

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

MEETING AGENDA

January 20, 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.

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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/96119927744?pwd=dExuaUo3Z29oSEFqeJBWVy93WjFGUT09>

Meeting ID: 961 1992 7744

Passcode: 267684

One tap mobile

1 (669) 900-6833

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

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

Just a reminder that the chat feature is not the appropriate forum to ask questions or provide comments. This chat should only be used to notify us of technical issues.

9:00 AM

CALL MEETING TO ORDER IN OPEN SESSION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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

Presentations

Clerk of the Board

- 1.1 Receive an update regarding the Coronavirus (COVID-19) and Trinity County.
No fiscal impact.

Consent Calendar

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

Clerk of the Board

- 2.1 Approve the special meeting minutes of December 21, 2020 and December 28,

2020 as submitted by the Deputy Clerk.

No fiscal impact.

- 2.2** Adopt a resolution giving signature authorization on all federal contracts and other necessary documents for financial transactions and adopt a resolution giving signature authorization on all state contracts and other necessary documents for financial transactions.

No fiscal impact.

- 2.3** Authorize the Chairman to sign the Trinity County Fair Operating Budget for 2021.
Includes \$25,000 General Fund contribution per contract terms.

Sheriff

- 2.4** Approve amendment number 2 to the agreement with Daniel W. Harwood, M.D. extending the term to June 30, 2023 to perform autopsies on an as needed basis.
\$55,000 from the Sheriff's budget.

- 2.5** Approve an agreement with Frontier Communications to provide installation and maintenance services for phone lines at the new Jail Facility.
\$3,100 per fiscal year from the Sheriff's budget.

- 2.6** Ratify the Sheriff's signature on an agreement with the US Department of Justice Drug Enforcement Administration (2021-51) for the Domestic Cannabis Eradication Suppression Program for 2021.
Revenue in the amount of \$105,000 to the Sheriff's Office.

Transportation

- 2.7** Award to Albina Asphalts the contract for Asphaltic Emulsions Schedule I and V.S.S. Emultech the contract for Asphaltic Emulsions Schedule II.
\$388,632 from Road Funds (RMRA Fund 105).
- 2.8** Award to Eagle Rock, Inc. the contract for Aggregates Schedule I and Mercer Fraser Co. for Aggregate Schedule II.
\$219,225 from Road Funds (RMRA Fund 105 and Road Fund 102).
- 2.9** Award to Tullis, Inc. the contract for Asphalt Concrete and Premix Schedule I and II.
\$255,189 from Road Funds (RMRA Fund 105, Road Fund 102).
- 2.10** Approve a budget adjustment for Department of Transportation - Dept 3000 increasing Other Charges by \$40,000.
Increase in budget appropriation in the amount of \$40,000; current cash balance in Department of Transportation - Fund 102 is \$3,118,840.

Trinity County Transportation Commission

- 2.11** Approve the following appointments to the Social Service Transportation Advisory Council (SSTAC):
- Jesse Ferguson to the position of Social Service Provider for Disabled with

- Robin Freeman as an alternate for a term that expires December 31, 2023.
- David Albiez to the position of Social Service Provider for Seniors with Annie Nugent as an alternate for a term that expires December 31, 2022.

No fiscal impact.

Veterans Services

- 2.12** Approve the California Department of Veterans Affairs Certificates of Compliance for the County Subvention and Medi-Cal Cost Avoidance Programs and authorize the Chairman to sign the certificates for FY 2020/2021.

No fiscal impact.

Reports/Announcements

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

County Matters

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

Board of Supervisors

- 4.1** Authorize the Chairman to sign a letter to USFS Regional Forester Randy Moore supporting the top priority funding in Trinity County.

No fiscal impact.

- 4.2** Discuss the potential creation and implementation of a Business License Program and associated fees.

Unknown fiscal impact.

Clerk of the Board

- 4.3** Pursuant to County Fee Waiver Policy approve waiving \$4,584.85 in building permit fees for the Greater Hayfork Valley Park and Recreation District's new concession stand and announcer booth and Hayfork Pool renovations.

Loss of revenue in the amount of \$4,585 to the Building Department.

Human Resources

- 4.4** Modify the departmental allocation list for Treasurer/Tax Collector's Office to read: Five (5) Account Clerk I or II, or Accounting Technician I or Accounting Technician II or Accounting Technician, Senior (Maximum 1) or Accountant I or II or III (Maximum 1) or Assistant Treasurer/Tax Collector (Maximum 1), effective January 20, 2021.

Approximate cost in salary and benefits per month at A step for an Accountant III is \$8,495 and for an Assistant Treasurer/Tax Collector is \$8,950.

- 4.5** Pursuant to Trinity County Code Section 2.60.410(A) authorize hiring Candidate

No. 00438 / Employee ID No. 02479 as a Jail Cook at Range G157 Step C in the Sheriff Office - Jail Division effective retroactively to November 1, 2020.

Approximate cost in salary and benefits per month for a Jail Cook at A step is \$4,564 and at C step is \$4,937.

Transportation

- 4.6** Authorize the Director of Transportation to issue no cost encroachment permits for fronting property owners impacted by the August Fire to remove trees within the Right of Way, and once removed, the trees become the responsibility of that homeowner to dispose of trees, shrubs, and slash.

Unknown cost.

Closed Session

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

Adjourn

TRINITY COUNTY

Item Report

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:

Phone:

Zoom Information

Requested Action:

Join Zoom Meeting

<https://zoom.us/j/96119927744?pwd=dExuaUo3Z29oSEFqejBWVy93WjFGUT09>

Meeting ID: 961 1992 7744

Passcode: 267684

One tap mobile

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TRINITY COUNTY
Item Report 1.1

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530-623-1382

1.1 Update: COVID-19 (Coronavirus)

Requested Action:

Receive an update regarding the Coronavirus (COVID-19) and Trinity County.

Fiscal Impact:

No fiscal impact.

TRINITY COUNTY
Item Report 2.1

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530-623-1382

2.1 Minutes: 12/21/2020, 12/28/2020

Requested Action:

Approve the special meeting minutes of December 21, 2020 and December 28, 2020 as submitted by the Deputy Clerk.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description

Minutes 12212020

Minutes 12282020

**TRINITY COUNTY
BOARD OF SUPERVISORS**
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Weaverville, CA

SPECIAL MEETING AGENDA

December 21, 2020

Chairman

Supervisor Bobbi Chadwick - District 3

Vice-Chairman

Supervisor Jeremy Brown - District 4

Supervisor Keith Groves - District 1

Supervisor Judy Morris - District 2

Supervisor John Fenley - District 5

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

Margaret E. Long - County Counsel

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ZOOM INFORMATION

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

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

Due to technical issues this meeting was called to order at 9:15 AM.

Pledge of Allegiance

Pledge was led by Supervisor Groves.

Consent Calendar

Clerk of the Board

- 1.1 Approved the regular meeting minutes of November 17, 2020 and December 15, 2020 and the special meeting minutes of December 1, 2020 and December 9, 2020 as submitted by the Deputy Clerk.

Motion: Judy Morris **Second:** Jeremy Brown **Carried**
Ayes: Brown, Chadwick, Fenley, Groves, Morris

9:00 AM Public Hearings

Planning and Zoning

- 2.1** Conducted a public hearing to consider taking the following actions regarding the Commercial Cannabis Program within Trinity County:
1. Adopt a resolution which (1) adopts Findings of Fact and a Statement of Overriding Considerations under the California Environmental Quality Act; (2) adopts a Mitigation Monitoring and Reporting Program; and (3) certifies the Environmental Impact Report (EIR) concerning the County's Commercial Cannabis Program (Planning Commission Recommendation: Certify the EIR); and
 2. Introduce and waive the reading of an ordinance repealing, amending, and enacting various sections of Title 17 of the Trinity County Code relating to Commercial Cannabis, and implementing the mitigation measures for the County's Commercial Cannabis Program (Planning Commission Recommendation: Enact the Ordinance).

Received Comments from Senior Planner Margie DeRose, Contract Counsel Derek Cole, Environmental Compliance Specialist David Colbeck, Consultant Patrick Angel, County Counsel Margaret Long, County Administrative Officer Richard Kuhns, Director of Transportation Rick Tippet, Adrian Keys, Ryan Tarbell, J. Vorp, Mirko Fatic, Justin Hawkins, Walter Wood, Kevin Siegel, Lisa Wright, John Brower and Deidre Brower

Closed Public Hearing.

Motion: Keith Groves **Second:** Judy Morris **Carried**
Ayes: Brown, Chadwick, Fenley, Groves, Morris

Adopted Resolution No. 2020-103 which (1) adopts Findings of Fact and a Statement of Overriding Considerations under the California Environmental Quality Act; (2) adopts a Mitigation Monitoring and Reporting Program; and (3) certifies the Environmental Impact Report (EIR) concerning the County's Commercial Cannabis Program with the following changes:

- * Added "compliant" between 'renewalbe' and 'sources' to the first bullet point under mitigation 3.8-1c on page 32 of Attachment A and page 32 of Attachment B; and

- * Added "where appropriate" between 'shall' and 'provide' to the first bullet point under mitigation 3.14-3 on page 40 of Attachment A and page 38 of Attachment B.

Motion: Jeremy Brown **Second:** Judy Morris **Carried**
Ayes: Brown, Chadwick, Fenley, Groves, Morris

Introduced and waived the reading of an ordinance repealing, amending, and enacting various sections of Title 17 of the Trinity County Code relating to Commercial Cannabis, and implementing the mitigation measures for the County's Commercial Cannabis Program with the following changes:

- * Added the definition for "Site" to read: "Site" has the same meaning as "Premise" as defined within this ordinance;

- * Added "where appropriate" between 'shall' and 'provide' to subsection Z of

section 17.43G.030; and

* Added "compliant" between 'renewable' and 'sources' to subsection G of section 17.43G.040

Motion: Jeremy Brown **Second:** John Fenley **Failed due to passing of a subsequent motion**

Introduced and waived the reading of an ordinance repealing, amending, and enacting various sections of Title 17 of the Trinity County Code relating to Commercial Cannabis, and implementing the mitigation measures for the County's Commercial Cannabis Program with the following changes:

* Added the definition for "Site" to read: "Site" has the same meaning as "Premise" as defined within this ordinance;

* Added "where appropriate" between 'shall' and 'provide' to subsection Z of section 17.43G.030;

* Added "compliant" between 'renewable' and 'sources' to subsection G of section 17.43G.040; and

* Added "or scenic byway, or Trinity heritage scenic byway" between 'scenic roadway' and 'will provide'; and added "byway or Trinity heritage byway" between 'scenic roadway' and 'so that' to subsection U of section 17.43.060.

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

Ayes: Brown, Chadwick, Fenley, Groves, Morris

Note: Supervisor Brown's attempt to amend this motion was not seconded by Supervisor Fenley and instead the amended motion was converted to a subsequent motion.

County Matters

Human Resources

- 3.1** Adopted Resolution No. 2020-102 which revises the interim personnel policy regarding COVID-19 (Coronavirus) with the addition of "and the employee is not able to telecommute and is not ill" between worksite and the County in section 13.

Received comments from Director of Human Resources Shelly Nelson.

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

Ayes: Brown, Chadwick, Groves, Morris

Absent: Fenley

Adjourn

TRINITY COUNTY BOARD OF SUPERVISORS

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
BOARD OF SUPERVISORS**
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Weaverville, CA

SPECIAL MEETING AGENDA

December 28, 2020

Chairman

Supervisor Bobbi Chadwick - District 3

Vice-Chairman

Supervisor Jeremy Brown - District 4 - Absent Until 10AM

Supervisor Keith Groves - District 1

Supervisor Judy Morris - District 2

Supervisor John Fenley - District 5

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

Margaret E. Long - County Counsel

Emma Purvis - Deputy Clerk of the Board

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ZOOM INFORMATION

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

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

Pledge of Allegiance

Pledge led by Supervisor Groves.

Presentations

Board of Supervisors

- 1.1** Adopted a proclamation of appreciation recognizing Diana Stewart for her service as District 3 Planning Commissioner.

Received comments from Planning Commissioner Diana Stewart and John Brower.

Motion: Bobbi Chadwick **Second:** Judy Morris **Carried**

Ayes: Chadwick, Fenley, Groves, Morris

Absent: Brown

- 1.2** Adopted a proclamation of appreciation recognizing Michael "Dan" Frasier for his service as District 5 Planning Commissioner.

Received comments from Planning Commissioner Diana Stewart.

Motion: John Fenley **Second:** **Carried**

Ayes: Chadwick, Fenley, Groves, Morris

Absent: Brown

County Matters

County Administrative Office

- 2.1** Waived the reading of and enacted Ordinance 1356 amending Trinity County Code Section 1.08.090 regarding Compensation for members of the Board of Supervisors.

Received comments from County Administrative Officer Richard Kuhns.

Motion: Judy Morris **Second:** Keith Groves **Carried**

Ayes: Brown, Chadwick, Fenley, Groves, Morris

Planning and Zoning

- 2.2** Waived the reading of and enacted Ordinance 315-849 repealing and amending various sections of Title 17 of the Trinity County Code relating to Commercial Cannabis, and implementing the mitigation measures for the County's Commercial Cannabis Program.

Received comments from Director of Building and Planning Kim Hunter, County Counsel Derek Cole, Veronica Kelly-Albiez, Lisa Wright, Senior Planner Margie DeRose.

Motion: Judy Morris **Second:** Keith Groves **Carried**
Ayes: Brown, Chadwick, Fenley, Groves, Morris

Adjourn

TRINITY COUNTY BOARD OF SUPERVISORS

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 2.2

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530-623-1382

2.1 Resolution: Authorization of Signatures on all Federal and or State Contracts and Necessary Documents of Financial Transactions

Requested Action:

Adopt a resolution giving signature authorization on all federal contracts and other necessary documents for financial transactions and adopt a resolution giving signature authorization on all state contracts and other necessary documents for financial transactions.

Fiscal Impact:

No fiscal impact.

Summary:

These resolutions become a standing document for use throughout the year. With these resolutions, in processing State and Federal contracts it becomes a simple matter of printing a copy of the accepted and signed resolution document and including it with the contract when it is sent to the State or Feds for signature. This greatly streamlines the process.

Alternatives Including Financial Implications:

Deny the request and advise staff.

Departmental Recommendation:

It is staff's recommendation that the Board adopt the resolution giving signature authorization on all federal contracts and other necessary documents for financial transactions and adopt a resolution giving signature authorization on all state contracts and other necessary documents for financial transactions.

ATTACHMENTS:

Description

State Authority

Federal Authority

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
GIVING SIGNATURE AUTHORIZATION
ON ALL STATE CONTRACTS AND NECESSARY
DOCUMENTS OF FINANCIAL TRANSACTIONS**

WHEREAS, the State of California requires proof of authorization of signatures on all documents for financial transactions; and

WHEREAS, the State of California requires that a minute order or resolution of authorization of signature be provided with every document;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Trinity that Jeremy Brown, Chairman of the Board of Supervisors, be and hereby is authorized, on behalf of the County of Trinity, to sign all State contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED that in the absence of said Chairman, Dan Frasier, Vice-Chairman of said Board, be and hereby is authorized on behalf of the County of Trinity, to sign all State contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Trinity that Richard Kuhns, Psy.D, County Administrative Officer, be and hereby is authorized, on behalf of the County of Trinity, to sign all State contracts in the amount of \$25,000 or less, as well as revenue contracts in any amount, including leases of County property; and

BE IT FURTHER RESOLVED that a copy of this resolution be on file in the Office of the County Administrative Officer and is to be included with the submission of all State contracts.

DULY PASSED AND ADOPTED this 20th day of January, 2021 by the Board of Supervisors of the County of Trinity by motion, second (U), and the following vote:

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

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

ATTEST:

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

By: _____
Deputy

RESOLUTION NO. 2021-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
GIVING SIGNATURE AUTHORIZATION
ON ALL FEDERAL CONTRACTS AND NECESSARY
DOCUMENTS OF FINANCIAL TRANSACTIONS**

WHEREAS, the United States requires proof of authorization of signatures on all documents for financial transactions; and

WHEREAS, the United States requires that a minute order or resolution of authorization of signature be provided with every document;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Trinity that Jeremy Brown, Chairman of the Board of Supervisors, be and hereby is authorized, on behalf of the County of Trinity, to sign all Federal contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED that in the absence of said Chairman, Dan Frasier, Vice-Chairman of said Board, be and hereby is authorized on behalf of the County of Trinity, to sign all Federal contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Trinity that Richard Kuhns, Psy.D, County Administrative Officer, be and hereby is authorized, on behalf of the County of Trinity, to sign all Federal contracts in the amount of \$25,000 or less, as well as revenue contracts in any amount, including leases of County property; and

BE IT FURTHER RESOLVED that a copy of this resolution be on file in the Office of the County Administrative Officer and is to be included with the submission of all Federal contracts.

DULY PASSED AND ADOPTED this 20th day of January, 2021 by the Board of Supervisors of the County of Trinity by motion, second **(J)**, 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 2.3

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530-623-1382

2.3 Trinity County Fair Operating Budget for 2021

Requested Action:

Authorize the Chairman to sign the Trinity County Fair Operating Budget for 2021.

