plans, studies, projects, and programs for the County and Department of Transportation; oversees transit operations; develops and completes technical assessments, written project analyses, and performs technical writing and organization assignments; performs environmental studies and prepares environmental documents and permit applications; assists with planning policy formulation and implementation; explains transportation planning and environmental regulations and policies to the public; completes applications for grants; provides highly complex professional assistance to the Transportation Director and the public in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Director of Transportation. Exercises technical and functional direction over and provide training and guidance to staff as assigned.

CLASS CHARACTERISTICS

Senior Transportation Planner is the advanced journey-level classification within the transportation planner series. Incumbents are responsible for the full spectrum of routine to highly complex transportation planning responsibilities. Responsibilities include managing transit operations, transportation planning studies, land use and transportation programs, congestion management programs, as well as, overseeing consultant and local jurisdictional relationships. Successful performance of the work requires a broad professional transportation planning background and skill in coordinating assigned work with that of other agencies. This class is distinguished from the Director of Transportation in that the latter has overall responsibility for all engineering, capital improvement, and development functions, as well as implementing and interpreting public policy.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, and participates in a wide range of routine to highly complex transportation plans, programs, projects, and studies; oversees transit operations and staff.
- Serves as project manager on transportation planning and development projects, which includes overseeing application and plan review, coordination with project applicants and agencies, background research, environmental review, preparation of public notices and staff reports,

scheduling meetings and hearings, and monitoring project implementation to verify conformance with approved plans, grant/loan requirements, conditions, and mitigation measures.

- Manages, reviews, and presents complex transportation planning studies; conducts site and policy background research to obtain information for the preparation of staff reports, correspondence, memoranda, policy and procedure documents, and presentations to management or governing bodies; reads, interprets, analyzes, and explains a wide variety of technical documents, studies, and practices, and performs highly complex technical writing and organization assignments.
- Oversees the development of consultant requests for proposals and qualifications for professional services; evaluates proposals and recommends project award; develops and reviews contract terms and amendments; ensures contractor compliance with County standards and specifications and time and budget estimates; reviews and updates deliverables; analyzes and resolves complex problems that may arise.
- Operate transit vehicles, within individual license authority, on an as needed basis.
- Conducts the research and analysis necessary to prepare technical reports, administer programs, and manage funds and resources for a variety of County projects and programs.
- Performs funding/grant development and administration, including conducting grant research, writing proposals, and programming and administering awarded grant funds.
- Reviews, analyzes, prepares comments on, and implements various rules, regulations, legislation relating to transportation and environmental impact matters.
- Participates in the development of policy recommendations, implementing actions and financial estimates; coordinates the budgetary oversight of transportation funding requirements to local jurisdictions and Caltrans.
- Manages relationships between state and federal officials to effectively carry out the implementation and management of transportation plans, programs, and projects; ensures that procedures and information are delivered to the applicants as well as to state and federal regulators in a timely fashion; ensures compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and related environmental mandates.
- Conducts environmental reviews of projects; evaluates impacts to transportation infrastructure and develops mitigations of those impacts.
- Compiles information for a variety of studies and reports; researches, analyzes, and interprets transportation, social, economic, population, and land use data and trends; develops and implements recommendations; prepares written reports on various transportation planning matters; develops, implements, and administers major portions of the countywide transportation plan.
- Prepares staff reports, presentations, project information and status, and program financial information to various committees, community groups, and professional organizations about the County's transportation projects and programs.
- Participates on a variety of committees and task forces; attends and participates in professional groups and committees; stays abreast of new trends and innovations related to transportation planning.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Advanced principles, practices, and funding sources for transportation and land use planning programs, studies, and projects.

- Basic principles of employee supervision and training.
- Principles and practices of program and project management.
- Advanced principles and techniques of conducting analytical studies, evaluating alternatives, and making sound recommendations.
- Methods and techniques related to transportation planning, travel forecasting and capacity, environmental issues, and implementation strategies.
- Principles, practices, and techniques of complex technical writing and organization assignments and the development of presentations.
- Grant application, preparation, and administration.
- Contract management practices in a public agency setting.
- Recent developments, current literature, and sources of information related to transportation planning and environmental review.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Record keeping principles and procedures.
- Statistical research methods as applied to the collection and tabulation of data affecting public planning and methods of graphic illustration and presentation.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Administer complex, technical, and sensitive transportation planning and related programs in an independent and cooperative manner.
- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Identify and respond to issues and concerns of the public, board, and other commissions and regulatory agencies.
- Prepare complex plans, proposals, grant applications, and environmental review documents for planning projects.
- Prepare and present major planning studies utilizing various sources of information.
- Perform highly complex technical writing and organization assignments and develop presentations.
- Interpret, apply, explain, and ensure compliance with federal, state, and local policies, procedures, laws, and regulations.
- Prepare clear and effective reports, correspondence, and other written material.
- Make accurate arithmetic, financial, and statistical computations.
- Effectively represent the department and the County in meetings with governmental agencies, community groups, and various business, professional, and regulatory organizations and individuals.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Equivalent to graduation from an accredited four (4) year college or university with major coursework in transportation, urban, or regional planning, transportation/traffic engineering, or a closely related field and five (5) years of progressively responsible transportation, planning, zoning, and related experience equivalent to an Transportation Planner II.

Licenses and Certifications:

- Possession and maintenance of a valid California Driver's License and a satisfactory driving record.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

TRANSPORTATION PLANNER I/II

DEFINITION

Under general supervision or direction, performs a variety of professional transportation planning duties in support of the County and Department of Transportation; develops and completes technical assessments, written project analyses, and performs technical writing and organization assignments; participates in environmental reviews and community design; performs environmental studies and prepares environmental documents and permit applications; assists with planning policy formulation and implementation; explains transportation planning and environmental regulations and policies to the public; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from higher level management or supervisory staff. Exercises no supervision of staff. Transportation Planner II level may provide some work coordination and lead direction to other staff as needed.

CLASS CHARACTERISTICS

Transportation Planner I: This is the entry-level class in this Transportation Planner series. Incumbents learn to perform professional transportation planning office and field work related to the interpretation, application and enforcement of County planning codes, ordinances and regulations. Positions at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Associate Transportation Planner level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As experience is gained, assignments become more varied and are performed with greater independence.

Transportation Planner II: This is the journey-level class of the Transportation Planner responsible for performing the full scope of transportation planning duties required. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Senior Transportation Planner in that the latter is the advanced journey-level class in the series and is responsible for managing the County's transit system, and for organizing, assigning, and reviewing the work of departmental staff involved in a major area of the Transportation Planning Division, in addition to performing the more complex planning and project management activities.

The positions in the Transportation Planner I/II class series are flexibly staffed and positions at the Transportation Planner II level are normally filled by advancement from the Transportation Planner I level; progression to the Transportation Planner II level is subject to (i) the incumbent meeting the minimum

qualifications for the classification; (ii) satisfactory work performance; (iii) management affirmation that the incumbent is performing the full range of duties assigned to the class; and (iv) management approval for progression to the Transportation Planner II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the Transportation Planner I level may perform some of these duties in a learning capacity.

- Plans, organizes, and participates in a variety of routine transportation plans, programs, projects, and studies.
- Assists with transportation planning and development projects, which includes performing application and plan review, coordination with project applicants and agencies, background research, environmental review, preparation of public notices and staff reports, scheduling meetings and hearings, and participating in project implementation in conformance with approved plans, grant/loan requirements, conditions, and mitigation measures.
- Develops and presents transportation planning studies; conducts site and policy background research to obtain information for the preparation of staff reports, correspondence, memoranda, policy and procedure documents, and presentations to management or governing bodies; reads, interprets, analyzes, and explains a wide variety of technical documents, studies, and practices, and performs routine to moderately complex technical writing and organization assignments.
- Compiles information for a variety of studies and reports; researches, analyzes, and interprets transportation, social, economic, population, and land use data and trends; develops and implements recommendations; prepares written reports on various transportation planning matters; develops, implements, and administers portions of the countywide transportation plan.
- Conducts the research and analysis necessary to prepare technical reports, administer programs, and manage funds and resources for a variety of projects and programs.
- Prepares environmental impact analysis and related studies on construction projects and programs undertaken by the County.
- Operate transit vehicles, within individual license authority, on an as needed basis.
- Performs funding/grant development and administration, including conducting grant research, writing proposals, and administering awarded grant funds.
- Ensures compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and related environmental mandates.
- Conducts environmental reviews of projects; evaluates impacts to transportation infrastructure and develops mitigations of those impacts.
- Prepares staff reports, presentations, project information and status, and project financial information to various committees, community groups, and professional organizations about the County's transportation projects and programs.
- Participates on a variety of committees and task forces; attends and participates in professional groups and committees; stays abreast of new trends and innovations related to transportation planning.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

Positions at the Transportation Planner I level may exercise some knowledge and skill statements in a learning capacity.