Fiscal Impact:

Includes \$25,000 General Fund contribution per contract terms.

ATTACHMENTS:

Description

Trinity County Fair Budget- 2021

P.O. Box 880 * 6000 Highway 3
Hayfork, CA 96041
www.trinitycountyfair.com



Phone: (530) 628-5223
Fax: (530) 628-4171
Email: office@trinitycountyfair.com

Clerk of the Board
PO Box 1613
Weaverville, CA 96093

January 6, 2021

Enclosed is the 2021 Operating Budget for the Trinity County Fair Association, please include in the next Board of Supervisors Meeting Agenda for their review and approval. Email me the date of the BOS Meeting, at fairmanager@trinitycountyfair.com so I can be available for any questions. This budget was reviewed and approved at the TCFA Board of Directors Meeting on December 17, 2020.

Please call with any questions,

A handwritten signature in dark ink, appearing to read 'CBayley', is written over a light blue horizontal line.

Carrie Bayley, CEO

OPERATING BUDGET

TRINITY COUNTY

Conducting The Trinity County Fair Hayfork, California

For the Period of

1/1/2021

to

12/31/2021

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
TOTAL NET RESOURCES, JANUARY 1:					
Unrestricted net resources		196,259	501,142	99,640	501,142
Unrestricted Net Position - Pension		0	0	0	0
Restricted resources		0	0	0	0
Investment in Capital Assets, Net of Related Debt		1,228,180	1,250,186	1,166,618	1,096,968
Prior Year Audit Adjustments		-376,653			
Subtotal (Total Net Resources)		1,047,786	1,751,328	1,266,258	1,598,110
RESOURCES ACQUIRED:					
Operating Revenues (From Page 2)		273,721	265,030	222,358	359,013
State (Local/Base) Allocations (to Page 2):	31200	50,920	50,920	249,620	100,000
Training Allocation & Other Fiscal & Admin Assistance (F&E)	31300	1,933	3,225	1,480	0
Capital Project Reimbursement Funds (from Sched 8A)	31900	258,745	0	0	0
One-time Revenue Sources (fire camp, sale of property, capital project audit adj)	32500	0		208,850	130,000
Grants		1,132		360	20,000
Contributions from Other Gov't (non-F&E) Sources (to Page 2)	33000	40,000	25,000	25,000	25,000
TOTAL RESOURCES ACQUIRED		626,451	344,175	707,667	634,013
TOTAL RESOURCES AVAILABLE		1,674,237	2,095,503	1,973,925	2,232,123
RESOURCES APPLIED:					
Operating Expenditures (From Page 2)		447,756	362,044	303,429	466,197
Other Operating Expenditures (e.g. Audit Adjustments)					
Subtotal - Operating Expenditures (Excluding Depreciation)		447,756	362,044	303,429	466,197
Depreciation Expense (From Page 10)	90000	70,794	69,000	69,650	69,000
Pension Expense (From Page 10)	96000	0	0	0	0
TOTAL RESOURCES APPLIED		518,550	431,044	373,079	535,197
TOTAL NET RESOURCES, DECEMBER 31:					
Unrestricted Net Resources Available for Operations	29100	1,155,687	1,664,459	1,600,846	1,696,926
Unrestricted Net Position - Pension	29400	0	0	0	0
Restricted Net Resources					
Investment in Capital Assets (From Schedule 7)		1,166,618	1,198,186	1,096,968	1,026,968
Subtotal (Total Net Res Check Figure - should equal #29100)		\$1,266,258	\$1,664,459	\$1,598,110	\$1,696,926
Reserve Percentage		22.3%	128.8%	165.2%	143.7%

ALL FAIRS:

Dennis Kaurhe
President, Board of Directors Date

Bayley 1-7-2021
Chief Executive Officer Date

COUNTY APPROVALS (County Fairs Only):

Chairman, Board of Supervisors Date

County Clerk Date

Summary of Operations

TRINITY COUNTY

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
OPERATING REVENUES:					
Admissions to Grounds	41000	\$19,805	\$20,000		\$21,500
Commercial Space	41500	6,518	7,000		7,500
Carnival	42100	18,660	20,000		20,000
Concessions	42200	18,739	23,100		23,500
Exhibits	43000	15,067	20,650	11,353	21,213
Horse Show	44000	1,565	1,355		1,605
Fair Attractions	46000	16,850	19,500		24,645
Motorized Racing	46109	5,095	11,500	843	11,500
Interim Attractions	46009				
Miscellaneous Fair	47000	23,053	14,000	5,176	12,500
Miscellaneous Non-Fair	47005	22,241	33,000	18,231	42,500
Interim Revenue	48000	110,665	85,475	169,874	159,400
Prior Year Revenue Adjustments	49000	(449)		(25)	
Other Operating Revenue	49500	15,912	9,450	16,907	13,150
TOTAL OPERATING REVENUES (to Page 1)		273,721	265,030	222,358	359,013
OPERATING EXPENDITURES:					
Administration	50000	147,758	151,212	141,251	157,671
Maintenance & General Operations	52000	162,943	168,310	146,075	213,218
Publicity	54000	2,836	3,000	1,856	5,500
Attendance Operations	56000	676	4,730	1,444	4,005
Miscellaneous Fair	57000	4,376	4,350	2,635	4,500
Miscellaneous Non-Fair Programs	57005	6,688	100	4,128	12,100
Premiums	58000	20,250	18,000	4,966	23,158
Exhibits	63000	6,598	8,852	999	11,990
Horse Show	64000	389	390		1,855
Fair Entertainment	66000	9,120	3,100		32,200
Interim Entertainment	66009				
Equipment (Funded by Fair)	72300			161	
Prior Year Expense Adjustments	80000	86,122		(85)	
Cash (over/under)	85000			0	
TOTAL OPERATING EXPENDITURES (to Page 1)		447,756	362,044	303,429	466,197
NET OPERATING PROFIT/(LOSS) BEFORE DEPRECIATION & PENSION		(174,035)	(97,014)	(81,071)	(107,184)
Depreciation Expense	90000	70,794	69,000	69,650	69,000
Pension Expense	96000				
NET OPERATING PROFIT/(LOSS) AFTER DEPRECIATION & PENSION		(244,830)	(166,014)	(150,721)	(176,184)
LOCAL (BASE) ALLOCATION - (From Page 1)	31200	50,920	50,920	249,620	100,000
OTHER FUNDS - ACCT. #313, #325, #330, #340 (From Page 1)		41,933	28,225	235,330	155,000
UTILIZATION OF UNRESTRICTED NET RESOURCES (if applicable)					
NET PROFIT/(LOSS) BEFORE DEPRECIATION & PENSION, CURRENT YEAR		(\$81,182)	(\$17,869)	\$403,878	\$147,816
NET PROFIT/(LOSS) AFTER DEPRECIATION & PENSION, CURRENT YEAR		(\$151,977)	(\$86,869)	\$334,228	\$78,816

Detail of Revenues

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
ADMISSIONS REVENUE:					
Regular Fair Admissions	41010	14,076	14,000	0	15,000
Discounted Fair Admissions	41020	5,729	6,000	0	6,500
TOTAL ADMISSIONS REVENUE	41000	19,805	20,000	0	21,500
COMMERCIAL SPACE REVENUE:					
Outside Commercial Space	41510	2,253	3,000	0	3,000
Inside Commercial Space	41520	4,265	4,000	0	4,500
TOTAL COMMERCIAL SPACE REVENUE	41500	6,518	7,000	0	7,500
CARNIVAL REVENUE:					
Carnival	42100	18,660	20,000	0	20,000
TOTAL CARNIVAL REVENUE	42100	18,660	20,000	0	20,000
CONCESSIONS REVENUE:					
Food Concessions	42200	14,199	15,000	0	15,000
Alcohol Concessions		4,000	7,300	0	7,500
Non-Food Concessions	42300	540	800	0	1,000
TOTAL CONCESSIONS REVENUE	42200	18,739	23,100	0	23,500
EXHIBITS REVENUE:					
Entry Fees	43100	660	650	525	1,200
Donated & Sponsored Awards	43200	10,719	15,000	5,545	15,013
Advertising in Premium Book	43300	3,688	5,000	5,283	5,000
TOTAL EXHIBITS REVENUE	43000	15,067	20,650	11,353	21,213
HORSE SHOW REVENUE:					
Entry Fees	44200	425	340	0	0
Donations for Special Prizes	44300	1,125	1,000	0	1,555
Stall Fees	44400	15	15	0	50
TOTAL HORSE SHOW REVENUE	44000	1,565	1,355	0	1,605

Detail of Revenues

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
FAIR ATTRACTIONS/SPECIAL EVENTS REVENUE:					
Pageants	46200	0	2,000	0	2,145
Destruction Derby Gate	46400	14,306	6,000	0	10,000
Grandstand Pre-Sale (Speedway & Derby)	46500	2,544	3,500	0	3,500
Derby & Logging Show Sponsors & Entries	46600	0	8,000	0	6,000
Pie, Cake & Craft Auction		0		0	3,000
TOTAL FAIR ATTRACTIONS REVENUE	46000	16,850	19,500	0	24,645
MOTORIZED RACING - REVENUE:					
TOTAL MOTORIZED RACING REVENUE	46109	5,095	11,500	843	11,500
INTERIM ATTRACTIONS REVENUE:					
Performance Admissions - Concert Series	46209	0	0	0	0
TOTAL INTERIM ATTRACTIONS REVENUE	46009	0	0	0	0
MISCELLANEOUS FAIR REVENUE:					
Parking	47100	6,700	5,000	0	3,000
Camping Fees (Fairtime)	47700	7,693	8,000	5,176	8,000
Sponsorships	47900	8,660	1,000	0	1,500
TOTAL MISCELLANEOUS FAIR REVENUE	47000	23,053	14,000	5,176	12,500
MISCELLANEOUS NON-FAIR PROGRAMS:					
Fundraising - Cake Bake-Off		2,224	3,000	0	2,500
Fundraising - See's Candy		1,764	2,000	3,178	2,000
Fundraising - Calcutta		7,997	8,000	0	8,000
Fundraising - Bigfoot BBQ		0	10,000	0	10,000
Fundraising - Raffle		10,256	10,000	12,200	15,000
Fundraising - Flea Market		0		2,853	5,000
TOTAL MISC. NON-FAIR PROGRAMS		22,241	33,000	18,231	42,500

Detail of Revenues

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
INTERIM REVENUE:					
Rental of Buildings	48100	18,838	14,000	16,550	25,400
Grounds Rentals - RV	48200	62,031	40,000	95,898	70,000
Equipment Rentals	48300	1,300	450	200	500
Horse Stall Rentals		8,930	7,225	9,510	8,000
Tent Camp/Sewer	48400	1,117	1,000	6,142	5,000
Concessions	48700	80	2,000	0	2,000
Concessions - Ivan Book		0		923	4,000
Boat/RV Storage		11,455	10,000	10,933	12,000
Shower/Laundry		4,211	5,500	6,785	8,000
Fair Assn Membership		1,540	4,000	3,780	4,000
U-Haul		0		11,524	18,000
Misc Income		1,164	1,300	7,629	2,500
TOTAL INTERIM REVENUE	48000	110,665	85,475	169,874	159,400
TOTAL PRIOR YEAR REVENUE ADJUSTMENT:	49000	-449	0	-25	0
OTHER OPERATING REVENUE:					
Interest Earnings	49510	163	150	108	150
Insurance Fees/CC Handling	49511	713	300	10,682	0
Donations/Sponsorships (general)	49520	15,036	9,000	6,117	13,000
TOTAL OTHER OPERATING REVENUE	49500	15,912	9,450	16,907	13,150

Detail of Expenditures

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
ADMINISTRATION EXPENSE:					
Salaries & Wages - Permanent	50100	70,495	70,000	78,604	89,220
Salaries & Wages - Temporary	50200	920	1,000	3,296	0
Compensated Absences Expense	50300	1,360	4,374	1,360	
Employee Benefits	50310	9,566	5,000	5,287	4,015
Payroll Taxes	50320	6,301	4,835	5,125	7,583
Worker's Compensation Insurance	50330	11,074	13,028	1,199	12,733
Professional Services (Contractual)	50400	4,350	5,000	2,906	3,150
Director's Expense	50500	1,081	1,175	334	500
Traveling/Training Expense - Employees	50600	885	2,500	1,639	2,500
Office Supplies and Expense	50700	1,440	2,000	5,256	3,500
Telephone and Postage	50800	4,335	4,100	3,533	3,000
Dues and Subscriptions	50900	1,704	1,500	2,015	1,500
Insurance (General Liability)	51000	14,434	13,500	7,469	10,820
Miscellaneous	51100	8,183	6,700	5,079	6,000
Unemployment Insurance (Non-reimbursed)	51200	6,131	11,000	12,000	7,000
Audit Expense	51300	5,500	5,500	6,150	6,150
TOTAL ADMINISTRATION EXPENSE	50000	147,758	151,212	141,251	157,671
MAINTENANCE & GENERAL OPERATIONS:					
Salaries & Wages - Permanent	52100	0	24,000	27,372	50,250
Salaries & Wages - Temporary	52200	48,328	50,000	43,229	41,600
Employee Benefits - Holiday	52210				2,261
Payroll Taxes	52220	3,808	810	1,305	7,807
Professional Services (Contractual)	52300	24,351	10,700	4,284	15,000
Rental - Maintenance Equipment	52500	0	0	0	0
Light, Heat, Water and Power	52800	57,043	50,000	46,243	40,000
Maintenance of Equipment - Supplies & Expense	52900	8,924	10,000	5,567	5,000
Maint. of Bldgs. & Grounds - Supplies & Expense	53000	13,510	15,000	11,619	42,000
Trash Removal, Clean up (Contractual)	53100	6,782	7,500	6,455	9,000
Fees	53200	197	300	0	300
TOTAL MAINTENANCE EXPENSE	52001	162,943	168,310	146,075	213,218

Detail of Expenditures

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
PUBLICITY EXPENSE:					
Professional Services (Contractual)	54200	2,836	0	1,856	2,000
Supplies and Expense	54300	0	500	0	0
Advertising	54400	0	2,000	0	2,000
Public Relations Expense - 100 Yr Ann	54600	0	500	0	1,500
TOTAL PUBLICITY EXPENSE	54000	2,836	3,000	1,856	5,500
ATTENDANCE OPERATIONS:					
Salaries & Wages - Temporary	56101	176	1,000	1,008	3,000
Payroll Taxes	56120	0	330	330	255
Professional Services (Contractual)	56200	500	500	106	250
Supplies and Expense	56300	0	2,900	0	500
TOTAL ATTENDANCE OPERATIONS	56000	676	4,730	1,444	4,005
MISCELLANEOUS FAIR EXPENSE:					
Parking Lot - % paid to partner	57100	2,000	2,000	0	2,000
Exhibit Guide	57400	2,331	2,350	2,635	2,500
Sponsorships	57700	45	0	0	0
TOTAL MISCELLANEOUS FAIR	57000	4,376	4,350	2,635	4,500
MISCELLANEOUS NON-FAIR EXPENSES:					
Fundraising - BFBBQ - CBO - Sees - Cal	57105	6,688	100	2,697	12,100
COVID		0		637	1,000
U-Haul		0		794	600
Concessions - Interim		0		0	0
Concessions - Ivan Book		0		0	3,000
TOTAL MISC. NON-FAIR PROGRAMS	57005	6,688	100	4,128	12,100

Details of Expenditures

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
PREMIUMS EXPENSE (Excluding Horse Show):					
Cash Awards	58100	14,455	12,000	862	17,158
Trophies, Medals, Ribbons, Buckles	58200	5,795	6,000	4,104	6,000
TOTAL PREMIUM EXPENSE	58000	20,250	18,000	4,966	23,158
EXHIBITS EXPENSE:					
Salaries & Wages - Temporary	63101	4,027	6,500	0	7,640
Payroll Taxes	63120	308	252	0	650
Judges (Contractual)	63200	1,296	1,500	0	2,000
Professional Services - Other (Contractual)	63300	0	0	0	0
Supplies and Expense	63400	53	100	0	200
Decorations	63600	0	0	0	500
Computer	63700	914	500	999	1,000
TOTAL EXHIBITS EXPENSE	63000	6,598	8,852	999	11,990
HORSE SHOW EXPENSE (Including Premiums):					
Judges (Contractual)	64200	389	390	0	300
Supplies and Expense	64400	0	0	0	0
Cash Awards	64710				
Trophies, Medals, Ribbons, Buckles	64720				
Sponsored Cash Awards	64730				1,555
Sponsored Trophies, Medals, Ribbons	64740				
TOTAL HORSE SHOW EXPENSE	64000	389	390	0	1,855

Detail of Expenditures

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
FAIR ATTRACTION/SPECIAL EVENTS EXPENSE:					
Attractions Expense - Grounds/Entertainment/Lodging	66200	9,020	2,600	0	24,700
Special Events - 100 Yr Fireworks	66700	100	500	0	7,500
TOTAL FAIR ENTERTAINMENT	66000	9,120	3,100	0	32,200
MOTORIZED RACING EXPENSE:					
TOTAL MOTORIZED RACING EXPENSE	66109	175	0	1,800	0
MISCELLANEOUS NON-FAIR ENTERTAINMENT:					
	66809				
TOTAL INTERIM ENTERTAINMENT	66009	0	0	0	0