- Principles, practices, and funding sources for transportation planning and congestion management programs and projects.
- Transportation planning principles, concepts, standards, and practices.
- Statistical research methods as applied to the collection and tabulation of data affecting public planning.
- Principles and techniques of conducting analytical studies, evaluating alternatives, and making sound recommendations.
- Grant application preparation and grant administration.
- Record keeping principles and procedures.
- Principles and practices of program and project management.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility, such as the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).
- Principles, practices, and techniques of technical writing and organization assignments and the development of presentations.
- Safety principles and practices pertaining to the work.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

Positions at the Transportation Planner I level may exercise some of these ability statements in a learning capacity.

- Collect, analyze, interpret, and apply data to various transportation planning projects and present technical information and data in an effective manner.
- Perform complex technical writing and organization assignments and develop presentations.
- Interpret, apply, explain, and ensure compliance with federal, state, and local laws, codes, and regulations and RTPA policies and procedures.
- Prepare and present planning and environmental research studies.
- Prepare clear and effective reports, correspondence, and other written material.
- Make accurate arithmetic, financial, and statistical computations.
- Maintain accurate logs, records, and written records of work performed.
- Effectively represent the County in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.

- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Transportation Planner I/II: Equivalent to graduation from an accredited four (4) year college or university with major work in transportation planning, engineering or a closely related field.

Transportation Planner I: Two (2) years of professional transportation planning experience.

Transportation Planner II: Three (3) years of increasingly responsible professional transportation planning experience, or two (2) years performing professional planning duties equivalent to the County Transportation Planner I.

Licenses and Certifications:

- Possession and maintenance of a valid California Driver's License and a satisfactory driving record.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



TRANSPORTATION PLANNING TECHNICIAN I/II

DEFINITION

Under general supervision, to perform technical transportation planning support work; to process routine transportation planning material; to provide public information; to explain department ordinances, regulations, and policies to the public; and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED

Director of Transportation; receives lead direction from Senior Transportation Planner. This is not a supervisory classification.

CLASS CHARACTERISTICS

This is a specialized classification used for positions which provide a variety of technical support for the professional transportation planning staff and the functions and operations of the Department of Transportation and County projects.

Transportation Planning Technician I: This is the entry level in the Transportation Planning Technician class series. Incumbents perform duties under general supervision. Incumbents at this level are not expected to function with the same amount of knowledge or skill level as positions allocated to the Transportation Planning Technician II level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. As experience is gained, assignments become more varied and are performed with greater independence.

Transportation Planning Technician II: This is the advanced level in the Transportation Planning Technician class series. Incumbents have responsibility for performing a broader range of more complex work. This class is distinguished from Transportation Planning Technician I by the fact that incumbents at this II level exercise additional judgment and discretion and must be able to perform a broader range of duties related to transportation planning.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Processes routine transportation planning and transit related applications (including grants or similar documents), claims review, transit and specialized transportation program review.
- Provides a variety of support and assistance regarding the preparation of planning studies and reports.
- Creates and maintains databases for transportation programs.
- Performs various research, analysis, planning and routine administrative duties regarding County transportation programs, including accurate minutes and/or meeting notes; answers public and agency inquiries regarding transportation planning issues.
- May act as transportation coordinator;

- Operate transit vehicles, within individual license authority, on an as needed basis.
- May draft a variety of planning documents, maps, schedules, public notices, marketing and other material for the Transportation Commission, Social Services Advisory Council and other committees, as assigned.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Purposes and procedures of public transportation planning agencies, boards, and governing bodies;
- Basic understanding of laws, rules, regulations, and policies affecting transportation planning;
- Research methods and basic statistical analysis;
- Graphic illustration and presentation;
- Computers and software used in professional planning work;
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.

Ability to:

- Perform duties under the stress of deadlines;
- Represent the department in a professional manner;
- Learn new methods and procedures related to transportation and transit planning;
- Learn methods, procedures, policies of the department, and regulations and funding requirements related to transportation;
- Take and keep accurate notes, perform work neatly and precisely and to plan, organize and prioritize daily assignments and work activities;
- Use English effectively to communicate in person, over the telephone and in writing;
- Identify or assess a party's need and direct to appropriate resource, department or agency;
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work;
- Collect, compile, and analyze technical, statistical, and other information related to public planning;
- Read and interpret maps;
- Draft effective written presentations;
- Work independently and as a team member;
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities and meet critical time deadlines;
- Operate modern office equipment including computer equipment and specialized software applications programs;
- Assemble and analyze information and prepare written reports and records in a clear and concise manner;
- React calmly and professionally in emergency, emotional, and/or stressful situations;
- Establish and maintain effective working relationships with those contacted on the job;
- Prepare a variety of charts and graphic illustrations.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Transportation Planning Technician I: Equivalent of an Associates Degree from an accredited college with course work in office procedures and equipment, basic statistics, GIS/drafting, or similar course work; and one (1) year of work experience involving customer service.

Transportation Planning Technician II: Equivalent of an Associates Degree from an accredited college with course work in office procedures and equipment, basic statistics, GIS/drafting, or similar course work; and two (2) years of responsible work experience in drafting and technical planning assistance or related work area equivalent to Trinity County Transportation Planning Technician I classification.

Education equivalent to graduation from an accredited college or university with major work in transportation planning, engineering or a closely related field is highly desirable.

Licenses and Certifications:

- Possession and maintenance of a valid California Driver's License and a satisfactory driving record.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ROAD MAINTENANCE FOREMAN

DEFINITION

Under direction, plans, organizes, , assigns, supervises, reviews, and participates in the work of road crews responsible for the construction, maintenance, and repair of County roads within an assigned district; administers, monitors, and provides technical input for assigned road maintenance, operations, and related projects and programs; provides responsible technical assistance to the Road Superintendent; performs a variety of technical tasks relative to the assigned functional area; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from higher level management staff. Exercises direct supervision over assigned operations staff in multiple corporation yards.

CLASS CHARACTERISTICS

This is the full supervisory-level class in the road worker class series. Responsibilities include planning, organizing, supervising, reviewing, and evaluating the work of assigned operations staff. Incumbents are expected to independently perform the full range of road maintenance duties as assigned. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from the Road Superintendent in that the latter is a mid-management classification with responsibility for all County road maintenance services and operations.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, assigns, supervises, and reviews the work of assigned staff in the construction and maintenance of County roads.
- Participates in selection, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; reviews staff reports and other work products prepared by professional staff; assigns work and provides guidance and direction to staff regarding work plans and methods.
- Trains staff in work and safety procedures and in the operation and use of equipment and supplies; implements procedures and standards.
- Monitors regional operations and activities of assigned multiple road maintenance work units located at different sites; identifies opportunities for improving service delivery methods and procedures;

provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.

- Estimates costs of construction and maintenance work, supplies, equipment, and materials; orders supplies and equipment for work projects; maintains records of purchase orders; monitors expenditures.
- Inspects and evaluates work in progress and completed work of assigned employees and contractors to assure that repairs, maintenance, and project activities are performed in accordance with mandated County standards and specifications.
- Determines and recommends equipment, materials, and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates; maintains a variety of records and prepares routine reports of work performance.
- Plans and lays out maintenance work projects; monitors and controls supplies and equipment; orders supplies and tools; prepares documents for equipment procurement; participates in the bid process for maintenance and repair projects.
- Supervises the use of and operation of tools, equipment, and vehicles; ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools and equipment; reviews and approves daily maintenance reports.
- Assists and/or participates in the work of road workers, including road construction, maintenance and repair, road cleaning, snow plowing and ice control; ensures proper traffic control and safety around work sites.
- Operates a variety of heavy equipment and tools as needed.
- Procures supplies, parts, fuel, materials, and tools as needed; maintains inventory records.
- Coordinates assigned services and activities with those of other divisions and outside agencies.
- Answers questions and provides information to the public; responds to requests for assistance, concerns and complaints; investigates inquiries; recommends corrective actions to resolve issues.
- Responds to emergency situations as necessary.
- May act for the Road Superintendent in his/her absence.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of road maintenance and operations program development and administration.
- Principles, practices, equipment, tools, and materials of construction, maintenance, and repair of public works infrastructure.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Basic principles and practices of budget development and, accountability.
- Methods, techniques, materials and equipment used in the construction of roads and bridges, drainage structures, gutters and public works projects.
- Operation and routine maintenance of light and heavy equipment, hand and power tools.
- Safety practices, regulations and equipment.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Supervise, train, plan, organize, schedule, assign, review, and evaluate the work of staff.
- Organize, implement, and direct assigned maintenance and operations activities.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.
- Understand, interpret, and successfully communicate both orally and in writing pertinent department policies and procedures.
- Identify problems, research and analyze relevant information, develop and present recommendations, and justification for solution.
- Perform the most complex maintenance and operations duties.
- Operate related equipment safely and effectively.
- Develop cost estimates for supplies and equipment.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Establish and maintain a variety of manual and computerized files, record keeping, and project management systems.
- Read, interpret, retrieve, and produce drawings, blueprints, maps, and specifications.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Equivalent to completion of the twelfth (12th) grade and five (5) of experience supporting a construction and maintenance program, two (2) of which should be in a lead capacity.