Detail of Expenditures

	Acct. No.	Actual 2019	Budgeted 2020	Estimated 2020	Proposed 2021
NON-CAPITALIZED EQUIPMENT EXPENSE (LIST) <i>(Cost less than \$5,000 and life less than one year):</i>					
Equipment Purchase		0	0	161	0
TOTAL EQUIPMENT EXPENSE	72300	0	0	161	0
PRIOR YEAR OPERATING EXPENSE ADJUSTMENT:					
General Expense Adjustments	80010	1,483		-85	
Removal of House from Asset to Expense		84,639			
PRIOR YEAR EXPENDITURE	80000	86,122	0	(85)	0
CASH SHORTAGES & OVERAGES:					
Miscellaneous	85900	0		0	
CASH (OVER)/UNDER	85000	0	0	0	0
DEPRECIATION EXPENSE: (From: Sch 7 / To: Pg. 1)	90000	70,794	69,000	69,650	70,000
*PENSION EXPENSE: (To: Pg. 1)	96000	0			0

Variance Report

Automatically prepared

	Acct. No.	Budgeted vs. Estimated Fluctuation		2020 Budgeted	2020 Estimated	2021 Proposed	Estimated vs. Proposed Fluctuation	
		\$ Change	% Change				\$ Change	% Change
OPERATING REVENUES:								
Admissions to Grounds	41000	(\$20,000)	-100.0%	\$20,000		\$21,500	\$21,500	#DIV/0!
Commercial Space	41500	(7,000)	-100.0%	\$7,000		\$7,500	7,500	#DIV/0!
Carnival	42100	(20,000)	-100.0%	\$20,000		\$20,000	20,000	#DIV/0!
Concessions	42000	(23,100)	-100.0%	\$23,100		\$23,500	23,500	#DIV/0!
Exhibits	43000	(9,298)	-45.0%	\$20,650	11,353	\$21,213	9,861	86.9%
Horse Show	44000	(1,355)	-100.0%	\$1,355		\$1,605	1,605	#DIV/0!
Fair Attractions	46000	(19,500)	-100.0%	\$19,500		\$24,645	24,645	#DIV/0!
Motorized Racing	46109	(10,658)	-92.7%	\$11,500	843	\$11,500	10,658	1265.0%
Interim Attractions	46009							
Miscellaneous Fair	47000	(8,825)	-63.0%	\$14,000	5,176	\$12,500	7,325	141.5%
Misc. Non-Fair Programs	47005	(14,769)	-44.8%	\$33,000	18,231	\$42,500	24,269	133.1%
Interim Revenue	48000	84,399	98.7%	\$85,475	169,874	\$159,400	(10,474)	-6.2%
Prior Year Revenue Adj	49000	(25)			(25)		25	-100.0%
Other Operating Revenue	49500	7,457	78.9%	\$9,450	16,907	\$13,150	(3,757)	-22.2%
TOTAL OPERATING REVENUES		(42,672)	-16.1%	265,030	222,358	359,013	136,655	61.5%
OPERATING EXPENDITURES:								
Administration	50000	(9,961)	-6.6%	151,212	141,251	157,671	16,420	11.6%
Maintenance & Gen Ops	52000	(22,235)	-13.2%	168,310	146,075	213,218	67,143	46.0%
Publicity	54000	(1,144)	-38.1%	3,000	1,856	5,500	3,644	196.4%
Attendance Operations	56000	(3,286)	-69.5%	4,730	1,444	4,005	2,561	177.4%
Miscellaneous Fair	57000	(1,715)	-39.4%	4,350	2,635	4,500	1,865	70.8%
Misc. Non-Fair Programs	57005	4,028	4027.6%	100	4,128	12,100	7,972	193.1%
Premiums	58000	(13,034)	-72.4%	18,000	4,966	23,158	18,192	366.3%
Exhibits	63000	(7,853)	-88.7%	8,852	999	11,990	10,991	1100.2%
Horse Show	64000	(390)	-100.0%	390		1,855	1,855	#DIV/0!
Fair Entertainment Expense	66000	(3,100)	-100.0%	3,100		32,200	32,200	#DIV/0!
Interim Entertainment Exp	66009							
Equipment (Funded by Fair)	72300	161			161		(161)	
Prior Year Expense Adj	80000	(85)			(85)		85	-100.0%
Cash (over/under)	85000	0			0		(0)	
Depreciation	90000	650	0.9%	69,000	69,650	69,000	(650)	-0.9%
TOTAL OPERATING EXPENDITURES		470,093	-484.6%	(97,014)	373,079	(107,184)	(480,263)	-128.7%
NET EFFECT		(\$512,765)	-141.6%	\$362,044	(\$150,721)	\$466,197	\$616,918	-4

Permanent Positions on Roster for 2021

Filled, Vacant, and Proposed

ACCT. NO.	Expenditure Classification CIVIL SERVICE CLASS TITLE	Proposed Hiring/Anniv Date	Total Number of Months	Pay Rate		Amount Budgeted	
				Amount	Per	Detail	Account Totals
	CEO/Fair Manager		12	\$4,210.00	Month	12	\$50,520.00
	Business Assistant		12	\$16.00	Hour	1,350	\$21,600.00
	Bookkeeper		12	\$19.00	Hour	900	\$17,100.00
	Maintenance		12	\$2,625.00	Month	12	\$31,500.00
	Maintenance/Mechanic		12	\$15.00	Hour	1,250	\$18,750
						Admin	\$89,220
						Maint.	\$31,500
						Grand Total	\$120,720

January 20, 2021 Page 34 of 214

January 20, 2021 Page 35 of 214

Proposed 2021 Contractual Professional Services

ACCT. NO.	TYPE OF SERVICE	No. of Posi- tions	Est. Length of Services (hours, days, months)		Amount Budgeted	
			Number	Unit Rate	Detail	Account Totals
	Exhibits Program		1 year	\$500.00		
	Accounting Program		1 year	\$3,000.00		
	Web Site Hosting		1 year	\$150.00		
	Restroom service - Fair		Fair duration	\$2,000.00		
	Fire Extinguisher Service		1 year	\$2,000.00		
	Sanitary Service units - Fair		Fair duration	\$2,000.00		
	Misc Maintenance Prof Services			\$1,258.00		
	Fairtime Electrical Repairs		Fair duration	\$1,000.00		
	Waste Disposal		1 year	\$9,000.00		
	TCLS - Fair First Aid station		Fair duration	\$500.00		
	Exhibits Judges		Fair	\$2,000.00		
	Horse Show Judge		Fair	\$300.00		
	Fair Sound Contract		3 days	\$1,605.00		
	Auctioneer		Quilts/Livestock	\$3,800.00		
	Teen Dance DJ		1 night	\$200.00		
	Livestock Carcass Judge		1 day	\$500.00		
	Lunches for Judges		5 days	\$500.00		
	Vet - ?		4 days	\$400.00		
	Poultry Inspector		1 day	\$150.00		
			Total	\$30,863.00		

**PROPERTY, PLANT & EQUIPMENT
PROPOSED ACQUISITIONS & DISPOSITIONS**

TRINITY COUNTY FAIR
(Legal Name of Fair)

TRINITY COUNTY
(Location)

	Estimated 2020	Proposed 2021
PROPERTY, PLANT & EQUIPMENT (PP&E), January 1:	2,575,638	\$2,575,638
ACQUISITIONS OF FIXED ASSETS:		
Land	0	0
Buildings & Improvements:		
Major Maintenance (MMP) Projects	0	0
ADA Projects	0	0
Building Improvements	0	0
Land Improvements	0	0
New Construction	0	0
Construction in Progress	0	0
Equipment	0	0
Other Fixed Assets	0	0
Other:	0	0
TOTAL ACQUISITIONS OF FIXED ASSETS	0	0
TOTAL PP&E BEFORE DISPOSITIONS & DEPRECIATION	2,575,638	2,575,638
DISPOSITION OF FIXED ASSETS (Salvaged, Sold, etc.):		
Land	0	0
Buildings & Improvements	0	0
Equipment	0	0
Other Fixed Assets	0	0
Other:	0	0
TOTAL DISPOSITIONS OF FIXED ASSETS	0	0
PP&E BEFORE DEPRECIATION, December 31	2,575,638	2,575,638
DEPRECIATION:		
Accumulated Depreciation, January 1	1,409,021	1,478,671
Less A/D on Dispositions of Fixed Assets above		
Annual Depreciation Expense (from page 10)	69,650	70,000
Accumulated Depreciation, December 31	1,478,671	1,548,671
PP&E, NET OF DEPRECIATION, December 31	1,096,968	1,026,968
LONG-TERM DEBT (ASSOCIATED WITH FIXED ASSETS)		0
INVESTMENT IN CAPITAL ASSETS, DECEMBER 31	\$1,096,968	\$1,026,968

**NON-FAIR FUNDS RECONCILIATION
FOR CAPITALIZED PROJECTS**

TRINITY COUNTY FAIR

(Legal Name of Fair)

	Account Number	Estimated 2020	Proposed 2021
SUMMARY: January 1 to December 31			
PRIOR YEAR RESOURCES RECEIVED (Reclassified as CY Revenue)		0	0
RESOURCES ACQUIRED (Both cash rec'd & funds held outside of fair)			
Revenue Generating Funds	31900		
Major Maintenance (MMP) Funds	31900		
ADA Funds	31900		
Infrastructure Matching Grants Fund	31900		
Infrastructure Loan Program	31900		
Replenishment Fund (Investment Capital)	31900		
Environmental Investment Program	31900		
Urgent Needs Fund	31900		
Flex Capital Funds (Used for capitalized assets only)	31900		
Grants from Outside Entities	31900		
Other (Specify)	31900		
TOTAL RESOURCES		0	0
RESOURCES APPLIED (Run through Fair's accounting system) :			
Construction in Progress	19000		
Land	19100		
Buildings & Improvements	19200		
Equipment	19300		
Leasehold Improvements	19400		
Other (Specify)			
TOTAL Non-Fair Funds Run Through Fair's Books		0	0
RESOURCES APPLIED (Paid directly by Non-Fair Entity)			
Construction in Progress	19000		
Land	19100		
Building & Improvements	19200		
Equipment	19300		
Leasehold Improvements	19400		
Other (Specify)			
TOTAL Non-Fair Funds Paid Directly by Non-Fair Entity		0	0
FUNDS REMAINING (Show as Deferred Revenue)		\$0	\$0

TRINITY COUNTY
Item Report 2.4

Meeting Date: 1/20/2021

Department:
Sheriff

Contact:
Jill Lynn

Phone:
(530)623-8108

2.4 Amendment 2: Daniel W. Harwood, M.D. (19-037)

Requested Action:

Approve amendment number 2 to the agreement with Daniel W. Harwood, M.D. extending the term to June 30, 2023 to perform autopsies on an as needed basis.

Fiscal Impact:

\$55,000 from the Sheriff's budget.

Summary:

The Trinity County Sheriff's Office has had an agreement with Daniel W. Harwood, M.D. since 2007 as he is the only surgeon in Weaverville to perform basic autopsies, and we would like to continue to use his services.

Alternatives Including Financial Implications:

Deny the amendment and advise staff.

Departmental Recommendation:

Denial of the amendment will place a strain on the Coroner budget as the other agencies we use are a great distance away and much more expensive. It is the Staff's recommendation that the Board approve amendment number 2 to the agreement with Daniel W. Harwood, M.D. extending the term to June 30, 2023, to perform autopsies on an as needed basis.

ATTACHMENTS:

Description

2020 Amendment

2019 Agreement

2021 Amendment 2

AMENDMENT NO. 1
TO CONTRACT NO. 19-037 BETWEEN
THE COUNTY OF TRINITY
AND
Daniel W. Harwood, M. D.

WHEREAS, a Standard Form Personal Services Contract was entered into the 1st day of July, 2019 by and between the COUNTY OF TRINITY, and Daniel W. Harwood, M. D., to provide the services of a surgeon to perform autopsies ("Agreement"); and

WHEREAS, the Agreement provides for a termination date of June 30, 2020; and

WHEREAS, the parties wish to:

1. Extend the term of the Agreement; and
2. Update Exhibit B; and

WHEREAS, the agreement provides for amendments;

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

1. Section XV of the Agreement is amended in its entirety to read as follows:
This Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2021.
2. Replace Exhibit B in its entirety with Exhibit B (Compensation or Fees to be Paid to Contractor), the updated rates, attached hereto and incorporated herein.

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 2nd day of June, 2020.

COUNTY OF TRINITY:

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

Date: 6/2/2020

CONTRACTOR:

By Dan Harwood
Name: Dan Harwood
Title: _____

Date: 6/5/20

Approved as to form:



MARGARET E LONG
County Counsel

RISK MANAGEMENT APPROVAL

By: 

Shelly Nelson
Human Resources/Risk Management Director

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

- | | |
|---|-------------------|
| 1. Gross External Exam | \$200.00 |
| 2. Basic Autopsy (Body Only) | \$650.00 |
| 3. Autopsy of Body, Including Head | \$800.00 |
| 4. Testimony (Court) | \$350.00 per hour |
| 5. Consultation | \$250.00 per hour |
| (Referral by Sheriff's Office Personnel only) | |

CONTRACT NUMBER	19-037	SO
COUNTY ORIGINAL		

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
Daniel W. Harwood, M.D.

THIS AGREEMENT is made and entered into this 1st day of July 2019, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and Daniel W. Harwood, M.D. hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain the services of a surgeon to perform autopsies; 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 \$55,000.00, per fiscal year, including direct non-salary expenses.
- VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date. If the County fails to pay a claim within the 60 days from receipt of invoice, a fee of \$25 per month will incur until payment has been made. Notwithstanding any other provision herein, payment may be delayed without penalty if the Contractor fails to procure up to date proof of Insurance.

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

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

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

- VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance as mutually agreed upon between parties. Time is of the essence with respect to this Contract.
- VIII. INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

- A. Contractor shall also provide commercial or personal automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000 per accident for bodily injury and property damage.

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

Trinity County
PO Box 1228
Weaverville, CA 96093

- B. The Contractor shall be required to carry Professional Liability coverage in the amount of \$1,000,000 per occurrence or claim.

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

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

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

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.
- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XI. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XII. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XIII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XIV. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any

other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XV. TERM OF AGREEMENT: This Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2020.
- XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XVIII. TERMINATION:
- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.
 - B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
 - D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.
- XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

- XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.
- XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.
- XXIII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.
- XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act. Contractor shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit "C", which is hereby incorporated by reference.
- XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

Trinity County Sheriff's Office
PO Box 1228
Weaverville, CA 96093
(530)623-3740

Notices shall be given to Contractor at the following address:

Daniel W. Harwood, M.D.
PO Box 1225
Weaverville, CA 96093
(530)623-3600

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

COUNTY OF TRINITY:

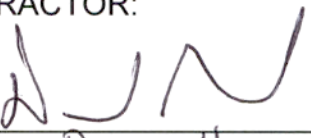
By 
Judy Morris, Chairman
Trinity County Board of Supervisors

Date: 4/2/2019

Approved as to form:


MARGARET E LONG
County Counsel

CONTRACTOR:

By 
Name: Dan Harwood
Title: _____

Date: 4/30/19

RISK MANAGEMENT APPROVAL

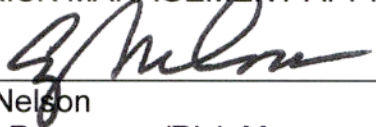
By: 
Shelly Nelson
Human Resources/Risk Management Director

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

Autopsy services on a case-by-case basis as agreed upon by the parties.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

- | | |
|---|-------------------|
| 1. Gross External Exam | \$150.00 |
| 2. Basic Autopsy (Body Only) | \$500.00 |
| 3. Autopsy of Body, Including Head | \$600.00 |
| 4. Testimony (Court) | \$350.00 per hour |
| 5. Consultation | \$250.00 per hour |
| (Referral by Sheriff's Office Personnel only) | |

EXHIBIT "C"
HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

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

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

Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Agreement of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.

- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

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

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

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

Permissible Requests by Covered Entity

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

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Services Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

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

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

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

Miscellaneous

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

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

**AMENDMENT NO. 2
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 19-037.1 SO)
BETWEEN
THE COUNTY OF TRINITY
AND
Daniel W. Harwood, M.D.**

WHEREAS, a Contract was entered into the 1st day of July, 2019, the 2nd day of June, 2020 by and between the COUNTY OF TRINITY ("County"), and Daniel W. Harwood, M.D. ("Contractor"), to provide the services of a surgeon to perform autopsies; and

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

WHEREAS, the parties wish to:

1. Extend the terms of the Agreement; and

WHEREAS, the Contract provides for amendments;

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

1. Section XV of the Agreement is amended in its entirety to read as follows:
This Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2023.

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

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this 20th day of January, 2021.

COUNTY OF TRINITY:

CONTRACTOR:

By _____
Jeremy Brown, Chairman
Trinity County Board of Supervisors

By _____
Name: Daniel W. Harwood, M.D.
Title.: _____

Date: _____

Date: _____

Approved as to form:

Margaret E. Long
County Counsel

Risk Management Approval:

By: _____
Shelly Nelson
Human Resources/Risk Management
Director

TRINITY COUNTY

Item Report 2.5

Meeting Date: 1/20/2021

Department:
Sheriff

Contact:
Jill Lynn

Phone:
(530)623-8108

2.5 Agreement: Frontier Communications (20-201)

Requested Action:

Approve an agreement with Frontier Communications to provide installation and maintenance services for phone lines at the new Jail Facility.

Fiscal Impact:

\$3,100 per fiscal year from the Sheriff's budget.

Summary:

The Trinity County Sheriff's Office currently uses Frontier Communications for phone lines and would like to continue to utilize their services at the new Jail Facility.

Alternatives Including Financial Implications:

Deny the agreement and advise staff.

Departmental Recommendation:

Denial of the agreement will put a stop in the construction of the new Jail Facility causing delays in opening the facility and costing more money. It is the staffs recommendation that the Board approve an agreement with Frontier Communications to provide installation and maintenance services for phone lines at the new Jail Facility.

ATTACHMENTS:

Description

Addendum

Ethernet Internet Access Schedule

Exhibit A - FSA County of Trinity signed 07/11/19

Exhibit B - Quote

**SERVICES AGREEMENT
BETWEEN
COUNTY OF TRINITY
AND
Frontier Communications**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of December, 2020, by and between the County of Trinity ("County"), and Frontier Communications ("Contractor").

WHEREAS, County desires to retain a person or firm to provide the following services: Installation and maintenance services for internet lines at the new Jail Facility;

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

WHEREAS, the parties hereto wish to enter into agreement terms provided by Contractor which are attached hereto as Exhibit A;

WHEREAS, the agreement terms provided by Contractor do not meet the requirements of the County's contracting policy; and

WHEREAS, the parties wish to supersede certain terms provided by Contractor with the below terms.

NOW, THEREFORE, the parties agree to the following:

- I. **MAXIMUM COST TO COUNTY:** Notwithstanding any other provision of this Agreement, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$5,701.00 per fiscal year, including direct non-salary expenses.
- II. **INSURANCE:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

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

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

Trinity County
PO Box 1228
Weaverville, CA 96093

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

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

Trinity County
PO Box 1228
Weaverville, CA 96093

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

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

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

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

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

- III. **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 Agreement and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.
- IV. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Agreement and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- V. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- VI. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Agreement are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

- VII. 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.
- VIII. TERM OF AGREEMENT: This Contract shall commence on December 1, 2020 and shall terminate on November 30, 2023. The term of this agreement shall be automatically renewed for successive periods of 1 year each thereafter unless either party gives written notice of termination to the other at least 45 days prior to the termination of the initial term or a successive renewal term.
- IX. 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.
- X. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.
- XI. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XII. 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 misconduct.
- XIII. 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.
- XIV. 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.
- XV. 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.

- XVI. EXHIBITS: All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	CONTRACT TERMS
Exhibit B	FEES

For the avoidance of doubt, all of the above provisions in this Agreement shall supersede any analogous provisions in the agreement terms that are attached hereto as Exhibit A.

[signature page to follow]

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

COUNTY OF TRINITY:

CONTRACTOR:

By _____
Jeremy Brown,
Chairman, Board of Supervisors

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

This is Schedule Number S-0000249990 to the Frontier Services Agreement dated July 5, 2019 ("FSA") by and between Trinity County Sheriff Dept ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 701 Tom Bell Rd, Weaverville CA 96093
 Schedule Type/Purpose: Order for new Services

Schedule Date: October 7, 2020
 Service Term: 36 months

Service Summary		NRC	MRC
Ethernet Access Circuit(s)	(details in Table 1)	\$ 250.00	\$ 455.00
Static Block(s) (*NRC waived on Renewal; details in Table 2)		\$ 0.00	\$ 0.00
Special Construction		\$ 0.00	\$ 0.00
Total:		\$ 250.00	\$ 455.00

Table 1: Ethernet Access Circuit					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A new	701 Tom Bell Rd, Weaverville, CA, 96093,	Access CIR (Mbps)	10 Mbps Mbps	\$ 250.00	\$ 455.00
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Select Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Select Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Select Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Select Mbps	\$	\$
Subtotal:				\$ 250.00	\$ 455.00

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): A new	/29 - \$0 NRC, \$0 MRC	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$ 0.00	\$ 0.00

1. Service Description.

a. **Ethernet Internet Access ("EIA")** EIA is a dedicated connection from Customer Service Location to the public Internet which provides reliable, secure and scalable bandwidth. EIA supports symmetrical upload and download bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. **Special Construction: All Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. **Obligations of Customer.** Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. **After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. Service Level Agreement. The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Trinity County Sheriff Dept

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT 1

Service Level Agreement

This **Ethernet Internet Access Service Level A Agreement ("SLA")** applies to an Ethernet Internet Access (EIA) Schedule, executed by and between **Trinity County Sheriff Dept ("Customer")** and **Frontier Communications of America, Inc. ("Frontier")**. The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or EIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

- B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the EIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Ethernet Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When EIA Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
 - D. This SLA guarantees service performance of Frontier's Ethernet Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual EIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EIA Service reaches Chronic Outage status, then Customer may terminate the affected EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

This Frontier Services Agreement ("FSA") is effective as of 07/05/2019 by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and County of Trinity, whose primary address is 11 Court Street, WEAVERVILLE, California, 96093-1828 ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not

provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

3. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

4. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance

or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

5. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or

property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

6. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

7. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

8. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

9. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

10. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

11. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

12. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

13. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance

hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

14. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

15. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

16. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

17. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

Frontier Communications of America, Inc.

Signature:

Tim Ross

Printed Name:

Tim Ross

Title:

Director of Enterprise

Date:

7/31/2019

Contractual Notice:

Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

18. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

19. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

20. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

County of Trinity

Signature:

Michael Singleton

Printed Name:

Michael Singleton

Title:

Network Administrator

Date:

7-11-2019

Contractual Notice:

11 Court Street, WEAVERVILLE, California,
96093-1828

Attn: Legal Department

EXHIBIT B



Product and Service Quote

Customer: Trinity County Sheriff Department
61 Airport Rd, Weaverville CA 96093

Date: 17-Nov-20
Prepared By: Todd Karcz
Phone: 715-823-1226
Email: Todd.Karcz@ftr.com

Description: 5 Basic POTS Centranet Lines

Quantity	Description	Contract Term (in months)	One-Time Charge	Monthly Charge
5.00	Centranet POTS lines	MTM		\$205.50
1.00	Install Charges		\$560.64	
TOTAL			\$560.64	\$205.50

Comments:

Thank you for the opportunity to quote this business!

Frontier is pleased to present this proposal. The service set forth in this proposal will be provided by Frontier Communications Corporation. Frontier does not consider the proposal itself to be a legally binding offer to contract. Final installed price may vary based on site survey and other factors. This quote is valid for up to thirty days from the date hereof. Taxes and surcharges are not included.

This proposal is confidential and contains proprietary information. The contents contained herein are not to be shared with parties other than the customer and employees named in this document. This document is confidential and the property of Frontier Communications Corporation.

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TRINITY COUNTY

Item Report 2.6

Meeting Date: 1/20/2021

Department:
Sheriff

Contact:
Jill Lynn

Phone:
(530)623-8108

2.6 Agreement: US Department of Justice- Drug Enforcement Administration (DOJ Agreement 2021-51) (21-001)

Requested Action:

Ratify the Sheriff's signature on an agreement with the US Department of Justice Drug Enforcement Administration (2021-51) for the Domestic Cannabis Eradication Suppression Program for 2021.

Fiscal Impact:

Revenue in the amount of \$105,000 to the Sheriff's Office.

Summary:

This is an annual agreement with the DEA that provides \$105,000 in funding to the Trinity County Sheriff's Office. Monies will be used for investigation and eradication of cannabis including personnel overtime, equipment purchases, and costs associated with aircraft rental.

Alternatives Including Financial Implications:

Deny the agreement and advise staff.

Departmental Recommendation:

Denial of this agreement will cause the Sheriff's Office to be short in anticipated revenue of \$105,000. It is the staff's recommendation that the Board approve an agreement (2021-51) with the US Department of Justice Drug Enforcement Administration for the Domestic Cannabis Eradication Suppression Program for 2021 and to ratify the Sheriff's signature.

ATTACHMENTS:

Description

CEP Financial Information form
2021 CEP Agreement #2021-51



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2020

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:

Account Number:

Name of Bank/Financial Institution:

Address of Bank/Financial Institution:

Telephone Number of Bank/Financial Institution:

Contact Person of Bank/Financial Institution:

Bank/Financial Institution ABA Number:

State-Local Agency Name / LOA Number:

E-mail Address for Agency's Financial/
Accounting Section for Transfer Notifications:



Terri McBrayer, Treasurer
Authorized Agency Representative (Name & Title)

[Signature]
Signature of Authorized Agency Representative

1-6-21
Date

Investigative Support Section (ODS)
DEA Headquarters



**U.S. Department of Justice
Drug Enforcement Administration**

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2021-51

This Letter of Agreement (LOA) is entered into between the **TRINITY COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

- f. **MANDATORY requirement for *THE AGENCY* to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - g. Submit electronically the signed "State/Local Agency DCESP Monthly Accounting Form" (DEA DCE/SP monthly expenditure report) with a copy of ***THE AGENCY's*** general ledger to the DEA Regional Contractor. If applicable, attached an invoice reflecting the expenditures for equipment in excess of \$2,500.00, which was previously approved by DEA Headquarters, and the expenses associated with the rental of leasing of vehicles or aircraft. When overtime is claimed the officer's name, date worked, hours worked, and rate of pay are REQUIRED. NOTE: Monthly "zero expenditures" are also required.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one (§1) shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g., equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.
3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00)** for the period of October 1, 2020 to September 30, 2021, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed".

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other

resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e., time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. *[Agency Initials]*

All purchases of equipment, supplies and other resources must be requested in writing, through the respective DEA Division, to the Investigative Support Section (ODS).

Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. *[Agency Initials]* Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase.** *[Agency Initials]* All requests for purchases must be received in HQ/ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE**

AGENCY or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of "supplies" as defined in 2 C.F.R. § 200.314 (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.313), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment as defined at 2 C.F.R. § 200.313 (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payments by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. No funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure will be documented on the September (FINAL) DCESP Monthly Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non- Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-21 (10/01/2020 through 09/30/2021)**).
10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources)

for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for six years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; 1) Electronic Funds Transfer Memorandum; 2) Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the 3) Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind

and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY's current DUNS No. is 621275650 .

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued December 2020.

TRINITY COUNTY SHERIFF'S OFFICE

Printed Name & Signature: Tim Saxon  (Blue Ink Only)

Title: SHERIFF

Date: 1-6-2021

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____ (Blue Ink Only)

Special Agent in Charge – San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2021/AFF-B-OP/OD/8210000/DEA-JLE/DCE: _____

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.



U. S. Department of Justice
Drug Enforcement Administration
Investigative
DEA Headqu

*emailed to
Terri McBrayer
01/05/21 JL*

www.dea.gov

October 1, 20.

**All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies**

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account: _____

Account Number: _____

Name of Bank/Financial Institution: _____

Address of Bank/Financial Institution: _____

Telephone Number of Bank/Financial Institution: _____

Contact Person of Bank/Financial Institution: _____

Bank/Financial Institution ABA Number: _____

State-Local Agency Name / LOA Number: _____

E-mail Address for Agency's Financial/
Accounting Section for Transfer Notifications: _____

Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

**Investigative Support Section (ODS)
DEA Headquarters**



U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: TRINITY COUNTY SHERIFF
P.O. BOX 1228
WEAVERVILLE, CA 96093

2. Application Number and/or Project Name

2021-51

3. Grantee IRS/Vendor Number

94-6000544

4. Typed Name and Title of Authorized Representative

Tim Saxon, Sheriff

5. Signature



1-6-2021

6. Date

(BLUE INK ONLY)



ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14 approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

[Handwritten Signature]

Signature

1-6-2021

Date

Agency Name & LOA Number:

2021-51 Trinity County S.O.

TRINITY COUNTY

Item Report 2.7

Meeting Date: 1/20/2021

Department:
Transportation

Contact:
Richard Tippet

Phone:
(530)623-1365

2.7 Agreement: Albina Asphalts - Schedule I and V.S.S. Emultech - Schedule II; Asphaltic Emulsions Contract (20-184A &B)

Requested Action:

Award to Albina Asphalts the contract for Asphaltic Emulsions Schedule I and V.S.S. Emultech the contract for Asphaltic Emulsions Schedule II.

Fiscal Impact:

\$388,632 from Road Funds (RMRA Fund 105).

Summary:

Annually staff releases a request for quotation for Asphaltic Emulsions which is oil used for chip sealing and fog sealing roads. The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. This year's estimate was for approximately 690 tons of PMCRS2H (3%PM) oil requested for Schedule I and 137 tons of CSS-1H 50/50 oil requested for Schedule II. The oil will be used for Road Maintenance and Rehabilitation Account (RMRA) projects earlier approved by the Board. This years approved budget has \$500k set aside for Asphaltic Emulsions.

Discussion:

Two vendors submitted bid proposals to the County.

Albina Asphalt of Vancouver, WA. had the lowest bid for Schedule I in the amount of \$340,208.75

V.S.S. Emultech of Redding, Ca had the lowest bid for Schedule II om the amount of \$48,422.70

Total cost of emulsions \$388,631.45 which is included in the Road – RMRA Department budget under Special Departmental Expense. Both bids are attached.

While each of these bids has a quantity of materials expected to be purchased, the actual value can vary based on needs and opportunities of the Road Department. Bid unit prices cannot change for the period of the contract, but the total quantity can be higher or lower than what was established in the bid total. Opportunities might present itself to do more work than originally proposed, which could exceed the total value of the bid, but the total value of the work will not exceed the value of the amount budgeted as presented above without further Board action.

Alternatives Including Financial Implications:

Deny award and direct staff

Departmental Recommendation:

Approve requested action.

ATTACHMENTS:

Description

Agreement

RFQ

Bid Summary

Sch I - Bid

Sch II - Bid

**AGREEMENT FOR SUPPLYING
COUNTY OF TRINITY
WITH
ASPHALT EMULSIONS**

THIS AGREEMENT made this ____ day of _____, 2021, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphaltic Emulsions; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphaltic emulsions as outlined on the COUNTY'S "Request for Quotation" dated December 4, 2020 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphaltic emulsions delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance is required as shown in Exhibit A (copy attached).

7. This Agreement shall cover the period of January 1, 2021 through December 31, 2021, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.
8. INDEMNIFICATION: Vendor 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 Vendor 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.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
 - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. 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.
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphaltic emulations under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based on purchase orders submitted by COUNTY.
12. COUNTY reserves the right to purchase asphaltic emulations from other suppliers.
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

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

"COUNTY OF TRINITY"

BY: _____
"VENDOR"

BY: _____
JEREMY BROWN
CHAIRMAN-Board of Supervisors
County of Trinity
"COUNTY"

ATTEST:
Clerk of the Board of Supervisors

BY: _____
Deputy

INSURANCE REQUIREMENT FOR CONTRACTORS

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 work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.
4. Contractor's Pollution Liability applicable to the work being performed.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Contractor's Pollution Liability** applicable to the work being performed, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate per policy period of one year

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage's

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-: VIII.

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.



TRINITY COUNTY

DEPARTMENT OF TRANSPORTATION

P.O. BOX 2490, WEAVERVILLE, CALIFORNIA 96093

PHONE (530) 623-1365

FAX (530) 623-5312

Email: tcdot@trinitycounty.org

December 4, 2020

REQUEST FOR QUOTATION

Proposals for furnishing Asphaltic Emulsions to the Trinity County Department of Transportation will be received in our office located at 31301 State Highway 3, PO Box 2490, Weaverville, CA, 96093, until the hour of 4:00 p.m., on January 5, 2021 at which time they will be publicly opened and read.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, CA, 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank form furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals are required for the entire work described in the specifications. Proposals may be made for one, any combination of or all of Schedules.

Proposals are to be submitted to the Department of Transportation prior to the specified opening time, in sealed envelopes, clearly identified, as **PROPOSAL NO. 21-3, ASPHALTIC EMULSIONS** on the front of the envelope. All proposals received after the specified opening time will not be considered and will be returned unopened.

A contract for these products will be let per individual schedule and award will be made to the lowest responsible vendor for each schedule.

One copy of the agreement is attached. The contract period shall be from January 1, 2021 through December 31, 2021, with the option to extend for one year by mutual consent between COUNTY and VENDOR.

Trinity County Code Section 3.08.36B grants a five percent (5%) bid preference to local bidders.

The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

The agreement may be extended on an annual basis, without rebidding, by mutual consent of County and Vendor.

Proposals shall be valid for 30 days.