Licenses and Certifications:

- Possession of a California Class "A" driver's license with air brake and tank vehicle endorsement and a satisfactory driving record. Ability to pass appropriate physical and substance abuse testing.

Special Characteristics

- Incumbents possessing and maintaining a Class "A" California Driver's License with Air Brake, Tank Vehicle and/or Hazmat endorsements will receive a stipend determined through a collective bargaining process.

- Incumbents are expected to provide their own tools and locking toolboxes based on the receipt of a tool allowance and insured by County provided insurance as determined through a collective bargaining process.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment, or assistance.

ENVIRONMENTAL ELEMENTS

Employees partly work in an office environment and partly work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ROAD MAINTENANCE WORKER I/II/III

DEFINITION

Under immediate (Road Maintenance Worker I) or general (Road Maintenance Worker II) supervision, operates a variety of trucks and road construction equipment; performs routine, semi-skilled, and skilled tasks in maintenance, repair, and construction of County roads, storm drainage systems, and related structures; operates various hand and power tools in the performance of construction and maintenance duties; observes safe work methods and makes appropriate use of related safety equipment and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate (Road Maintenance Worker I) or general (Road Maintenance Worker II) supervision from higher level management or supervisory staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Road Maintenance Worker I: This is the entry-level classification in the Road Maintenance Worker series. Positions at this level usually perform most of the duties required of the positions at the Road Maintenance Worker II level, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As experience is gained, assignments become more varied and are performed with greater independence.

Road Maintenance Worker II: This is the journey-level classification in the Road Maintenance Worker series, responsible for performing an expanded scope of duties assigned, with the exception of technical and advanced equipment operation. Positions at this level are distinguished from the Road Maintenance Worker I level by the performance of the expanded range of duties as assigned, working independently and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Road Maintenance Worker III: This is the second journey-level classification in the Road Maintenance Worker series, responsible for performing the full scope of duties assigned, including operation of all equipment. This class is distinguished from the Lead Road Maintenance Worker in that the latter is responsible for technical and functional supervision of lower-level maintenance staff and for performing the most complex duties assigned to the series. The Road Maintenance Worker III may assist the Lead Road Maintenance Worker with lead or training functions as appropriate.

The positions in the Road Maintenance Worker class series are flexibly staffed and positions at the Road Maintenance Worker II level are normally filled by advancement from the Road Maintenance Worker I level; progression to the Road Maintenance Worker II level is subject to (i) the incumbent meeting the minimum qualifications for the classification including any required certifications; satisfactory work performance; (iii) management affirmation that the incumbent is performing the full range of duties assigned to the class; and (iv) management approval for progression to the Road Maintenance Worker II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the Road Maintenance Worker I and II levels may perform some of these duties in a learning capacity.

- Performs heavy manual labor in resurfacing, oiling, and patching roads; breaks and removes pavement; digs and shovels dirt; digs, widens, shores, and backfills trenches and other excavations; sweeps, clears and cleans roadsides, gutters, curbs, culverts, and other drainage structures.
- Operates various pieces of equipment, including light trucks, dump trucks, back hoes, rollers, loaders, snow removal, water tankers, and related equipment, and learns to operate and operates heavier equipment, in the construction and maintenance of roads, bridges, drainage systems, and related structures.
- Operates various hand and power tools in the performance of construction and maintenance duties, including air compressors and pneumatic tools such as spaders, tampers, jackhammers, breaking guns, concrete saws; uses picks, shovels, rakes, brooms, wheelbarrows, rollers, and flushers.
- Performs general maintenance and safety checks on equipment, including refueling, greasing and checking oil, water, lights and/or other vehicle components; reports the need for major repairs; performs pre-operations checks on a daily basis for all assigned motor vehicles.
- Loads, transports, and unloads rock, water, fill, debris, gravel, asphalt, and other materials to and from various construction sites.
- Performs and assists in the installation of traffic working, speed control, and other signs; paints traffic guards, barricades, and raised traffic bars on pavement.
- Operates and maintains a specialized road striping vehicle and multiple air, hydraulic, and airless paint systems in accordance with relevant codes and ordinances.
- Clears slides; grades shoulders; clears brush; removes trees and clears accident sites; removes snow; operates spreaders to salt and sand roads; chains equipment as necessary.
- Operates snow removal equipment as required.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment at the close of the workday.
- Installs street barricades and cones and controls traffic around work sites and special events to ensure safe conditions for the general public and County workers.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Maintains accurate logs and records of work performed and materials and equipment used.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

Positions at the Road Maintenance Worker I and II levels may exercise some of these knowledge and skill statements in a learning capacity.

- Techniques, materials and equipment used in the construction and maintenance of roads and bridges, drainage structures, gutters, and public works projects.
- Operational characteristics of specialized construction maintenance and repair equipment.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and light to heavy power equipment.
- Safe driving rules and practices and state and county laws pertaining to the operation of light and heavy equipment.
- Traffic control procedures and traffic sign regulations.
- Safe work methods, practices, equipment and regulations, and occupational hazards practices related to the work, including the handling of hazardous chemicals.
- Basic record keeping methods.
- Basic mathematics.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

Positions at the Road Maintenance Worker I level may exercise some of these ability statements in a learning capacity.

- Perform construction, modification, maintenance, and repair work on County infrastructure systems and facilities.
- Perform assigned maintenance and repair duties with accuracy, speed, and minimal supervision.
- Operate specialized construction maintenance and repair equipment.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and light to heavy equipment required for the work.
- Set up and operate traffic area construction zones, including cones, barricades, and flagging.
- Read, interpret, and apply technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Follow department policies and procedures related to assigned duties.
- Understand and follow oral and written instructions.
- Make basic accurate arithmetic calculations.
- Maintain accurate logs and records of work performed.
- Understand and follow oral and written instructions.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Road Maintenance Worker I/II/III: Equivalent to completion of the twelfth (12th) grade.

Road Maintenance Worker I: One (1) year of experience as a laborer in construction or general maintenance work, including some experience in the operation of light trucks is desirable.

Road Maintenance Worker II: Three (3) years of experience in the construction and maintenance of roads, including, but not limited to, heavy equipment operation, or two (2) years as a Road Maintenance Worker I in Trinity County.

Road Maintenance Worker III: Three (3) years of road maintenance work and construction experience comparable to work at a level equivalent to the Trinity County Road Maintenance Worker II classification.

Licenses and Certifications:

Road Maintenance Worker I:

- Possessions of a valid California Driver's License and a satisfactory driving record.
- Ability to obtain a valid Class "B" license with a tank vehicle endorsement within the first year of employment, pass appropriate physical and substance abuse testing.

Road Maintenance Worker II (In addition to the above):

- Possession of a California Class "B" driver's license with a Tank Vehicle endorsement, or ability to obtain California Class "B" driver's license with a Tank Vehicle endorsement within one (1) year of date of hire, and shall, through the duration of their employment with the County, maintain said license and endorsement. Shall pass appropriate physical and substance abuse testing.

Road Maintenance Worker III (In addition to the above):

- Possession of a valid, unrestricted California Class "B" driver's license with Air Brake and Tank Vehicle endorsements, and shall, through the duration of their employment with the County, maintain said license and endorsements. Shall pass appropriate physical and substance abuse testing.

Incumbents possessing and maintaining a Class "A" California Driver's license with Air Brake, Tank Vehicle and Hazmat endorsements will receive a stipend determined through a collective bargaining process.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve

data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment or assistance. Ability to wear safety and protective clothing such as hard hats, safety glasses/goggles, ear plugs, respirators, gloves, boots and chemical resistant clothing; use of heavy power-driven maintenance equipment such as backhoes, graders, and front-end loaders, as well as hand tools, chain saws, grinders, drill presses, and jackhammers.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, moving equipment, biting insects, poison oak, irregular work hours due to seasonal conditions, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

ROAD MAINTENANCE WORKER, LEAD

DEFINITION

Under direction, leads, trains, oversees, and participates in the more complex and difficult work of a crew performing maintenance, repair and construction work on the County's infrastructure including roads, storm drainage systems, and related structures; directs the work of daily assigned staff on a project on a day-to-day basis; performs routine to complex maintenance and repair work in an assigned area; performs manual labor in the maintenance and construction of County roads, storm drainage systems, and related structures; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from higher level management and supervisory staff. Exercises technical and functional direction over lower-level maintenance operations staff.

CLASS CHARACTERISTICS

This is an advanced journey-level classification in the Road Maintenance Worker series responsible for assigning, reviewing, and coordinating the daily work of Road Maintenance Workers in the construction and maintenance of County infrastructure, responsible for serving in the lead capacity by providing work direction and training to assigned staff. Incumbents regularly work on tasks that are varied and complex, requiring considerable discretion and independent judgment. Positions in this classification rely on experience and judgment to ensure the efficient and effective functioning of the assigned section on a day-to-day basis. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines and methods to deliver work products. Work is typically reviewed upon completion for soundness, appropriateness, and conformity to policy and requirements. This class is distinguished from the Road Maintenance Worker I/II/III by the exercise of general responsibilities for assisting the Road Maintenance Foreman with overall responsibility for crew oversight. This class is distinguished from the Road Maintenance Foreman in that the latter is the full supervisory-level class in the series responsible for organizing, assigning, supervising, and reviewing the work of assigned staff involved in maintenance operations.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Leads, trains, oversees, and participates in the more complex and difficult work of a crew performing maintenance, repair, and construction work on the County's infrastructure including roads, storm drainage systems, and related structures; ensures work quality.
- Oversees daily maintenance and repair work in consultation with management and supervisory staff; communicates status of repairs to appropriate personnel, working cooperatively to implement scheduled repairs in accordance with established and special operational priorities; instructs staff in work procedures.
- Trains employees in work methods, use of tools and equipment, and relevant safety precautions; observes safe work methods for staff and self, to ensure appropriate use of related safety equipment; directs traffic safety at work sites.
- Inspects assigned County roads, facilities, systems, and appurtenances for maintenance needs and recommends appropriate actions; assists in developing work plans, procedures, and schedules.
- Leads crew members in the construction, paving, patching, and smoothing of roads and in the digging, installation, removal and maintenance of culverts, soft spots, and subsurface drains.
- Participates in manual tasks such as spreading gravel and sand as necessary to support maintenance and construction projects.
- Performs the skilled operation of specialized construction and maintenance, light to heavy vehicles and equipment; transports and tows heavy and light equipment from one location to another; loads and transports rock, water, fill, debris and other materials to and from various construction sites.
- Inspects and evaluates work in progress and upon completion to assure that repairs, maintenance, and project activities are performed in accordance with County standards and specifications.
- Responds to requests and complaints from the public and answers questions or refers to supervisor, as necessary.
- Monitors time sheets and equipment cards for errors.
- Performs minor adjustments on service equipment; maintains tools and equipment in working order.
- Maintains accurate records and logs of daily activities, using appropriate computer software applications.
- Responds to and performs emergency repairs and other emergency services as necessary.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of lead supervision and training.

- Techniques, materials and equipment used in the construction and maintenance of roads and bridges, drainage structures, gutters, and public works projects.
- Methods and techniques of inspecting maintenance and construction work to ensure compliance with plans and specifications.
- Methods and techniques of maintaining roadway drainage systems.
- Methods and techniques of compacting earth and fill to mitigate the impact of erosion.
- Methods and techniques of laying road base and applying chip seal and asphalt overlays.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and equipment.
- Safety equipment and practices related to the work.
- Traffic control procedures and traffic sign regulations.
- Basic record keeping and report writing methods.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Plan, schedule, assign, and oversee activities of road maintenance personnel.
- Train others in proper and safe work procedures.
- Identify and implement effective course of action to complete assigned work.
- Inspect and evaluate the condition of roadways and drainage systems.
- Prepare accurate and complete records and reports.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Read and interpret construction drawings, blueprints, maps, and specifications.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and equipment required for the work.
- Perform routine equipment maintenance.
- Maintain accurate logs, records, and basic written records of work performed.
- Follow department policies and procedures related to assigned duties.
- Give, as well as understand and follow, oral and written instructions.
- Make accurate arithmetic calculations.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Equivalent to completion of the twelfth (12th) grade and four (4) years of experience in road construction and maintenance, or two (2) years as a Road Maintenance Worker III in Trinity County.

Licenses and Certifications:

- Possession of a California Class "A" driver's license with air brakes and tank vehicle endorsement and a satisfactory driving record. Ability to pass appropriate physical and substance abuse testing.

Special Characteristics

- Incumbents possessing and maintaining a Class "A" California Driver's License with Air Brake, Tank Vehicle and Hazmat endorsements will receive a stipend determined through a collective bargaining process.
- Incumbents are expected to provide their own tools and locking toolboxes based on the receipt of a tool allowance and insured by County provided insurance as determined through a collective bargaining process.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various County sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

EQUIPMENT SHOP FOREMAN

DEFINITION

Under general direction, plans, schedules, assigns, and reviews the work of mechanics responsible for the maintenance, repair, and outfitting of vehicles and equipment; oversees the procurement of County vehicle maintenance supplies and materials and the replacement of vehicles and equipment as necessary; supervises, plans, and coordinates the maintenance and repair of County vehicles and equipment; administers, monitors, and provides technical input for assigned equipment maintenance, operations, and related projects and programs; performs a variety of technical tasks relative to the assigned functional area; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Road Superintendent. Exercises direct supervision over technical and maintenance staff.

CLASS CHARACTERISTICS

This is the full supervisory-level class in the equipment maintenance class series. Responsibilities include planning, organizing, supervising, reviewing, and evaluating the work of equipment maintenance staff either directly. Responsibilities include planning, organizing, supervising, reviewing, and evaluating the work of staff responsible for performing skilled equipment maintenance duties. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from the Lead Mechanic in that the latter class performs the full range of vehicle and equipment repair duties, provides lead direction and work coordination, but does not have supervisory responsibilities.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, assigns, supervises, and reviews the work of assigned staff in the installation, maintenance, and repair of County vehicles and equipment; administers specialized projects and programs in the area of assignment.

- Participates in the development and implementation of goals, objectives, policies, and priorities for the assigned function; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Develops and standardizes procedures and methods to improve the efficiency and effectiveness of assigned services, projects, and activities; assesses and monitors workload; identifies opportunities for improvement and recommends to the Road Superintendent.
- Participates in selection, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; reviews staff reports and other work products prepared by professional staff; assigns work and provides guidance and direction to staff regarding work plans and methods.
- Monitors operations and activities of the equipment maintenance and repair work unit; identifies opportunities for improving service delivery methods and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Determines and recommends equipment, materials, and staffing needs for assigned operations, projects, and programs; participates in the annual budget preparation; prepares detailed cost estimates; maintains a variety of records and prepares routine reports of work performance.
- Plans and lays out maintenance work projects; monitors and controls supplies and equipment; orders supplies and tools as necessary; prepares documents for equipment procurement; participates in the bid process for maintenance and repair projects.
- Supervises the use of and operation of tools, equipment, and vehicles; ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules the service, repair, and replacement of tools and equipment.
- Inspects work in progress and completed work of assigned employees and contractors for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications.
- Coordinates assigned services and activities with those of other divisions and outside agencies.
- Oversees County vehicle maintenance safety programs and training; inspects work in progress and County vehicles and equipment for safety violations; ensures that safety procedures are followed and that safety equipment is worn; assists in action planning for safety programs; makes periodic safety presentations to assigned staff.
- Performs the most complex equipment maintenance and repair duties as necessary and provides technical assistance to crews.
- Supervises maintenance of fuel inventory and charges fuel usage to appropriate budget; prepares fuel reconciliation sheets to comply with regulations.
- Compares and analyzes the costs and benefits of equipment replacement and equipment repair; prepares specifications for new vehicles and equipment and recommends purchases as appropriate.
- Coordinates the use of specialized equipment shared by multiple departments.
- Prepares accurate and complete division records and reports as required.
- Answers questions and provides information to the public; investigates inquiries; recommends corrective actions to resolve issues.