THIS IS NOT AN ORDER

SIGNED: _____

RICHARD TIPPETT
DIRECTOR OF TRANSPORTATION

SPECIFICATIONS

ASPHALTIC EMULSIONS

Proposal prices shown by vendors on the attached Proposal Form Schedules are to be F.O.B. the plant location shown at pick up dates and times specified by the County. These prices shall include any and all charges for the asphalt products indicated, including all applicable taxes in effect at the time of proposal opening. Although sales and use tax may be included on individual billings, some orders, for resale only, may be tax exempt under the County's resale permit.

Payment adjustments will be made for price index fluctuations in accordance with Section 9-1.07 of the Standard Specifications dated 2018 of the State of California, Department of Transportation.

The Vendor is to indicate in the space provided on the Proposal Forms the current freight rates for truck deliveries to areas of anticipated use within Trinity County. The purpose of requesting this information is to determine what advantage, if any will result from awarding to a Vendor whose plant location is closest to anticipated delivery points within Trinity County.

The Vendor is to indicate in the spaces provided the charges for hauling back to his plant any load or partial load, in the event of an unanticipated breakdown of County equipment or weather change.

For comparison of proposals, an estimate of three "haul backs" of approximately 12 tons each (approximately ½ truck and trailer load) will be used.

No "haul back" will be paid in the event of a breakdown of Vendor's equipment. County will not be charged for the quantity of product hauled back and Vendor shall furnish County with a copy of the "weight back" ticket.

The Vendor shall furnish asphalt to the county's designated trucker, at the Vendor's plant, within twelve (12) hours of receipt of notice that delivery will be requested by County. Said notice of delivery may be telephoned notification from the trucker designated by the County of Trinity that an order for delivery has been placed.

The County anticipates that some orders may be less than full truck and trailer load, and may be only a truck load.

Materials furnished under the awarded proposal schedules shall conform to the Standard Specifications, State of California, Department of Transportation, dated 2018, in all respects. Specific attention is directed to Section 94 of said specifications.

The Vendor shall make available for review a certified copy of tests representing any shipment. All shipments shall be certified that the material meets all the requirements of Section 94 of the above referenced Standard Specifications. The County reserves the right to sample and test any shipment and the Vendor shall provide two (2) sampling containers suitable for such testing with each truck and trailer load of asphaltic emulsions delivered to the County.

The quantities on the "Schedule" are approximate only, being given as a basis for comparison of proposals, and the County of Trinity does not, expressly or by implication, agree that the actual amount of purchase will correspond therewith, but reserves that right to increase or decrease the amount of any item, or to omit items, as may deemed necessary by the County.

Nothing in this proposal shall be construed to require the County of Trinity to purchase from the successful vendor, asphalt types not included on the Schedule or quantities of less than a truck and trailer load.

Nothing in this proposal shall be construed to require the County to utilize trucks owned by or under contract to the Vendor.

The County reserves the right to discontinue further purchase should the Vendor fail to perform in accordance with these specifications or conditions set forth on the Proposal Form.

PROPOSAL FORM

SCHEDULE I – Page 1

PMCRS2H - ASPHALTIC EMULSIONS

NAME OF VENDOR _____

ADDRESS _____

POINT OF LOCATION _____

The undersigned, as Vendor, agrees to furnish the Trinity County Department of Transportation with asphalt materials at the prices shown in the following schedule, during the period of January 1, 2021 through December 31, 2021. Unit prices include all charges for the material, F.O.B. County of Trinity's designated trucks, at Vendor's plant, including all applicable current taxes, except sales tax, which may be added to billings unless exemption is requested by the County for occasional resale to other agencies.

<u>TYPE OF MATERIAL</u>	<u>EST. QTY. (TONS)</u>	<u>UNIT PRICE (PER TON) F.O.B. VENDOR'S PLANT LOCATION SHOWN ABOVE</u>
ASPHALTIC EMULSIONS		
PMCRS2H(3%PM)	690	\$ _____ \$ _____

7.25% Tax \$ _____

ITEM 1: TOTAL PRODUCT COST \$ _____

SCHEDULE I – Page 2

PMCRS2H - ASPHALTIC EMULSIONS

Using current freight rates we find that delivery cost from our plant to various Trinity County locations are as follows for truck load lots of Asphaltic Emulsions, applicable taxes and charges included:

1. FREIGHT RATES:

<u>LOCATION</u>	<u>EST. QTY. TONS</u>	<u>DELIVERY</u>		
Hayfork	75	\$ _____	PER TON	\$ _____
Lewiston	122	\$ _____	PER TON	\$ _____
Hawkins Bar	75	\$ _____	PER TON	\$ _____
Weaverville	144	\$ _____	PER TON	\$ _____
Ruth Zenia Rd	75	\$ _____	PER TON	\$ _____
Van Duzen Rd	117	\$ _____	PER TON	\$ _____
Zenia Lake Mt Rd	82	\$ _____	PER TON	\$ _____

ITEM 2: TOTAL DELIVERY \$ _____
COST

SCHEDULE I – Page 3

PMCRS2H - ASPHALTIC EMULSIONS

II. ACCESSORIAL CHARGES:

1. SPREADING CHARGES:

Spreader Truck – Hrs. Free Time _____
Charge Thereafter (per hour) \$ _____ X 40 hrs = _____*
*
Transport Truck – Hrs. Free Time _____
Charge Thereafter (per hour) \$ _____ X 40 hrs = _____*
*

2. DEMURRAGE CHARGES: (unload into County tank)

Hrs. Free Time _____
Charge Thereafter (per hour) \$ _____ X 40 hrs = _____*
*

3. HAUL BACK:

Estimate Quantity 15 Ton @ _____ Per Ton = _____

ITEM 3:	TOTAL ACCESSORIAL CHARGES	\$ _____*
Award To Be Based on GRAND TOTAL of		\$ _____*
Product Cost (Item 1)		
Delivery Cost (Item 2)		
Accessorial Charges (Item 3)		

* In determining the low bidder on this Schedule, the County will refer to the "Grand Total" of items 1, 2, and 3 above, Product Costs, Delivery Cost, and Accessorial Charges. All bids submitted must allow two (2) hours free time for spreading and must include an hourly rate thereafter for spreading. The County will then multiply that rate by the projected number of hours, using the same number of hours in comparing all bids. All bids must also include two (2) hours free time for demurrage and must include an hourly rate thereafter. The County will insert the projected number of hours, and will use the same number of hours in comparing all bids. Haul-back charges will be based upon each bidder's rate per ton, multiplied by the amount of 15 tons to arrive at a total.

Spaces marked with an asterisk (*) will be filled in by County. All others to be filled in by Vendor.

SCHEDULE I – Page 4

PMCRS2H - ASPHALTIC EMULSIONS

We agree to furnish the Trinity County Department of Transportation, materials shown on above Proposal Schedule I in conformance with the conditions and prices set forth on said Schedule I and in conformance with the specification attached hereto, for the period January 1, 2021 through December 31, 2021.

SUBMIT IN QUADRUPLICATE IN SEALED ENVELOPE.
ATTACH SPECIFICATION SHEETS

COMPANY _____

SIGNATURE _____

TITLE _____

PROPOSAL FORM

SCHEDULE II – Page 1

CSS-1H - ASPHALTIC EMULSIONS

NAME OF VENDOR _____

ADDRESS _____

POINT OF LOCATION _____

The undersigned, as Vendor, agrees to furnish the Trinity County Department of Transportation with asphalt materials at the prices shown in the following schedule, during the period of January 1, 2021 through December 31, 2021. Unit prices include all charges for the material, F.O.B. County of Trinity's designated trucks, at Vendor's plant, including all applicable current taxes, except sales tax, which may be added to billings unless exemption is requested by the County for occasional resale to other agencies.

<u>TYPE OF MATERIAL</u>	<u>EST. QTY. (TONS)</u>	<u>UNIT PRICE (PER TON)</u>	
		<u>F.O.B. VENDOR'S PLANT</u>	<u>LOCATION SHOWN</u>
		<u>ABOVE</u>	
ASPHALTIC EMULSIONS			
CSS-1H- 50/50	137	\$ _____	\$ _____
		\$ _____	\$ _____
		7.25% Tax	\$ _____
ITEM 1:	<u>TOTAL PRODUCT COST</u>	\$ _____	

SCHEDULE II– Page 2

CSS-1H - ASPHALTIC EMULSIONS

Using current freight rates we find that delivery cost from our plant to various Trinity County locations are as follows for truck load lots of Asphaltic Emulations, applicable taxes and charges included:

1. FREIGHT RATES:

<u>LOCATION</u>	<u>EST. QTY.</u> <u>TONS</u>	<u>DELIVERY</u>		
Hawkins Bar	17	\$ _____	PER TON	\$ _____
Lewiston	25	\$ _____	PER TON	\$ _____
Weaverville	30	\$ _____	PER TON	\$ _____
Ruth/Zenia Rd	15	\$ _____	PER TON	\$ _____
Van Duzen Rd	15	\$ _____	PER TON	\$ _____
Hayfork	24	\$ _____	PER TON	\$ _____
Zenia Lake Mt rd	11	\$ _____	PER TON	\$ _____
		\$ _____	PER TON	\$ _____

ITEM 2: TOTAL DELIVERY COST \$ _____

SCHEDULE II – Page 3

SS1 - ASPHALTIC EMULSIONS

II. ACCESSORIAL CHARGES:

1. SPREADING CHARGES:

Spreader Truck – Hrs. Free Time	_____					
Charge Thereafter (per hour)	\$ _____	X	_____ 16 _____	hrs =	_____ *	
			*			
Transport Truck – Hrs. Free Time	_____					
Charge Thereafter (per hour)	\$ _____	X	_____ 16 _____	hrs =	_____ *	
			*			

2. DEMURRAGE CHARGES: (unload into County tank)

Hrs. Free Time	_____					
Charge Thereafter (per hour)	\$ _____	X	_____ 16 _____	hrs =	_____ *	
			*			

3. HAUL BACK:

Estimate Quantity 5 Ton @	_____		Per Ton =	_____
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ITEM 3:	TOTAL ACCESSORIAL CHARGES	\$ _____ *
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	Award To Be Based on GRAND TOTAL of	\$ _____ *
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Product Cost (Item 1)

Delivery Cost (Item 2)

Accessorial Charges (Item 3)

* In determining the low bidder on this Schedule, the County will refer to the "Grand Total" of items 1, 2, and 3 above, Product Costs, Delivery Cost, and Accessorial Charges. All bids submitted must allow two (2) hours free time for spreading and must include an hourly rate thereafter for spreading. The County will then multiply that rate by the projected number of hours, using the same number of hours in comparing all bids. All bids must also include two (2) hours free time for demurrage and must include an hourly rate thereafter. The County will insert the projected number of hours, and will use the same number of hours in comparing all bids. Haul-back charges will be based upon each bidder's rate per ton, multiplied by the amount of 5 tons to arrive at a total.

Spaces marked with an asterisk (*) will be filed in by County. All others to be filled in by Vendor.

SCHEDULE II – Page 4

SS1 - ASPHALTIC EMULSIONS

We agree to furnish the Trinity County Department of Transportation, materials shown on above Proposal Schedule II in conformance with the conditions and prices set forth on said Schedule II and in conformance with the specification attached hereto, for the period January 1, 2021 through December 31, 2021.

SUBMIT IN QUADRUPLICATE IN SEALED ENVELOPE.
ATTACH SPECIFICATION SHEETS

COMPANY _____

SIGNATURE _____

TITLE _____

**AGREEMENT FOR SUPPLYING
COUNTY OF TRINITY
WITH
ASPHALT EMULSIONS**

THIS AGREEMENT made this ___ day of _____, 2021, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphaltic Emulsions; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphaltic emulsions as outlined on the COUNTY'S "Request for Quotation" dated December 4, 2020 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphaltic emulsions delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance is required as shown in Exhibit A (copy attached).

7. This Agreement shall cover the period of January 1, 2021 through December 31, 2021, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.
8. INDEMNIFICATION: Vendor 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 Vendor 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.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
 - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. 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.
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphaltic emulations under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based on purchase orders submitted by COUNTY.
12. COUNTY reserves the right to purchase asphaltic emulations from other suppliers.
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

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

"COUNTY OF TRINITY"

BY: _____
"VENDOR"

BY: _____
BOBBI CHADWICK
CHAIRMAN-Board of Supervisors
County of Trinity
"COUNTY"

ATTEST:
Clerk of the Board of Supervisors

BY: _____
Deputy

Exhibit A

INSURANCE REQUIREMENT FOR CONTRACTORS

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 work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.
4. Contractor's Pollution Liability applicable to the work being performed.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Contractor's Pollution Liability** applicable to the work being performed, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate per policy period of one year

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage's

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage's

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-: VIII.

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

20-184
TRINITY COUNTY
BID SUMMARY

PAGE 1 OF 1

21-3 - ASPHALTIC EMULSIONS

Bids Recorded By: Harry Hagaman

Bids Opened By: Lisa McDeely

Date: January 5, 2021

Time: 4:00 p.m.

Name and Address of Bidder(s):

BID - SCH #1

BID - SCH #2

1) Albina Asphalts 801 Main St. Vancouver, WA 98660 CA Sales Tax included	\$ 340,208.75 ✓	60,490.13 ✓			\$
2) V. S. S. Emultech 3785 Channel Dr. W Sacramento, CA 95691 CA Sales tax included	\$ 343,430.84 ✓	48,422.70 ✓			\$
3) Telfer Sheldon Oil Co. P.O. Box 709 Martinez, CA 94553-0151 CA Sales tax included	\$				\$
4) Paramount Petroleum 10090 Waterman Rd. Elk Grove, CA 95624 CA Sales tax included	\$				\$

PROPOSAL FORM

SCHEDULE I – Page 1

PMCRS2H - ASPHALTIC EMULSIONS

NAME OF VENDOR Albina ASPHALT
ADDRESS 801 main ST, VANCOUVER, WA 98660
POINT OF LOCATION KLAMATH FALLS, OR

The undersigned, as Vendor, agrees to furnish the Trinity County Department of Transportation with asphalt materials at the prices shown in the following schedule, during the period of January 1, 2021 through December 31, 2021. Unit prices include all charges for the material, F.O.B. County of Trinity's designated trucks, at Vendor's plant, including all applicable current taxes, except sales tax, which may be added to billings unless exemption is requested by the County for occasional resale to other agencies.

<u>TYPE OF MATERIAL</u>	<u>EST. QTY. (TONS)</u>	<u>UNIT PRICE (PER TON) F.O.B. VENDOR'S PLANT LOCATION SHOWN ABOVE</u>
-------------------------	-------------------------	--

ASPHALTIC
EMULSIONS

PMCRS2H(3%PM)	690	\$ <u>350.00</u>	\$ <u>241,500</u> ⁰⁰
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7.25% Tax \$ 17,508.75

ITEM 1: TOTAL PRODUCT COST \$ 259,008.75 ✓✓

SCHEDULE I – Page 2

PMCRS2H - ASPHALTIC EMULSIONS

Using current freight rates we find that delivery cost from our plant to various Trinity County locations are as follows for truck load lots of Asphaltic Emulsions, applicable taxes and charges included:

1. FREIGHT RATES:

<u>LOCATION</u>	<u>EST. QTY. TONS</u>	<u>DELIVERY</u>			
Hayfork	75	\$ <u>74.00</u>	PER TON	\$ <u>5,550.00</u>	✓✓
Lewiston	122	\$ <u>65.00</u>	PER TON	\$ <u>7,930.00</u>	✓✓
Hawkins Bar	75	\$ <u>77.00</u>	PER TON	\$ <u>5,775.00</u>	✓✓
Weaverville	144	\$ <u>65.00</u>	PER TON	\$ <u>9,360.00</u>	✓✓
Ruth Zenia Rd	75	\$ <u>102.00</u>	PER TON	\$ <u>7,650.00</u>	✓✓
Van Duzen Rd	117	\$ <u>105.00</u>	PER TON	\$ <u>12,285.00</u>	✓✓
Zenia Lake Mt Rd	82	\$ <u>125.00</u>	PER TON	\$ <u>10,250.00</u>	✓✓

ITEM 2: TOTAL DELIVERY COST \$ 58,800.00 ✓✓

SCHEDULE I – Page 3

PMCRS2H - ASPHALTIC EMULSIONS

II. ACCESSORIAL CHARGES:

1. SPREADING CHARGES:

Spreader Truck – Hrs. Free Time	<u>2</u>					
Charge Thereafter (per hour)	\$ <u>360.00</u>	X	<u>40</u>	hrs =	<u>14,400</u>	* ✓
			*			
Transport Truck – Hrs. Free Time	<u>3</u>					
Charge Thereafter (per hour)	\$ <u>50.00</u>	X	<u>40</u>	hrs =	<u>2,000</u>	* ✓
			*			

2. DEMURRAGE CHARGES: (unload into County tank)

Hrs. Free Time	<u>3</u>					
Charge Thereafter (per hour)	\$ <u>150.00</u>	X	<u>40</u>	hrs =	<u>6,000</u>	* ✓
			*			

3. HAUL BACK:

Estimate Quantity 15 Ton @	<u>0</u>					
			Per Ton =	<u>0</u>		* ✓

ITEM 3:	TOTAL ACCESSORIAL CHARGES	\$ <u>22,400</u> *
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Award To Be Based on GRAND TOTAL of
 Product Cost (Item 1)
 Delivery Cost (Item 2)
 Accessorial Charges (Item 3)

\$ 340,208.75 * ✓

* In determining the low bidder on this Schedule, the County will refer to the "Grand Total" of items 1, 2, and 3 above, Product Costs, Delivery Cost, and Accessorial Charges. All bids submitted must allow two (2) hours free time for spreading and must include an hourly rate thereafter for spreading. The County will then multiply that rate by the projected number of hours, using the same number of hours in comparing all bids. All bids must also include two (2) hours free time for demurrage and must include an hourly rate thereafter. The County will insert the projected number of hours, and will use the same number of hours in comparing all bids. Haul-back charges will be based upon each bidder's rate per ton, multiplied by the amount of 15 tons to arrive at a total.