- Responds to emergency situations as necessary.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of equipment maintenance and repair program development and administration.
- Principles, practices, equipment, tools, and materials of maintenance and repair of County vehicles and equipment.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles, practices, tools and materials used in the maintenance and repair of automobiles, light and heavy-duty trucks and equipment, snow removal and other specialized equipment, including hydraulic and computer-controlled systems.
- Principles and methods used in a program of preventive maintenance for County vehicles and equipment.
- Basic principles and practices of budget development, administration, and accountability.
- Safety principles, practices, and procedures of equipment maintenance and repair, including related parts, tools, supplies, and materials.
- The operation and maintenance of a variety of hand and power tools, vehicles, and power equipment.
- Basic mathematics.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Plan, organize, assign, review, and evaluate the work of staff; train staff in work procedures.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Organize, implement, and direct assigned maintenance and operations activities.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.
- Understand, interpret, and successfully communicate both orally and in writing, pertinent department policies and procedures.
- Identify problems, research, and analyze relevant information and develop and present recommendations and justification for solution.

- Perform the most complex maintenance and operations duties and operate related equipment safely and effectively.
- Develop cost estimates for supplies and equipment.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Read, interpret, retrieve, and produce drawings and specifications.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would be required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualification would be

Equivalent to completion of twelfth (12th) grade supplemented by specialized training in County vehicle maintenance, and five (5) years of increasingly responsible experience in performing automotive and light to heavy equipment maintenance and repair work, two (2) of which should be in a supervisory capacity.

Licenses and Certifications:

Possession and maintenance of a California Class "B" driver's license with a tank vehicle endorsement and satisfactory driving record. Ability to pass physical and substance abuse testing requirements.

Special Characteristics

- Incumbents possessing and maintaining a Class "A" California Driver's License with Air Brake, Tank Vehicle and/or Hazmat endorsements will receive a stipend determined through a collective bargaining process.
- Incumbents are expected to provide their own tools and locking toolboxes based on the receipt of a tool allowance and insured by County provided insurance as determined through a collective bargaining process.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to work in and around County the County services shop; strength, stamina, and mobility to perform light to medium physical work, to work in confined spaces, around machines, to climb and descend ladders, and to operate varied hand and power tools

and equipment; vision to read printed materials and a computer screen; color vision to read gauges; and hearing and speech to communicate in person and over the telephone or radio. The job involves frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work in and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment, or assistance.

ENVIRONMENTAL ELEMENTS

Employees partly work in an office environment and partly work in and around County vehicle services facilities and systems and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

LEAD MECHANIC

DEFINITION

Under general supervision, provides lead direction, training, and project coordination for assigned staff; seeks compliance with sections of the applicable County, state and federal laws for completion of necessary repairs to County vehicles; performs related work as required for preventive maintenance, skilled repairs and outfitting of a wide variety of County vehicles, and light-to-heavy duty trucks and equipment; ensures that all vehicles and equipment are in safe and operational condition; observes and enforces safe work methods for appropriate use of related safety equipment.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Equipment Shop Foreman. Provides lead direction and work coordination for incumbents at the Mechanic I/II/III levels.

CLASS CHARACTERISTICS

This is the lead worker position in the Mechanic series. Incumbents provide lead direction, project coordination and training for assigned staff. In addition, this position is expected to exercise considerable initiative to work independently and is responsible for decisions requiring discretion, judgment, and familiarity with a variety of equipment, repairs, and the applicable laws related to completion of those repairs. Incumbents are expected to perform at the advanced journey-level in the Mechanic classification series, responsible for performing the full range of mechanical, electrical, hydraulic, pneumatic, gasoline, and diesel repair and maintenance required for County vehicles and equipment. Positions at this level are distinguished from the Mechanic III position by the provision of lead direction, training, and work coordination for the work unit. This class is distinguished from the Equipment Shop Foreman position in that the latter position is a first level supervisor responsible for planning, scheduling, assigning, and reviewing the work of technical staff.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides lead direction, work coordination and training for all assigned staff.
- Inspects, diagnoses, and locates mechanical difficulties on County automobiles, trucks, transit vehicles, and a variety of diesel, gasoline, electric, and natural gas-powered maintenance and construction equipment.
- Overhauls, repairs, and adjusts engines, transmissions, differentials, and clutches; tunes up engines; diagnoses fuel injection problems; replaces ignition parts; cleans and adjusts carburetors.
- Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment on County vehicles and off-road equipment.
- Ensures that all vehicles and equipment are in safe and operational condition; makes emergency road-side vehicle and equipment repairs; performs on-site field repairs to stationery or disabled equipment.
- Performs electric and oxy-acetylene welding in the fabricating and repair of equipment, structures, tools, and other related parts; designs, lays out, and fabricates equipment parts; rebuilds broken equipment and parts as necessary.
- Adjusts, repairs, replaces, and rebuilds carburetors, fuel injection systems, and other fuel system components.
- Installs, troubleshoots, adjusts, replaces, repairs, and rewires electrical components such as ignition, signals, lights and electrical controls, including computer-controlled components.
- Repairs and rebuilds hydraulic and pneumatic apparatus such as backhoes, loaders, booms, and lifts.
- Adjusts and repairs or rebuilds drum and disk braking systems, valves, master cylinders, and pneumatic or other hydraulic controls.
- Repairs and replaces suspension and steering components.
- Adjusts, repairs, overhauls, and prepares for job shop automatic and manual transmissions, differentials, transfer cases, power take off drives, clutches, and related drivetrain components.
- Repairs and maintains hand-held and walk-behind power equipment.
- Performs limited body and frame repair.
- Assists other maintenance and mechanical personnel in the performance of complex or emergency duties as necessary.
- Orders materials, parts, and supplies required for maintenance and repair work; assists in stocking supplies and maintaining inventory records.
- Reads and interprets technical manuals and blueprints to facilitate installation, servicing, repair, and replacement services and activities.
- Observes and enforces safe work methods for appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment and tools at the close of the workday.
- Prepares and maintains records of work performed, time, and materials used in each project.

- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, tools, equipment, and materials used in the maintenance and repair of automobiles, light- and heavy-duty trucks and equipment, fire vehicles, snow removal, and other specialized equipment, including hydraulic and computer-controlled systems.
- Operating and repair characteristics of a wide variety of County owned equipment and components.
- Methods and techniques of reading and interpreting manuals and schematics associated with vehicle and equipment repair work.
- Methods and techniques of estimating time and materials needed for assigned projects.
- Principles and practices of gasoline and diesel engine maintenance and repair.
- Methods and techniques of using diagnostic equipment to determine cause of equipment malfunction.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Methods, materials, equipment, and tools used in routine welding and fabrication work.
- Occupational hazards and safety equipment and practices related to the work.
- Principles and procedures of record-keeping and reporting.
- Safe driving rules and practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Inspect equipment and accurately diagnose electrical, hydraulic, and mechanical defects.
- Skillfully use a variety of hand and power tools in the maintenance and repair of automotive and construction equipment.
- Performed skilled testing, adjustment, repair, and overhaul work on equipment.
- Read and interpret shop and repair manuals.
- Apply technical knowledge of mechanical and electrical trades work.
- Estimate time and materials for repair jobs.
- Follow oral and written directions.
- Maintain accurate records and reports.
- Establish and maintain cooperative working relationships.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualification would be

- Equivalent to completion of the twelfth {12th} grade.
- Ten (10) years of responsible work experience in performing maintenance and repair work on automotive and/or diesel-powered equipment or three years at a level comparable to a Mechanic III in Trinity County.

Licenses and Certifications:

Possession of a California Class "B" driver's license with a tank vehicle endorsement and satisfactory driving record. Ability to pass required physical and substance abuse testing.

Special Characteristics

- Incumbents possessing and maintaining a Class "A" California Driver's License with Air Brake, Tank Vehicle and/or Hazmat endorsements will receive a stipend determined through a collective bargaining process.
- Incumbents are expected to provide their own tools and locking toolboxes based on the receipt of a tool allowance and insured by County provided insurance determined through a collective bargaining process.

PHYSICAL DEMANDS

Must possess mobility to work in and around a standard shop setting, to operate a motor vehicle and drive on surface streets; strength, stamina, and mobility to perform light to medium physical work, to work in confined spaces and around machines, to climb and descend ladders, and to operate varied hand and power tools, equipment, and machinery; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees primarily work in the centralized maintenance shop and occasionally in the field and are exposed to loud noise levels, vibration, confining workspace, chemicals, dust, paint fumes, mechanical and electrical hazards, grease, oils, solvents, machinery with extremely hot surfaces and moving parts, moving objects or other vehicles, as well as cold and hot temperatures, inclement weather conditions, and road hazards. Employees may interact with members of the

Mechanic, Lead

Page 5 of 5

public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.



MECHANIC I/II/III

DEFINITION

Under immediate (Mechanic I) to general (Mechanic II) or minimal (Mechanic III) supervision, performs preventive maintenance, skilled repairs and outfitting of a wide variety of County vehicles, transit vehicles, and light-to-heavy duty trucks and equipment; ensures that all vehicles and equipment are in safe and operational condition; observes safe work methods and makes appropriate use of related safety equipment; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate (Mechanic I) to general (Mechanic II) or minimal (Mechanic III) supervision from the Lead Mechanic or Equipment Shop Foreman. Exercises no direct supervision over staff, but may occasionally direct lower-level Mechanics in the performance of their duties.

CLASS CHARACTERISTICS

Mechanic I: This is the entry-level in the Mechanic series. Initially under supervision, incumbents perform simpler repairs and preventive maintenance, and learn to perform more complex and difficult repairs and maintenance. Positions at this level usually perform some to most of the duties required of the positions at the II level, but incumbents are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised or directed by higher level Mechanics while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. As more experience is gained, assignments become more varied and are performed with greater independence.

Mechanic II: This is the first journey-level in the Mechanic classification series, responsible for performing the a greater range of mechanical, electrical, hydraulic, pneumatic, gasoline, and diesel repair and maintenance required for County vehicles, and equipment. Incumbents are expected to more work independently and exercise judgment and initiative. Positions at this level receive only general instruction or assistance as new or unusual situations arise and are expected to become fully aware of the operating procedures and policies of the work unit. Positions at this level are distinguished from the Mechanic I by the performance of a greater range of duties as assigned, working more independently, and exercising judgment and initiative. This class is distinguished from the Mechanic III level in that the latter is expected to provide the full range of Mechanic duties with only minimal supervision.

Mechanic III: This is the advanced journey-level in the Mechanic Classification series, responsible for performing the full range of mechanical, electrical, hydraulic, pneumatic, gasoline, and diesel repair and maintenance required for County vehicles and equipment. Incumbents are expected to work independently and exercise full judgment and initiative. Positions at this level only receive occasional instruction as incumbents are expected to be fully aware of the operating procedures and policies of the

work unit. Positions at this level are distinguished from the Mechanic II position by the performance of the full range of duties, working independently, and exercising judgment and initiative in the performance of assigned duties. This class is distinguished from the Lead Mechanic and Equipment Shop Supervisor positions in that the latter positions lead or supervise the work unit rather than the occasional direction of lower level Mechanics in the performance of their duties.

These positions in the Mechanic class series are flexibly staffed and positions at the higher Mechanic levels are normally filled by advancement from the lower Mechanic level; progression to the higher Mechanic levels is subject to (i) the incumbent meeting the minimum qualifications for the classification including any required certifications; (ii) satisfactory work performance; (iii) management affirmation that the incumbent is performing the full range of duties assigned to the class; and (iv) management approval for progression to the higher Mechanic level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Positions at the Mechanic I and II levels may perform some of these duties in a learning capacity.

- Inspects, diagnoses, and locates mechanical difficulties on County automobiles, trucks, transit vehicles, and a variety of diesel, gasoline, electric, and natural gas-powered maintenance and construction equipment.
- Overhauls, repairs, and adjusts engines, transmissions, differentials, and clutches; tunes up engines; diagnoses fuel injection problems; replaces ignition parts; cleans and adjusts carburetors.
- Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment on County vehicles and off-road equipment.
- Ensures that all vehicles and equipment are in safe and operational condition; makes emergency road-side vehicle and equipment repairs; performs on-site field repairs to stationery or disabled equipment.
- Performs electric and oxy-acetylene welding in the fabricating and repair of equipment, structures, tools, and other related parts; designs, lays out, and fabricates equipment parts; rebuilds broken equipment and parts as necessary.
- Adjusts, repairs, replaces, and rebuilds carburetors, fuel injection systems, and other fuel system components.
- Installs, troubleshoots, adjusts, replaces, repairs, and rewires electrical components such as ignition, signals, lights and electrical controls, including computer-controlled components.
- Repairs and rebuilds hydraulic and pneumatic apparatus such as backhoes, loaders, booms, and lifts.
- Adjusts and repairs or rebuilds drum and disk braking systems, valves, master cylinders, and pneumatic or other hydraulic controls.
- Repairs and replaces suspension and steering components.
- Adjusts, repairs, overhauls, and prepares for job shop automatic and manual transmissions, differentials, transfer cases, power take off drives, clutches, and related drivetrain components.
- Repairs and maintains hand-held and walk-behind power equipment.
- Performs limited body and frame repair.
- Assists other maintenance and mechanical personnel in the performance of complex or emergency duties as necessary.

- Orders materials, parts, and supplies required for maintenance and repair work; assists in stocking supplies and maintaining inventory records.
- Reads and interprets technical manuals and blueprints to facilitate installation, servicing, repair, and replacement services and activities.
- Observes safe work methods and makes appropriate use of related safety equipment as required.
- Maintains public facilities, shop and garage areas, storage sites, and other work areas in a clean and orderly condition, including securing equipment and tools at the close of the workday.
- Prepares and maintains records of work performed, time, and materials used in each project.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

Positions at the Mechanic I and II levels may exercise some knowledge and skills in a learning capacity.

- Principles, practices, tools, equipment, and materials used in the maintenance and repair of automobiles, light- and heavy-duty trucks and equipment, snow removal, and other specialized equipment, including hydraulic and computer-controlled systems.
- Operating and repair characteristics of a wide variety of County owned equipment and components.
- Methods and techniques of reading and interpreting manuals and schematics associated with vehicle and equipment repair work.
- Methods and techniques of estimating time and materials needed for assigned projects.
- Principles and practices of gasoline and diesel engine maintenance and repair.
- Methods and techniques of using diagnostic equipment to determine cause of equipment malfunction.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Methods, materials, equipment, and tools used in routine welding and fabrication work.
- Occupational hazards and safety equipment and practices related to the work.
- Principles and procedures of record-keeping and reporting.
- Safe driving rules and practices.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

Positions at the Mechanic I and II levels may exercise some ability statements in a learning capacity.

- Diagnose, troubleshoot, test, repair, and perform preventive maintenance work on automotive, transit, construction, and maintenance equipment and systems.
- Perform skilled electrical, welding, and mechanical maintenance, repair, and installation work.
- Read and interpret hydraulic and electrical schematics and fabrication blueprints.

- Correctly interpret and apply the policies, procedures, laws, and regulations pertaining to assigned programs and functions.
- Operate computerized diagnostic equipment.
- Operate welding equipment and a variety of power tools.
- Maintain accurate logs, records, and basic written records of work performed.
- Understand and follow oral and written instructions.
- Follow department policies and procedures related to assigned duties.
- Make accurate arithmetic calculations.
- Operate modern office equipment including computer equipment and software.
- Organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be

Mechanic I/II/III: Equivalent to completion of the twelfth (12th) grade.

Mechanic I: Two (2) years of responsible work experience in performing apprentice level maintenance and repair work on automotive and/or diesel-powered equipment.

Mechanic II: Five (5) years of responsible work experience in performing maintenance and repair work on automotive and/or diesel-powered equipment or three (3) years at a level equivalent to a Mechanic I in Trinity County.

Mechanic III: Eight (8) years of responsible work experience in performing maintenance and repair work on automotive and/or diesel-powered equipment or three (3) years at a level equivalent to a Mechanic II in Trinity County.

Licenses and Certifications:

Mechanic I:

- Possessions and maintenance of a valid California driver's license and a satisfactory driving record. Ability to pass required physicals and substance abuse testing.

Mechanic II/III: (in addition to the above):

- Possession of a California Class “B” driver's license with a tank vehicle endorsement and a satisfactory driving record. Ability to pass required physicals and substance abuse testing.