Spaces marked with an asterisk (*) will be filed in by County. All others to be filled in by Vendor.

SCHEDULE I – Page 4

PMCRS2H - ASPHALTIC EMULSIONS

We agree to furnish the Trinity County Department of Transportation, materials shown on above Proposal Schedule I in conformance with the conditions and prices set forth on said Schedule I and in conformance with the specification attached hereto, for the period January 1, 2021 through December 31, 2021.

SUBMIT IN QUADRUPLICATE IN SEALED ENVELOPE.
ATTACH SPECIFICATION SHEETS

COMPANY Albion ASPHALT

SIGNATURE 

TITLE SALES

PROPOSAL FORM

SCHEDULE II – Page 1

CSS-1H - ASPHALTIC EMULSIONS

NAME OF VENDOR VSS International, Inc. dba VSS Emultech

ADDRESS 3785 Channel Drive, West Sacramento, CA 95691

POINT OF LOCATION 7200 Pit Road, Redding, CA 96001

The undersigned, as Vendor, agrees to furnish the Trinity County Department of Transportation with asphalt materials at the prices shown in the following schedule, during the period of January 1, 2021 through December 31, 2021. Unit prices include all charges for the material, F.O.B. County of Trinity's designated trucks, at Vendor's plant, including all applicable current taxes, except sales tax, which may be added to billings unless exemption is requested by the County for occasional resale to other agencies.

<u>TYPE OF MATERIAL</u>	<u>EST. QTY. (TONS)</u>	<u>UNIT PRICE (PER TON)</u>	
		<u>F.O.B. VENDOR'S PLANT</u>	<u>LOCATION SHOWN</u>
		<u>ABOVE</u>	
ASPHALTIC EMULSIONS			
CSS-1H- 50/50	137	<u>\$ 224.00/TON</u>	<u>\$ 30,688.00</u> ✓
		<u>\$ N/A</u>	<u>\$ N/A</u>
		7.25% Tax	<u>\$ INCLUDED</u>
ITEM 1:	<u>TOTAL PRODUCT COST</u>	<u>\$ 30,688.00</u>	✓

SCHEDULE II- Page 2

CSS-1H - ASPHALTIC EMULSIONS

Using current freight rates we find that delivery cost from our plant to various Trinity County locations are as follows for truck load lots of Asphaltic Emulations, applicable taxes and charges included:

1. FREIGHT RATES:

<u>LOCATION</u>	<u>EST. QTY.</u> <u>TONS</u>	<u>DELIVERY</u>			
Hawkins Bar	17	\$ 72.43	PER TON	\$ 1,231.31	✓
Lewiston	25	\$ 52.74	PER TON	\$ 1,318.50	✓
Weaverville	30	\$ 56.26	PER TON	\$ 1,687.80	✓
Ruth/Zenia Rd	15	\$ 77.63	PER TON	\$ 1,164.45	✓
Van Duzen Rd	15	\$ 72.38	PER TON	\$ 1,085.70	✓
Hayfork	24	\$ 62.24	PER TON	\$ 1,493.76	✓
Zenia Lake Mt rd	11	\$ 84.38	PER TON	\$ 928.18	✓
		\$ N/A	PER TON	\$ N/A	

Freight Rates are minimum 24 tons per load.

ITEM 2: TOTAL DELIVERY COST \$ 8,909.70 ✓

SCHEDULE II – Page 3

SS1 - ASPHALTIC EMULSIONS

II. ACCESSORIAL CHARGES:

1. SPREADING CHARGES:

Spreader Truck – Hrs. Free Time	<u>2 Hours</u>				
Charge Thereafter (per hour)	\$ <u>275.00</u>	X	<u>16</u>	hrs =	\$ <u>4,400.00</u> * ✓✓
			*		
Transport Truck – Hrs. Free Time	<u>2 Hour</u>				
Charge Thereafter (per hour)	\$ <u>125.00</u>	X	<u>16</u>	hrs =	\$ <u>2,000.00</u> * ✓✓
			*		

2. DEMURRAGE CHARGES: (unload into County tank)

Hrs. Free Time	<u>2 Hour</u>				
Charge Thereafter (per hour)	\$ <u>125.00</u>	X	<u>16</u>	hrs =	\$ <u>2,000.00</u> * ✓✓
			*		

3. HAUL BACK:

Estimate Quantity 5 Ton @	<u>\$85.00</u>	Per Ton =	\$ <u>425.00</u> ✓✓
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ITEM 3:

TOTAL ACCESSORIAL CHARGES \$ 8,825.00 *

Award To Be Based on GRAND TOTAL of	\$ <u>48,422.70</u> *
Product Cost (Item 1)	
Delivery Cost (Item 2)	
Accessorial Charges (Item 3)	

* In determining the low bidder on this Schedule, the County will refer to the "Grand Total" of items 1, 2, and 3 above, Product Costs, Delivery Cost, and Accessorial Charges. All bids submitted must allow two (2) hours free time for spreading and must include an hourly rate thereafter for spreading. The County will then multiply that rate by the projected number of hours, using the same number of hours in comparing all bids. All bids must also include two (2) hours free time for demurrage and must include an hourly rate thereafter. The County will insert the projected number of hours, and will use the same number of hours in comparing all bids. Haul-back charges will be based upon each bidder's rate per ton, multiplied by the amount of 5 tons to arrive at a total.

Spaces marked with an asterisk (*) will be filed in by County. All others to be filled in by Vendor.

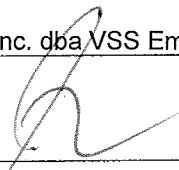
SCHEDULE II – Page 4

SS1 - ASPHALTIC EMULSIONS

We agree to furnish the Trinity County Department of Transportation, materials shown on above Proposal Schedule II in conformance with the conditions and prices set forth on said Schedule II and in conformance with the specification attached hereto, for the period January 1, 2021 through December 31, 2021.

SUBMIT IN QUADRUPLICATE IN SEALED ENVELOPE.
ATTACH SPECIFICATION SHEETS

COMPANY VSS International, Inc. dba VSS Emultech

SIGNATURE 

TITLE Jordan Reed - Treasurer



VSS EMULTECH

W. Sacramento, CA 95691
3785 Channel Drive
Ph: (916) 371-8480
Fx: (916) 371-2457

Redding, CA 96001
7200 Pit Road
Ph: (530) 241-1364
Fx: (530) 246-2912

Bakersfield, CA 93308
3800 Gilmore Avenue
Ph: (661) 323-5904
Fx: (661) 323-2737

PRODUCT DATA SHEET CSS-1

Tests	Typical	Specification	
		min	max
Viscosity @ 77°F, SSF	28.0	20	100
Sieve, %	0	-	0.10
Storage Stability, %	0.2	-	1
Residue by Distillation, % by mass	60.3	57.0	-
Oil Portion, %	0.0	-	-
Particle Charge	Positive	Positive	
Tests on Residue			
Penetration @ 77°F, 100 g, 5 sec	120	100	200
Ductility @ 77°F, mm	450+	400	-
Solubility, %	99.95	97.5	-

TRINITY COUNTY

Item Report 2.8

Meeting Date: 1/20/2021

Department:
Transportation

Contact:
Richard Tippet

Phone:
(530)623-1365

2.8 Agreement: Eagle Rock Schedule I and Mercer Fraser Co. Schedule II Aggregate Contract (20-182A & B)

Requested Action:

Award to Eagle Rock, Inc. the contract for Aggregates Schedule I and Mercer Fraser Co. for Aggregate Schedule II.

Fiscal Impact:

\$219,225 from Road Funds (RMRA Fund 105 and Road Fund 102).

Summary:

Annually staff releases a request for quotation for Aggregate which is used for chip sealing roads. The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. This year's estimate was for approximately 4950 tons of 3/8" chips requested for Schedule I and 2100 tons of 3/8" chips requested for Schedule II. An amount of \$300k was budgeted for materials in the approved Road and Road Maintenance and Rehabilitation Account (RMRA) FY 20/21 budgets.

Discussion:

Four vendors submitted bid proposals to the County.

Eagle Rock, Inc., of Weaverville, Ca. had the lowest bid for Schedule I in the amount of \$127,219.04.

Mercer Fraser Co. of Eureka, Ca. had the lowest bid for Schedule II in the amount of \$92,006.25.

The total amount of \$219,225.29 is included in the Road Department - RMRA and Road budgets under Special Departmental Expense.

While each of these bids has a quantity of materials expected to be purchased, the actual value can vary based on needs and opportunities of the Road Department. Bid unit prices cannot change for the period of the contract, but the total quantity can be higher or lower than what was established in the bid total. Opportunities might present itself to do more work than originally proposed, which could exceed the total value of the bid, but the total value of the work will not exceed the value of the amount budgeted as presented above without further Board action.

Alternatives Including Financial Implications:

Reject bids and direct staff. Saving would not be anticipated,

Departmental Recommendation:

Approve requested action.

ATTACHMENTS:

Description

Agreement

Bid Summary

Schedule I bid

RFQ

Schedule II bid

**AGREEMENT FOR SUPPLYING
COUNTY OF TRINITY
WITH
SPECIFIED AGGREGATES**

THIS AGREEMENT made this ___ day of _____, 2021, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Specified Aggregate materials; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with "Specified Aggregates" as outlined on the COUNTY'S "Request for Quotation" dated December 4, 2020 and in accordance with VENDOR'S quotation forms. (copy attached hereto)
2. Specified Aggregates delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries, when requested, during County working hours.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance as required as shown in Exhibit A (copy attached).
7. This Agreement shall cover the period of January 1, 2021, through December 31, 2021, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.

8. INDEMNIFICATION: Vendor 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 Vendor 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.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
 - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of the aggregates specified under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based purchase orders submitted by COUNTY.
11. COUNTY reserves the right to purchase Aggregates from other suppliers.
12. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.

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

COUNTY OF TRINITY

BY: _____
"VENDOR"

BY: _____
JEREMY BROWN
CHAIRMAN-Board of Supervisors
County of Trinity
"COUNTY"

ATTEST:
Clerk of the Board of Supervisors

BY: _____
Deputy

Exhibit A

INSURANCE REQUIREMENT FOR CONTRACTORS

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 work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Exhibit A - Continued

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

Exhibit A - Continued

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

TRINITY COUNTY BID SUMMARY

PAGE 1 OF 2

21-1 AGGREGATES

Date: January 5, 2021

Time: 3:00 p.m.

Bids Recorded By: Harry Hagaman

Bids Opened By: Lisa McNeely

Name and Address of Bidder(s):	Schedule I	Schedule II		
1) Mercer-Fraser Co. PO Box 1006 Eureka, CA 95501 ✓ Attn: Bill Bott 707 443-6371 707 443-0277 fax	196,009.75 ✓	92,006.21 ✓ 25 ✓ 25 ✓		
2) J.F. Shea Company PO Box 494519 Redding, CA 96049 530 246-4292 530 246-4292 fax	193,271.94 ✓ ✓	116,542.13 ✓ ✓		
3) Eagle Rock, Inc. P.O. Box 1498 Weaverville, CA 96093 530 623-4444 530 623-3523 fax	127,219.04 ✓ ✓	NO BID ✓		
4) Concrete Aggregate Products P.O. Box 2250 Weaverville, CA 96093 530 623-2981 530 623-2057 fax				
5) Don Palmer Trucking PO Box 1109 Anderson, Ca 96007 530-365-6355 / 530-365-6557 fax	187,963.07 ✓ ✓	110,089.88 ✓ ✓		
6) Tom Bess 110 Memory Lane Carlotta, CA 95528 707 768-3427 707 768-3446 fax				

7) Judd Buick PO Box 21 Weaverville, Ca 96093 (530)949-8757				
--	--	--	--	--

QUOTATION FORM SCHEDULE I

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING SPECIFIED AGGREGATES to Trinity County.

Quotations are to be submitted for the entire quantity.

PRODUCT

3/8" Chips	4950	Tons at <u>\$ 12.85</u>	/T= <u>\$ 63,607.50</u> ✓
PRODUCT SUBTOTAL			= <u>\$ 63,607.50</u>
7.25% TAX			= <u>\$ 4,611.54</u> ✓
PRODUCT TOTAL			= <u>\$ 68,219.04</u> ✓

DELIVERY

Cost per ton should the County Request Delivery.

Delivery Points:

Chips:

Hayfork	950	Tons at <u>\$ 16.00</u>	/T= <u>\$ 15,200.00</u> ✓
Lewiston	1500	Tons at <u>\$ 12.00</u>	/T= <u>\$ 18,000.00</u> ✓
Weaverville	1600	Tons at <u>\$ 6.00</u>	/T= <u>\$ 9,600.00</u> ✓
Hawkins Bar	900	Tons at <u>\$ 18.00</u>	/T= <u>\$ 16,200.00</u> ✓
		Tons at _____	/T= _____
		Tons at _____	/T= _____
DELIVERY TOTAL			= <u>\$ 59,000.00</u> ✓
GRAND TOTAL			= <u>\$ 127,219.04</u> ✓

NAME OF COMPANY SUBMITTING QUOTE Eagle Rock, Inc.
 CONTACT PERSON Larry E. Yingling
 BUSINESS ADDRESS P.O. Box 1498 Weaverville Ca. 96093
 PHONE NUMBER 530-623-4444
 SIGNATURE OF VENDOR Larry E. Yingling
 DATE 1/5/2021



TRINITY COUNTY
DEPARTMENT OF TRANSPORTATION
P.O. BOX 2490, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1365 FAX (530) 623-5312
Email; tcdot@trinitycounty.org

December 4, 2020

REQUEST FOR QUOTATION

To Whom It May Concern:

Please quote us your best price on the following:

To furnish the County of Trinity with aggregates per attached specifications and schedules.

A Contract for these products will be let per individual schedule and **award will be made to the lowest responsible vendor for each Schedule.** Trinity County Code Section 3.08.080 grants a Five Percent (5%) bid preference to local bidders.

One copy of an agreement is attached. The contract period shall be from January 1, 2021 through December 31, 2021, with the option to extend for one year by mutual consent between COUNTY and VENDOR.

The quantities of products on the attached schedules are estimates only, being given as a basis for comparison of proposals, and the County of Trinity does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase/decrease the amount as may be deemed necessary or advisable by the County.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, California, 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank forms furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals must be in writing, in a sealed envelope plainly marked "**PROPOSAL NO. 21-1 AGGREGATES**" and be delivered to the **Department of Transportation, 31301 State Hwy 3, P.O. Box 2490, Weaverville, California 96093**, no later than 3:00 PM January 5, 2021 at which time and place they will be publicly opened.

The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

Proposals shall be valid for 60 days.

SIGNED:


RICHARD TIPPETT
DIRECTOR OF TRANSPORTATION

THIS IS NOT AN ORDER

**COUNTY OF TRINITY
SPECIAL PROVISIONS
FOR
SUPPLYING SPECIFIED AGGREGATES
TO TRINITY COUNTY**

SECTION 1. SPECIFICATIONS:

The work embraced herein shall be done in accordance with the Standard Specifications dated 2018 of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions:

Screenings also described as “Chips”, shall conform to Sections 37, “Bituminous Seals” of the aforementioned specifications and these Special Provisions.

Class 2 Aggregate Base shall conform to Section 26 “Aggregate Bases” of the aforementioned specifications and these Special Provisions.

Screening quality requirements under section 37-2.01A (4)(c) “Department Acceptance”, Materials specifically relating to California Tests 211 is hereby amended as follows:

Requirements

<u>Los Angeles Rattler loss @ 100 Rev.(max.)</u>	7%
<u>Los Angeles Rattler loss @ 500 Rev.(max.)</u>	27%

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS:

Prospective vendors will be furnished “Quotation Form” with the Specifications showing the quantities of materials projected to be purchased by County during the 2020/21 Fiscal Year.

The "Quotation Form" shall be submitted on the form supplied by the County. The Vendor shall fill in all blanks on the form as therein required with clearly legible figures and signature.

The Quotation Forms shall be submitted as directed in the “Request for Quotation” under sealed cover plainly marked as “**PROPOSAL NO. 21-1, AGGREGATES**” and the date of bid opening therefore. Proposals, which are not properly marked, may be disregarded. All proposals received after the specified opening time will not be considered.