Special Characteristics

- Incumbents possessing and maintaining a Class “A” California Driver’s License with Air Brake, Tank Vehicle and/or Hazmat endorsements will receive a stipend determined through a collective bargaining process.
- Incumbents are expected to provide their own tools and locking toolboxes based on the receipt of a tool allowance and insured by County provided insurance as determined through a collective bargaining process.

PHYSICAL DEMANDS

Must possess mobility to work in and around a standard shop setting, to operate a motor vehicle and drive on surface streets; strength, stamina, and mobility to perform light to medium physical work, to work in confined spaces and around machines, to climb and descend ladders, and to operate varied hand and power tools, equipment, and machinery; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees primarily work in the centralized maintenance shop and occasionally in the field and are exposed to loud noise levels, vibration, confining workspace, chemicals, dust, paint fumes, mechanical and electrical hazards, grease, oils, solvents, machinery with extremely hot surfaces and moving parts, moving objects or other vehicles, as well as cold and hot temperatures, inclement weather conditions, and road hazards. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.



SEPTEMBER 2021
FLSA: NON-EXEMPT
UNIT: SKILLED TRADES

PARTS & SERVICE TECHNICIAN I/II

DEFINITION

Under direct to general supervision, purchases, receives, and organizes automotive, truck, and equipment parts, road maintenance and construction materials, and general supplies; maintains warehouse; completes and maintains a variety of records involved in Department of Transportation and County vehicle operations, including inventories, databases, and the procurement and distribution of parts and supplies; maintains and tracks fuel inventory; answers incoming telephone calls and direct calls to proper staff; performs general clerical duties in support of the Division; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direct to general supervision from Parts and Service Technician II or other higher level management and supervisory staff. No supervision of staff is exercised by the Parts and Service Technician I class.

CLASS CHARACTERISTICS

Parts and Service Technician, I: This is an entry-level class responsible for ordering, receiving, and maintain the inventory of parts, materials, and supplies required to maintain the County's vehicles and equipment. Incumbents are expected to work independently and exercise judgment and initiative as they gain experience in the position. Positions at this level receive direct to general instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. The class is distinguished from the Mechanic Series by its primary responsibility to perform duties of a logistical support and administrative nature within the centralized maintenance shop and warehouse. This position is distinguished from Parts and Service Technician II in that the latter perform a broader range of duties, requiring previous experience as a Parts and Service Technician.

Parts and Service Technician, II: This is the journey-level class responsible for ordering, receiving, and maintain the inventory of parts materials, and supplies required to maintain the County's vehicles and equipment. Incumbents are expected to work independently and exercise judgment and initiative in the writing of work orders for all vehicles, including estimates and authorizations. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Parts and Service Technician I level by its primary responsibility to manage the duties of a logistical support and administrative nature within the centralized maintenance shop and warehouse, including review and maintenance of all appropriate inventory, parts or service ordering, and the issuance of proper work orders.

These positions in the Parts and Service Technician class series are flexibly staffed and positions at the

Parts and Service Technician I level are normally filled by advancement from the Parts and Service Technician II level; progression to the Parts and Service Technician II level is subject to (i) the incumbent meeting the minimum qualifications for the classification including any required certifications; (ii) satisfactory work performance; (iii) management affirmation that the incumbent is performing the full range of duties assigned to the class; and (iv) management approval for progression to the Parts and Service Technician II level.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Incumbents at the Parts and Service Technician I level may exercise some of these functions in a learning capacity.

- Orders parts, materials, and supplies used in the repair of motor vehicles and equipment, road maintenance and construction, and general operations.
- Conducts physical inventories on parts, materials, and supplies, and maintains and tracks inventory, including purchase of special-order supplies.
- Determines price and availability of parts and supplies from vendors and prepares purchase orders; follows up on items not received from vendors.
- Verifies receipt, unloads, stores, transports, delivers, and stores parts, materials, and supplies; operates warehouse equipment to move and store inventory.
- Inspects faulty parts returned by mechanics against part warranty limits; prepares warranty claims.
- Assists with maintenance of shop as necessary (e.g. cleans and maintains parts storage areas.)
- Conducts physical inventories on fuel and orders fuel; monitors and maintains fuel pump and tanks.
- Screens calls and visitors; responds to complaints and requests for information; directs callers to appropriate County staff, and arranges appropriate service with Equipment Shop Supervisor and Mechanic personnel.
- Assists with a wide variety of general clerical duties to support divisional operations; including filing, preparing and maintain billing records, generating reports, and creating forms.
- Organizes and maintains various administrative, reference, and follow-up files; purges files as required.
- Checks and tabulates standard arithmetic or statistical data; may summarize such information and prepare periodic numerical reports.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies divisional and program policies and procedures in determining completeness of records and files.
- Gathers, assembles, updates, and distributes a variety of department specific information, forms, records, and data as requested.
- Maintains fuel inventory and charges fuel usage to appropriate budget; prepares fuel reconciliation sheets to comply with regulations.
- Assists with clerical functions as needed, including, but not limited to, make copies, collate materials; files copies of purchase orders, work requests, forms, reports, and other materials in department and/or central files.
- Issue and write work orders for all vehicles serviced.
- Complete estimates and authorization for services to be performed.

- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of inventory maintenance and storekeeping.
- Principles and practices of record keeping.
- Names and uses of parts, tools, and supplies related to automotive, truck and equipment maintenance and repair.
- County purchasing and supply ordering policies and procedures.
- Local and regional suppliers and sources for parts, tools, and supplies.
- Safe work methods and safety practices pertaining to the work.
- Business letter writing and the standard format for reports and correspondence.
- Principles and practices of data collection and report preparation.
- Business arithmetic and basic statistical techniques.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for proving a high-level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Read, interpret, understand, and apply automotive specifications and parts catalogs.
- Apply store keeping principles and perform related clerical tasks.
- Respond quickly and accurately to inquiries, instructions, and requests.
- Perform accurate mathematical calculations.
- Organize, maintain, and update office databases and records systems.
- Make accurate arithmetic computations.
- Enter and retrieve data form a computer with sufficient speed an accuracy.
- File Materials alphabetically, chronologically, and numerically.
- Organized own work, and follow-up on assignments with a minimum of direction.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Parts and Service Technician, I/II: Equivalent to the completion of the twelfth (12th) grade.

Parts and Service Technician, I: One (1) year of experience involving the procurement of automotive, heavy equipment and construction materials, supplies, and parts, including work with a computerized inventory and receiving systems.

Parts and Service Technician, II: Two (2) years of experience involving supervisory experience in the procurement of automotive, heavy equipment and construction materials, supplies, and parts, including work with a computerized inventory and receiving systems, or two (2) years of experience at a level comparable to a Parts and Service Technician I in Trinity County.

Licenses and Certifications:

Possession and maintenance of a valid and current California Driver's License and a satisfactory driving record. Ability to pass any required physical or substance abuse testing requirements.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to work in a standard shop setting and work with a variety of equipment parts and machinery inventory; to operate warehouse equipment; strength, stamina, and mobility to perform medium physical work; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. The job involves walking and working on slippery or uneven surfaces. Incumbents in this classification bend, stoop, kneel, reach and climb to perform work. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 50 pounds and heavier weights with the use of proper equipment or assistance.

ENVIRONMENTAL ELEMENTS

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances. Employees also work in a centralized maintenance shop and may be exposed to loud noise levels, vibration, chemicals, dust, paint fumes, mechanical and/or electrical hazards, grease, oils, solvents, machinery with extremely hot surfaces and/or moving parts, and moving objects or other vehicles. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

ATTACHMENT C***Building & Planning*****14*****Cannabis Division*****14**

Program Manager I	1
Assistant Planner	}
Associate Planner	
Senior Planner	
Environmental Compliance Specialist I	}
Environmental Compliance Specialist II	
Code Compliance Specialist I	}
Code Compliance Specialist II	
Code Compliance Leadworker	
Administrative Clerk I	}
Administrative Clerk II	
Administrative Coordinator I	
Administrative Coordinator II	
Accounting Technician I	}
Accounting Technician II	
Accounting Technician, Senior	
Accountant I	
Accountant II	

Department of Transportation**50*****Transportation/Roads*****45**

Administrative Clerk I	}
Administrative Clerk II	
Administrative Clerk ,Senior	
Administrative Coordinator I	
Administrative Coordinator II	
Administrative Services Officer	
Accounting Technician I	}
Accounting Technician II	
Accounting Technician, Senior	
Accountant I	
Accountant II	
Accountant III	
Business Manager	