If there is reason to believe that collusion exists among Vendors, any or all proposals may be rejected.

Submission of a Quotation shall be conclusive evidence that the Vendor has investigated and is satisfied as to the conditions to be encountered, the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and the requirements of the proposal and specifications.

SECTION 3. AWARD OF PROPOSAL:

The County reserves the right to reject any and all proposals. Award of the contract, if awarded, will be made to the lowest responsible Vendor on the basis of overall lowest cost to the Department of Transportation. Such award, if made, will be made within 30 days after the opening of the proposals.

SECTION 4. SUPPLY AND DELIVERY:

The "PRODUCT" prices denoted on the Quotation Forms are FOB vendor's plant. The "DELIVERY" quotations are requested for the delivery of materials to the stockpile locations when COUNTY trucks are not available for that purpose.

When material is delivered to locations other than those listed in the above tabulation, we agree to adjust the delivered unit price either upward or downward, to reflect the increased or decreased cost of such delivery. Such adjustment to be determined by multiplying the current truck rental rate by the increase or decrease in round trip time, divided by the average number of tons per load.

SECTION 5. ANTICIPATED NEEDS:

Tonages shown on the "Quotation Forms" are approximate only, being given as a basis for comparison of proposals, and the County does not, expressly or by implication, agree that the actual amount of purchase will correspond therewith, but reserves the right to increase or decrease the amount of any item, or to omit items, as may be deemed necessary by the County.

SECTION 6. MEASUREMENT AND PAYMENT:

Measurement and payment will be made by the ton, based on certified weighmaster summary sheets. When the County requests the delivery of materials load weight tickets must accompany each load and be left at each delivery site or given to the County's representative at each site.

The quoted prices and payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying, and delivering aggregate screenings, when requested, as specified in these Specifications and as directed by the Engineer.

Progress payments will be made monthly in accordance with the County's standard practice.

SECTION 7. AGGREGATES:

Prior to delivery of any materials Vendor shall notify the County that he has a stockpile of material ready for delivery. No material shall be delivered until the County has tested and found that the materials meet all requirements of this contract and the Standard Specifications, (crushed particles, gradation, durability, cleanness, sand equivalent etc.).

The last paragraph of Section 37-2.01A (4)(b)(ii) "Aggregate" is modified to allow one grading and cleanness value test to represent 500 tons.

The last paragraph of said Section is modified to allow Vendor furnished samples to be taken from his crusher or stockpile.

Nothing shall preclude the County from taking samples from any stockpile of delivered material or from the conveyor belt of the spreader.

Delivered materials that fail to meet any or all of the requirements may be rejected.

SECTION 8. DELIVERY:

In the event the Supplier is requested to deliver aggregates to a designated site the Supplier shall dump the aggregates in tight compact piles. However when two different sizes of chips are specified for the same location, they shall be stockpiled separately. Scattered or unnecessarily wasted aggregates will be deducted from pay quantities.

Material shall be delivered in **END DUMP VEHICLES ONLY**, Bottom dumps are not permitted. Quantities to be delivered to each site will be specified when the request for vendor delivery is made.

**COUNTY OF TRINITY
SPECIAL PROVISIONS
FOR
SUPPLYING SPECIFIED AGGREGATES
TO TRINITY COUNTY**

"ATTACHMENT 1"

Screening shall pass the following quality requirements.

The percentage composition by weight of screenings shall conform to the following gradings:

*****PERCENTAGE PASSING*****

Sieve Sizes	¾ " Crushed Rock	¾ " Chips
1"	100	-
¾"	90 - 100	-
½"	0 - 45	100
3/8"	0 - 15	90 - 100
No. 4	-	5 - 30
No. 8	0 - 5	0 - 5
No. 16	-	0 - 2
No. 200	0 - 0.8	0 - 0.8

Calif. Test 211

Los Angeles Rattler Loss @ 100 Rev. 7%
Los Angeles Rattler Loss @ 500 Rev. 27%

QUOTATION FORM

SCHEDULE I

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING SPECIFIED AGGREGATES to Trinity County.

Quotations are to be submitted for the entire quantity.

PRODUCT

3/8" Chips	4950	Tons at _____	/T= _____
		PRODUCT SUBTOTAL	= _____
		7.25% TAX	= _____
		PRODUCT TOTAL	= _____

DELIVERY

Cost per ton should the County Request Delivery.

Delivery Points:

Chips:

Hayfork	950	Tons at _____	/T= _____
Lewiston	1500	Tons at _____	/T= _____
Weaverville	1600	Tons at _____	/T= _____
Hawkins Bar	900	Tons at _____	/T= _____
		Tons at _____	/T= _____
		Tons at _____	/T= _____
		DELIVERY TOTAL	= _____
		GRAND TOTAL	= _____

NAME OF COMPANY SUBMITTING QUOTE _____
CONTACT PERSON _____
BUSINESS ADDRESS _____
PHONE NUMBER _____
SIGNATURE OF VENDOR _____
DATE _____

QUOTATION FORM SCHEDULE II

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING SPECIFIED AGGREGATES to Trinity County.

Quotations are to be submitted for the entire quantity.

PRODUCT

3/8" Chips	2100	Tons at _____/T=_____
PRODUCT SUBTOTAL		= _____
7.25% TAX		= _____
PRODUCT TOTAL		= _____

DELIVERY

Cost per ton should the County Request Delivery.

Delivery Points:

Chips:

Ruth/VanDuzen Rd	2100	Tons at _____/T=_____
		Tons at _____/T=_____
DELIVERY TOTAL		= _____
GRAND TOTAL		= _____

NAME OF COMPANY SUBMITTING QUOTE _____
CONTACT PERSON _____
BUSINESS ADDRESS _____
PHONE NUMBER _____
SIGNATURE OF VENDOR _____
DATE _____

**AGREEMENT FOR SUPPLYING
COUNTY OF TRINITY
WITH
SPECIFIED AGGREGATES**

THIS AGREEMENT made this ___ day of _____, 2021, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Specified Aggregate materials; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with "Specified Aggregates" as outlined on the COUNTY'S "Request for Quotation" dated December 4, 2020 and in accordance with VENDOR'S quotation forms. (copy attached hereto)
2. Specified Aggregates delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries, when requested, during County working hours.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance as required as shown in Exhibit A (copy attached).
7. This Agreement shall cover the period of January 1, 2021, through December 31, 2021, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.

8. INDEMNIFICATION: Vendor 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 Vendor 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.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
 - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of the aggregates specified under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based purchase orders submitted by COUNTY.
11. COUNTY reserves the right to purchase Aggregates from other suppliers.
12. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.

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

COUNTY OF TRINITY

BY: _____
"VENDOR"

BY: _____
BOBBI CHADWICK
CHAIRMAN-Board of Supervisors
County of Trinity
"COUNTY"

ATTEST:
Clerk of the Board of Supervisors

BY: _____
Deputy

Exhibit A

INSURANCE REQUIREMENT FOR CONTRACTORS

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 work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Exhibit A - Continued

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

Exhibit A - Continued

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

QUOTATION FORM SCHEDULE II

The work for which this proposal is submitted is described in the Special Provisions for
SUPPLYING SPECIFIED AGGREGATES to Trinity County.

Quotations are to be submitted for the entire quantity.

PRODUCT

3/8" Chips 2100 Tons at 2500 /T= 52,500 ✓
PRODUCT SUBTOTAL = 52,500 ✓
7.25% TAX = 3,806.25 ✓
PRODUCT TOTAL = 56,306.25 ✓

DELIVERY

Cost per ton should the County Request Delivery.

Delivery Points:

Chips:

Ruth/VanDuzen Rd 2100 Tons at 17 /T= 35,700 ✓
Tons at _____ /T= _____
DELIVERY TOTAL = 35,700 ✓
GRAND TOTAL = 92,006.25 ✓

NAME OF COMPANY SUBMITTING QUOTE MERCER FRASER COMPANY
CONTACT PERSON Malcolm Barker
BUSINESS ADDRESS PO Box 1000, Eugene, OR 95502
PHONE NUMBER 707-442-6371
SIGNATURE OF VENDOR [Signature]
DATE 01/05/2021

TRINITY COUNTY

Item Report 2.9

Meeting Date: 1/20/2021

Department:
Transportation

Contact:
Richard Tippet

Phone:
(530)623-1365

2.9 Agreement: Tullis Inc Schedule I and II; Asphalt Contract (20-183A)

Requested Action:

Award to Tullis, Inc. the contract for Asphalt Concrete and Premix Schedule I and II.

Fiscal Impact:

\$255,189 from Road Funds (RMRA Fund 105, Road Fund 102).

Summary:

Annually staff releases a request for quotation for Asphalt Concrete and Premix which is used for road repair and maintenance (Road Fund) and for preparation work for future chip seal projects (RMRA Fund). The quantities on the quotation form are determined by the annual budget. If the bid results are different than the estimate, further review is done to see if work can be added or eliminated as required. In this year's estimate approximately 1650 tons of asphalt were requested for Schedule I and 1040 tons of asphalt were requested for Schedule II. Total budgeted amount available for this Fiscal Year was \$275,000, with the majority allocated to the Road Fund Account.

Discussion:

Five vendors submitted bid proposals to the County.

Tullis, Inc., of Redding, Ca. had the lowest bid for Schedule I in the amount of \$144,140.50. When validating the bid results, an error was found in the addition of tax for Tullis Inc Schedule II. The unit price bid did not change, but the math correction reduced the overall price. Staff verify that the Contractor would honor the contract, making Tullis Inc., of Redding, Ca. the lowest bid for Schedule II in the amount of \$111,049.00. Per project specifications, math corrections that do not affect bid prices can be corrected.

The total amount, both Schedule I and II of \$255,189.50 is included in the Road and RMRA Department budget under Special Departmental Expense.

The successful bid and bid summary are attached.

While each of these bids has a quantity of materials expected to be purchased, the actual value can vary based on needs and opportunities of the Road Department. Bid unit prices cannot change for the period of the contract, but the total quantity can be higher or lower than what was established in the bid total. Opportunities might present itself to do more work than originally proposed, which could exceed the total value of the bid, but the total value of the work will not

exceed the value of the amount budgeted as presented above without further Board action.

Alternatives Including Financial Implications:

Reject bids and provide Staff direction. No bid savings would be expected.

Departmental Recommendation:

Approve requested action.

ATTACHMENTS:

Description

Agreement

RFQ

Bid Quotation Forms

Bid Summary

**AGREEMENT FOR SUPPLYING
COUNTY OF TRINITY
WITH
ASPHALT CONCRETE AND PREMIX**

THIS AGREEMENT made this ___ day of _____, 2021, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphalt Concrete & Premix; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphalt concrete & premix as outlined on the COUNTY'S "Request for Quotation" dated December 4, 2020 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphalt concrete & premix delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance as required as shown in Exhibit A (copy attached).
7. This Agreement shall cover the period of January 1, 2021 through December 31, 2021, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.

8. INDEMNIFICATION: Vendor 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 Vendor 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.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
 - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. 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.
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphalt concrete or premix under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based purchase orders submitted by COUNTY.
12. COUNTY reserves the right to purchase Asphalt Concrete & Premix from other suppliers.
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

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

COUNTY OF TRINITY

BY: _____
"VENDOR"

BY: _____
JEREMY BROWN
CHAIRMAN-Board of Supervisors
County of Trinity
"COUNTY"

ATTEST:
Clerk of the Board of Supervisors

BY: _____
Deputy

Exhibit A

INSURANCE REQUIREMENT FOR CONTRACTORS

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 work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Contractor's Pollution Liability** applicable to the work being performed, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate per policy period of one year

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

Exhibit A - Continued

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



TRINITY COUNTY

DEPARTMENT OF TRANSPORTATION

P.O. BOX 2490, WEAVERVILLE, CALIFORNIA 96093

PHONE (530) 623-1365

FAX (530) 623-5312

Email: tcdot@trinitycounty.org

December 4, 2020

REQUEST FOR QUOTATION

Proposals for furnishing Asphalt Concrete & Premix to the Trinity County Department of Transportation will be received at our office located at 31301 State Highway 3, PO Box 2490, Weaverville, CA 96093, until the hour of 3:30 p.m., on January 5, 2021 at which time they will be publicly opened and read.

Specifications, quantities, delivery point, and other pertinent information, are as described on the attached specification sheets and proposal forms. Copies can be obtained by contacting Ron Hanover Jr. at the Department of Transportation, P.O. Box 2490, 31301 State Highway 3, Weaverville, CA 96093, (530) 623-1365.

No proposal will be considered unless it is made on the blank form furnished by the County of Trinity, and made in accordance with provisions set forth in the specifications.

Proposals are required for the entire work described in the specifications. Proposals may be made for either one, or both Schedules.

Proposals are to be submitted to the Department of Transportation prior to the specified opening time, in sealed envelopes, clearly identified, as **PROPOSAL NO. 21-2, ASPHALT CONCRETE & PREMIX**. All proposals received after the specified opening time will not be considered and will be returned unopened.

A contract for these products will be let per individual schedule and award will be made to the lowest responsible vendor for each schedule.

One copy of the agreement is attached. The contract period shall be from January 1, 2021 through December 31, 2021, with the option to extend for one year by mutual consent between COUNTY and VENDOR.

Trinity County Code Section 3.08.36B grants a five percent (5%) bid preference to local bidders. The County of Trinity reserves the right to reject any or all proposals and to waive any irregularity in any proposal received.

The agreement may be extended on an annual basis, without rebidding, by mutual consent of County and Vendor.

Proposals shall be valid for 30 days.

THIS IS NOT AN ORDER

SIGNED: _____

RICHARD TIPPETT
DIRECTOR OF TRANSPORTATION

COUNTY OF TRINITY
SPECIAL PROVISIONS
FOR
SUPPLYING AND DELIVERING ASPHALT CONCRETE &
PREMIX
TO VARIOUS LOCATIONS IN TRINITY COUNTY

SECTION 1. SPECIFICATIONS:

The work embraced herein shall be done in accordance with the Standard Specifications dated 2018 of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions:

When the term Asphalt Concrete and/or Premix is used, it shall imply Type A aggregate, as set forth by Section 39-2.02 of the aforementioned specifications.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS:

Prospective vendors will be furnished "Quotation Forms" with the Specifications showing the quantities of materials to be delivered to each location.

Materials to be delivered to the Trinity Center, Lewiston, Weaverville, Junction City, Hawkins Bar, Hayfork, and Hyampom areas are identified in Schedule I.

Materials to be delivered to Ruth and Zenia areas are identified in Schedule II.

Vendors may submit quotes on either, or both schedules.

Quotations shall be submitted on the form supplied by the County. The Vendor shall fill in all blanks on the form as therein required with clearly legible figures and signature.

The Quotation Forms shall be submitted as directed in the "Request for Quotation" under sealed cover plainly marked as **PROPOSAL NO. 21-2, ASPHALT CONCRETE & PREMIX** and the date of bid opening therefore. Proposals, which are not properly marked, may be disregarded. All proposals received after the specified opening time will not be considered.

If there is reason to believe that collusion exists among Vendors, any or all proposals may be rejected.

Submission of a Quotation shall be conclusive evidence that the Vendor has investigated and is satisfied as to the conditions to be encountered, the character, quality, and scope of work to be

performed, the quantities of materials to be furnished, and the requirements of the proposal and specifications.

SECTION 3. AWARD OF PROPOSAL:

The County reserves the right to reject any and all proposals.

Award of the contract, if awarded, will be made by Schedule to the lowest responsible Vendor on the basis of overall lowest cost to the Department of Transportation. This may be each schedule separately or a combination of schedules.

Such award, if made, will be made within 30 days after the opening of the proposals.

SECTION 4. SUPPLY AND DELIVERY:

It is intended that the needs of Trinity County will be coordinated, wherever possible, with Vendor's current plant production.

The County will place orders 1 to 3 days in advance of desired delivery date in order to allow Vendor sufficient time to arrange for transportation. If Vendor is not able to supply materials within a reasonable length of time, County reserves the right to purchase materials from another supplier, or to make independent arrangement for trucks to transport material from Vendor's plant.

Prices denoted on the Quotation Forms are for delivering all materials to the designated stockpile locations.

When material is delivered to locations other than those listed in the above tabulation, we agree to adjust the delivered unit price either upward or downward, to reflect the increased or decreased cost of such delivery. Such adjustment to be determined by multiplying the current truck rental rate by the increase or decrease in round trip time, divided by the average number of tons per load.

Trinity County anticipates that most if not all of the asphalt concrete will be delivered to street locations and either dumped on the road for grader spreading or dumped into a paver. No additional change in delivery price will be made for dumping on the street or into paver.

SECTION 5. ANTICIPATED NEEDS:

Tonages shown on the "Quotation Forms" are approximate only, being given as a basis for comparison of proposals, and the County does not, expressly or by implication, agree that the actual amount of purchase will correspond therewith, but reserves the right to increase or decrease the amount of any item, or to omit items, as may be deemed necessary by the County.