Engineering Aide I	}	5
Engineering Aide II		
Engineering Technician I		
Engineering Technician II		
Environmental Compliance Specialist	}	1
Environmental Compliance Specialist II		
Equipment Shop Foreman		1
Assistant Engineer I	}	2
Assistant Engineer II		
Associate Engineer I		
Associate Engineer II		
Engineer, Senior (Maximum 1)		
Mechanic I	}	4
Mechanic II		
Mechanic III		
Lead Mechanic		
Road Maintenance Foreman - Combined Crews		2
Road Maintenance Worker I	}	20
Road Maintenance Worker II		
Road Maintenance Worker III		

Road Maintenance Worker, Lead	(Maximum 4)	1	
Road Superintendent		1	
Parts & Service Technician I		1	
Parts & Service Technician II (Maximum 1)			
Transportation Planning Technician I			
Transportation Planning Technician II			
Transportation Planner I		2	
Transportation Planner II			
Transportation Planner, Senior			
Deputy Director Transportation/Engineering		0	
Director Transportation		1	
Transit			5
Transit Driver		4	
Transit Coordinator		1	

TRINITY COUNTY

Item Report 3.3

Meeting Date: 9/21/2021

Department:
Human Resources

Contact:
Shelly Nelson

Phone:
(530) 623-1325

3.3 Modify Department of Transportation allocation list - Environmental Compliance Specialist

Requested Action:

Modify the departmental allocation list for the Department of Transportation to read: Two (2) Environmental Compliance Specialist I or II, effective September 21, 2021.

Fiscal Impact:

No impact to the General Fund; approximate cost in salary and benefits per month for an Environmental Compliance Specialist I at A step is \$9,308 and for an Environmental Compliance Specialist II at A step is \$10,165.

Summary:

The Department of Transportation requests approval to modify their allocation list for the Environmental Compliance Specialist I/II classifications by increasing its allocation from one (1) to two (2).

The demands and workload for both grading permits and environmental compliance studies and reviews have increased significantly for this department. Both disaster work response and bridge projects need environmental compliance reviews. The department is still working on 2017 & 2019 storm damages, the August fire, and now added are environmental compliance studies needed due to new damages as a result of the current fires. An additional employee is needed to assist with these increased and continued demands.

There is sufficient funding within the department's budget to cover this additional allocation and there is no fiscal impact to the General Fund.

Alternatives Including Financial Implications:

Deny the request and advise staff.

Departmental Recommendation:

It is staff's recommendation to modify the departmental allocation list for the Department of Transportation to read: Two (2) Environmental Compliance Specialist I or II effective September 21, 2021.

ATTACHMENTS:

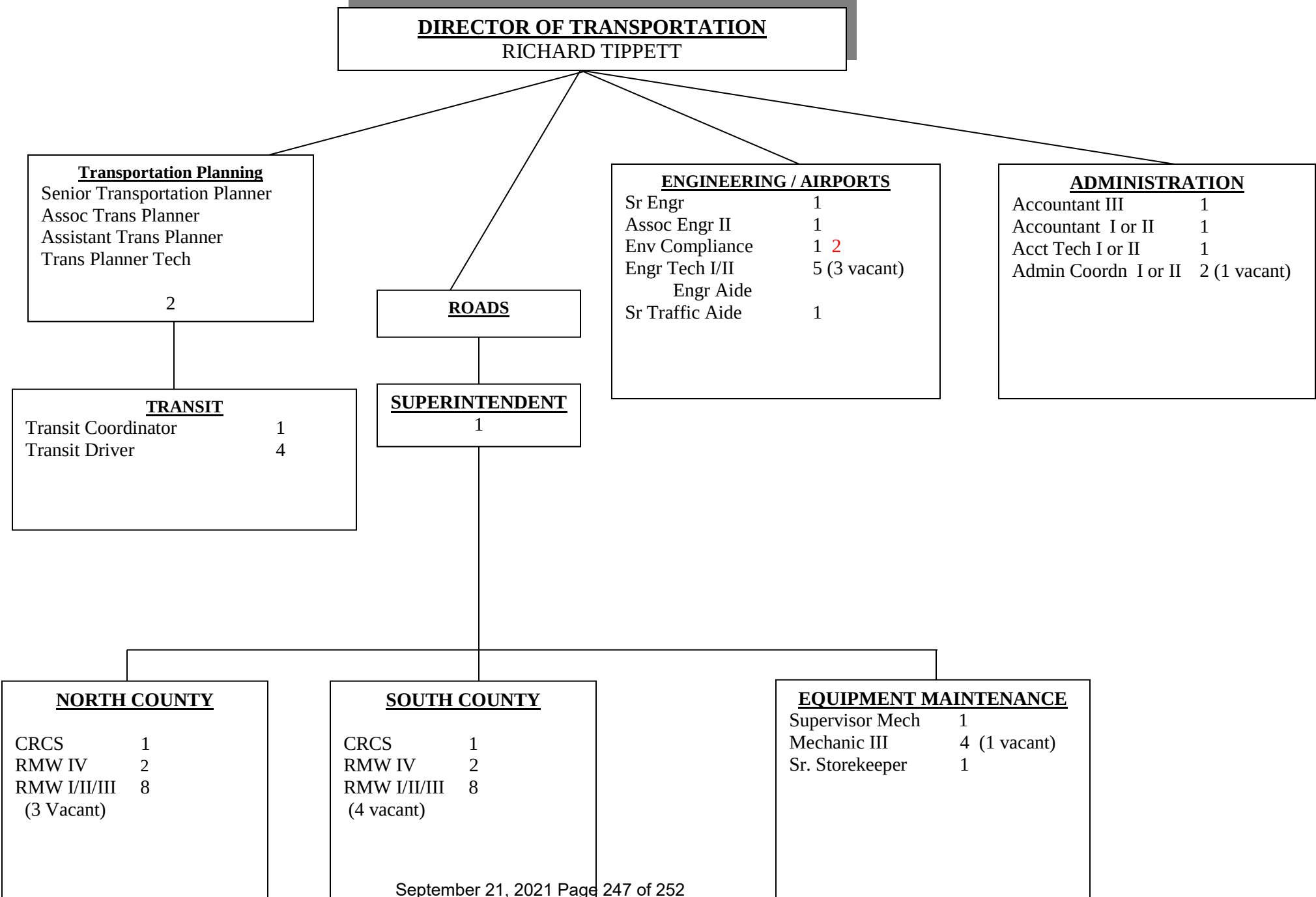
Description

organization chart

Salary & benefits worksheet

Department of Transportation

Staffing Organization Chart



Payroll Rates - Refer to Budget Forecasting Sheet for Additional Information and Calculations																				
All Miscellaneous General & Other Unit; Board of Supervisors; Department Heads - Prior to and After AB340 Safety - Prior to AB340 Safety - After AB340 General Management Skilled Trades Deputy Sheriff's Association Probation Peace Officer - Management Probation Peace Officer - General Board of Supervisors County Administrative Officer Department Head									7.65%		42.600% 78.120% 13.690%						7.00%			

TRINITY COUNTY

Item Report 4.1

Meeting Date: 9/21/2021

Department:
Human Resources

Contact:
Shelly Nelson

Phone:
530-623-1325

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

Requested Action:

Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation
No. of Cases: 2

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

In re Bankruptcy of Purdue Pharma LP (Western District of Washington US Bankruptcy Court Case No. 19-23649)

TRINITY COUNTY
Item Report 4.2

Meeting Date: 9/21/2021

Department:
Human Resources

Contact:

Phone:

4.2 Government Code Section 54954.5(d) - Liability Claim

Requested Action:

Government Code Section 54954.5(d) - Liability Claim
No. of Cases: One

Claimant: Robert Fenenbock (Claim No. TRI20-0013)
Agency Claimed Against: Trinity County

TRINITY COUNTY

Item Report 4.3

Meeting Date: 9/21/2021

Department:
Human Resources

Contact:
Shelly Nelson

Phone:
(530) 623-1325

4.3 Closed Session 54954.5(f): Labor Negotiations

Requested Action:

Government Code Section 54954.5(f) - Conference with Labor Negotiators

County's Designated Representatives: Sophia Meyer and Shelly Nelson

Employee Organizations: Deputy Sheriffs Association, Probation Peace Officers Unit, Skilled Trades Unit, Management and Confidential Unit and General Unit.

TRINITY COUNTY
Item Report 4.4

Meeting Date: 9/21/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530 623 1382

5.1 Update: Commercial Cannabis Program

Requested Action:

Receive an update, discuss, and provide direction to staff regarding the Commercial Cannabis Cultivation program.

Fiscal Impact:

No fiscal impact.