The County reserves the right to occasionally purchase materials from other suppliers when and if their plants are located close to the County job sites. It is further anticipated that paving

contracts may be advertised at various locations within the County, in which cases Trinity County shall not be obligated to award said contracts to the Vendor selected under this proposal, nor to a contractor naming said Vendor as his supplier.

SECTION 6. MEASUREMENT AND PAYMENT:

Measurement and payment will be made by the ton, based on certified weigh master summary sheets. Load weight tickets must accompany each load and be left at each delivery site or given to the County's representative at each site. Payment adjustments will be made for price index fluctuations in accordance with Section 9-1.07 of the Standard Specifications dated 2018 of the State of California, Department of Transportation.

The quoted prices and payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying, and delivering asphalt concrete & premix, as specified in these Specifications and as directed by the Engineer.

Progress payments will be made monthly in accordance with the County's standard practice.

QUOTATION FORM

SCHEDULE I

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING AND DELIVERING ASPHALT CONCRETE & PREMIX TO VARIOUS LOCATIONS in Trinity County.

Quotations are to be submitted for the entire work.

PRODUCT

1/2" Premix, SC250	-	50	Tons at _____	/T= _____
1/2" Premix, MC800	-	0	Tons at _____	/T= _____
3/8" Premix, SC250	-	0	Tons at _____	/T= _____
3/8" Premix, MC800	-	0	Tons at _____	/T= _____
1/2" PG-64-16	-	0	Tons at _____	/T= _____
3/8" PG-64-16	-	1600	Tons at _____	/T= _____

PRODUCT SUBTOTAL = _____

7.25% TAX = _____

PRODUCT TOTAL = _____

DELIVERY

Trinity Center	-	100	Tons at _____	/T= _____
Lewiston	-	100	Tons at _____	/T= _____
Douglas City	-	100	Tons at _____	/T= _____
Junction City	-	125	Tons at _____	/T= _____
Hawkins Bar	-	200	Tons at _____	/T= _____
Hayfork	-	525	Tons at _____	/T= _____
Hyampom	-	500	Tons at _____	/T= _____

DELIVERY TOTAL = _____

GRAND TOTAL = _____

NAME OF COMPANY SUBMITTING QUOTE _____

CONTACT PERSON _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

SIGNATURE OF VENDOR _____

DATE _____

QUOTATION FORM

SCHEDULE II

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING AND DELIVERING ASPHALT CONCRETE & PREMIX TO VARIOUS LOCATIONS in Trinity County.

Quotations are to be submitted for the entire work.

PRODUCT

½" Premix, SC250	-	40	Tons at _____/T=_____
½" Premix, MC800	-	0	Tons at _____/T=_____
3/8" Premix, SC250	-	0	Tons at _____/T=_____
3/8" Premix, MC800	-	0	Tons at _____/T=_____
1/2" PG-64-16	-	0	Tons at _____/T=_____
3/8" PG-64-16	-	1000	Tons at _____/T=_____

PRODUCT SUBTOTAL = _____

7.5% TAX = _____

PRODUCT TOTAL = _____

DELIVERY

Ruth	-	540	Tons at _____/T=_____
Zenia	-	500	Tons at _____/T=_____

DELIVERY TOTAL = _____

GRAND TOTAL = _____

NAME OF COMPANY SUBMITTING QUOTE _____

CONTACT PERSON _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

SIGNATURE OF VENDOR _____

DATE _____

**AGREEMENT FOR SUPPLYING
COUNTY OF TRINITY
WITH
ASPHALT CONCRETE AND PREMIX**

THIS AGREEMENT made this ___ day of _____, 2021, by and between the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as "VENDOR".

W I T N E S S E T H :

WHEREAS, COUNTY has invited Quotations for the furnishing of Asphalt Concrete & Premix; and

WHEREAS, VENDOR has submitted a Quotation in response to the County's request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. VENDOR agrees to furnish the COUNTY with asphalt concrete & premix as outlined on the COUNTY'S "Request for Quotation" dated December 4, 2020 and in accordance with VENDOR'S quotation form. (copy attached hereto)
2. Asphalt concrete & premix delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Quotation" which is attached as Exhibit 1 and by reference hereto is incorporated herein.
3. This Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery thereof except representations as are specifically set forth herein. Any modification or change shall be duly executed in writing by mutual consent of both parties.
4. VENDOR shall make deliveries during working days.
5. This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and so govern to the exclusion of the laws of any other forum without regard to the jurisdiction in which the action or special proceeding may be instituted.
6. Insurance as required as shown in Exhibit A (copy attached).
7. This Agreement shall cover the period of January 1, 2021 through December 31, 2021, with the option to extend for one additional year by mutual consent between COUNTY and VENDOR.

8. INDEMNIFICATION: Vendor 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 Vendor 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.
9. COMPLIANCE WITH APPLICABLE LAWS: The Vendor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.
 - A. Vendor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all Federal, State, and local laws and ordinances applicable to the work.
10. 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.
11. Nothing in this Agreement shall be construed to require COUNTY to purchase any minimum amount of asphalt concrete or premix under the Agreement. VENDOR shall submit a claim for payment according to established COUNTY procedures based purchase orders submitted by COUNTY.
12. COUNTY reserves the right to purchase Asphalt Concrete & Premix from other suppliers.
13. Failure to comply with any of the provisions of this Agreement on part of VENDOR may result, at COUNTY'S discretion, in immediate termination of this Agreement.
14. This Agreement may be extended on an annual basis, without rebidding, by mutual consent of COUNTY and VENDOR.

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

COUNTY OF TRINITY

BY: _____
"VENDOR"

BY: _____
BOBBI CHADWICK
CHAIRMAN-Board of Supervisors
County of Trinity
"COUNTY"

ATTEST:
Clerk of the Board of Supervisors

BY: _____
Deputy

Exhibit A

INSURANCE REQUIREMENT FOR CONTRACTORS

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 work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Service Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability, code 1 "any auto"; and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Contractor's Pollution Liability** applicable to the work being performed, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate per policy period of one year

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The County, its officials, employees and volunteers are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. The contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees or volunteers.
- d. Coverage shall state that a Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverages

The insured shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by Contractor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified Mail, return receipt requested, has been given to the County.

E. Acceptability of Insurers

Insurance is to be placed with a Bests' rating of no less than A-:VIII.

F. Verification of Coverage

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before work commences.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

QUOTATION FORM

SCHEDULE I

The work for which this proposal is submitted is described in the Special Provisions for SUPPLYING AND DELIVERING ASPHALT CONCRETE & PREMIX TO VARIOUS LOCATIONS in Trinity County.

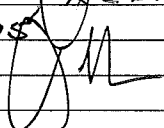
Quotations are to be submitted for the entire work.

PRODUCT

1/2" Premix, SC250	-	50	Tons at	<u>100⁰⁰</u>	/T=	<u>5,000⁰⁰</u>	✓
1/2" Premix, MC800	-	0	Tons at	<u>130⁰⁰</u>	/T=	<u>0</u>	
3/8" Premix, SC250	-	0	Tons at	<u>120⁰⁰</u>	/T=	<u>0</u>	
3/8" Premix, MC800	-	0	Tons at	<u>150⁰⁰</u>	/T=	<u>0</u>	
1/2" PG-64-16	-	0	Tons at	<u>60⁰⁰</u>	/T=	<u>0</u>	
3/8" PG-64-16	-	1600	Tons at	<u>58⁰⁰</u>	/T=	<u>92,800</u>	✓
PRODUCT SUBTOTAL						= <u>97,800</u>	✓
7.25% TAX						= <u>7090⁵⁰</u>	✓
PRODUCT TOTAL						= <u>104,890⁵⁰</u>	✓

DELIVERY

Trinity Center	-	100	Tons at	<u>20⁰⁰</u>	/T=	<u>2,000⁰⁰</u>	✓
Lewiston	-	100	Tons at	<u>15⁰⁰</u>	/T=	<u>1,500⁰⁰</u>	✓
Douglas City	-	100	Tons at	<u>15⁰⁰</u>	/T=	<u>1,500⁰⁰</u>	✓
Junction City	-	125	Tons at	<u>20⁰⁰</u>	/T=	<u>2,500⁰⁰</u>	✓
Hawkins Bar	-	200	Tons at	<u>26⁰⁰</u>	/T=	<u>5,200⁰⁰</u>	✓
Hayfork	-	525	Tons at	<u>22⁰⁰</u>	/T=	<u>11,550⁰⁰</u>	✓
Hyampom	-	500	Tons at	<u>30⁰⁰</u>	/T=	<u>15,000⁰⁰</u>	✓
DELIVERY TOTAL						= <u>39,250⁰⁰</u>	✓
GRAND TOTAL						= <u>144,140⁵⁰</u>	✓

NAME OF COMPANY SUBMITTING QUOTE TULLIS, INC.
 CONTACT PERSON LYLE TULLIS
 BUSINESS ADDRESS Box 493416 REDDING, CA 96049
 PHONE NUMBER 530-241-5105
 SIGNATURE OF VENDOR 
 DATE 12-21-2020

QUOTATION FORM SCHEDULE II

The work for which this proposal is submitted is described in the Special Provisions for
SUPPLYING AND DELIVERING ASPHALT CONCRETE & PREMIX TO VARIOUS
LOCATIONS in Trinity County.

Quotations are to be submitted for the entire work.

PRODUCT

1/2" Premix, SC250	-	40	Tons at	<u>110⁰⁰</u>	/T=	<u>4400⁰⁰</u> ✓
1/2" Premix, MC800	-	0	Tons at	<u>130⁰⁰</u>	/T=	<u>- 0 -</u>
3/8" Premix, SC250	-	0	Tons at	<u>130⁰⁰</u>	/T=	<u>- 0 -</u>
3/8" Premix, MC800	-	0	Tons at	<u>130⁰⁰</u>	/T=	<u>- 0 -</u>
1/2" PG-64-16	-	0	Tons at	<u>60⁰⁰</u>	/T=	<u>- 0 -</u>
3/8" PG-64-16	-	1000	Tons at	<u>60⁰⁰</u>	/T=	<u>60,000⁰⁰</u> ✓

PRODUCT SUBTOTAL = 64400⁰⁰ ✓

7.25-7.5% TAX = 4669⁰⁰ ✓

PRODUCT TOTAL = 79069⁰⁰ ✓ 69069.00

DELIVERY

Ruth	-	540	Tons at	<u>37⁰⁰</u>	/T=	<u>19,980⁰⁰</u> ✓
Zenia	-	500	Tons at	<u>44⁰⁰</u>	/T=	<u>22,000⁰⁰</u> ✓

DELIVERY TOTAL = 41,980⁰⁰ ✓

GRAND TOTAL = \$121,049⁰⁰ ✓ 121,049.00

NAME OF COMPANY SUBMITTING QUOTE TULLIS, INC.
CONTACT PERSON LYLE TULLIS
BUSINESS ADDRESS Box 493416 REDDING, CA 96049
PHONE NUMBER 530-241-5105
SIGNATURE OF VENDOR [Signature]
DATE 12-21-2020

TRINITY COUNTYPAGE 1 OF 1**BID SUMMARY****PROPOSAL NO. 21-2 ASPHALT CONCRETE AND PREMIX**Bids Recorded By: Harry HagananBids Opened By: Lisa McNeely**Date: January 5, 2021****Time: 3:30 p.m.****Name and Address of Bidder(s):****BID - SCHEDULE I****BID - SCHEDULE II**

1) Mercer-Fraser Co. PO Box 1006 Eureka, CA 95502 707 443-6371 707 443-0277 fax	181,821.25 ✓		126,885.00 126,689.50 ✓
2) J.F. Shea Company PO Box 494519 Redding, CA 96049 530-246-4292 530 246-9940 fax	178,951.75 ✓		125,695.90 ✓ ✓
3) Eagle Rock, Inc. P.O. Box 1498 Weaverville, CA 96093 530-623-4444 530 623-1984 fax	156,050.88 ✓ - 7802.54 148,248.34 ✓	5% bid Preference	NO BID
4) Tom Bess 110 Memory Lane Carlotta, CA 95528 707-768-3427 707 768-3446 fax			112,864.50 112,677.35 ✓
5) Northstate Asphalt PO Box 493416 Redding, CA 96049 530 241-5983			
6) Dan Palmer Trucking P.O. Box 1109 Anderson, CA 96007 530 365-6355 fax	177,235.75 ✓		124,806.40 ✓ 124,623.40 ✓
7) Tullis, Inc. PO Box 493416 Redding, CA 96049 530 241-5105	144,140.50 ✓		121,049.00 111,049.00 ✓

Call
12/8
1:30 pm

Same as Tullis
mailed one to Tullis

TRINITY COUNTY

Item Report 2.10

Meeting Date: 1/20/2021

Department:
Transportation

Contact:
Richard Tippet

Phone:
623-1365

2.10 Budget Adjustment: Judgements & Damages

Requested Action:

Approve a budget adjustment for Department of Transportation - Dept 3000 increasing Other Charges by \$40,000.

Fiscal Impact:

Increase in budget appropriation in the amount of \$40,000; current cash balance in Department of Transportation - Fund 102 is \$3,118,840.

Summary:

While there is a budget line item for Judgements and Damages in each fund, funds are not allocated to the line item unless there is a known settlement to be funded.

Discussion:

The Department has recently settle a claim under the direction of the Board. This allocation would enable that settlement to be satisfied. This will be offset by Road Reserves Fund, projected cash balance end of Fiscal Year is \$2.5M. There is capacity in the budget to transfer the funds.

Alternatives Including Financial Implications:

None,

Departmental Recommendation:

Approve requested action.

ATTACHMENTS:

Description

Budget Adjustment

1/6/2021

Department: Department of Transportation

Number: 3000

Justification for budget adjustment:

Increase budget to allow for settlement agreement on County Road

Revenue Changes

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

Expenditure Changes

Account Number	Description	Amount Budgeted	Revised Amount	Change
				-
3400	Judgements & Damages	-	40,000	40,000
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
	TOTAL EXPENDITURE CHANGES			40,000

TOTAL EXPENDITURE CHANGES

40,000

Origin	 Signature		 Title	
Auditor	Auditor Review _____ REQUIRES BOARD ACTION ☐ YES ☐ NO		Date Reviewed: ____/____/____	
CAO	CAO Approval _____		Date: ____/____/____	
BOS	Approved by Board of Supervisors on: ____/____/____			

TRINITY COUNTY

Item Report 2.11

Meeting Date: 1/20/2021

Department:
Trinity County Transportation
Commission

Contact:
Rick Tippet

Phone:
(530) 623-1365

2.11 SSTAC Member Appointment

Requested Action:

Approve the following appointments to the Social Service Transportation Advisory Council (SSTAC):

- Jesse Ferguson to the position of Social Service Provider for Disabled with Robin Freeman as an alternate for a term that expires December 31, 2023.
- David Albiez to the position of Social Service Provider for Seniors with Annie Nugent as an alternate for a term that expires December 31, 2022.

Fiscal Impact:

No fiscal impact.

Summary:

SSTAC is established under the requirements of the Transportation Development Act (TDA), serving as the Citizen Advisory Committee to the Trinity County Transportation Commission (TCTC).

SSTAC participates in the Unmet Transit Needs process, as well as other tasks, including, but not limited to, updates to the Short-Range Transit Development Plan and Coordinated Plan. The council consists of ten members, the composition of which is identified in Section §99238 (Exhibit "A") of the Public Utilities Code (see Exhibit "B" for proposed member list). Appointments are for a three-year term. See Exhibit "C" to review the letters of application received following public advertisement (Exhibit "D").

Discussion:

The positions of member and alternate for Social Service Provider for Disabled expired December 31, 2020 and is being reappointed to a term that will expire December 31, 2023. The positions of member and alternate for Social Provider for Seniors became vacant due to resignations. The term expires December 31, 2022. Today's action is to appoint these positions.

Alternatives Including Financial Implications:

Deny the appointments and provide direction to staff.

Departmental Recommendation:

Denial of request would be contrary to the Transportation Development Act. It is the staff's recommendation that the Commission approve the appointments as requested.

CAO Comment:

ATTACHMENTS:

Description

Exhibit A

Exhibit B

Exhibit C

Exhibit D

No funds from the fund shall be budgeted, allocated, or expended for any project which calls for any change in passenger train stations or loading platforms used by the National Railroad Passenger Corporation, unless the change has been submitted to the National Railroad Passenger Corporation for review and comment, which may include a recommendation for a modification in the change. If the agency submitting the change elects not to accept the recommendation of the National Railroad Passenger Corporation, it shall submit the matter to the director who shall determine whether the disputed recommendation for a modification in the change shall be followed by the agency.

Social Services Transportation Advisory Council

99238

Each transportation planning agency shall provide for the establishment of a social services transportation advisory council for each county, or counties operating under a joint powers agreement, which is not subject to the apportionment restriction established in Section 99232.

(a) The social services transportation advisory council shall consist of the following members:

- (1) One representative of potential transit users who is 60 years of age or older.
- (2) One representative of potential transit users who is disabled.
- (3) Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
- (4) Two representatives of local social service providers for the disabled, including one representative of a social service transportation provider, if one exists.
- (5) One representative of a local social service provider for persons of limited means.
- (6) Two representatives from the local consolidated transportation service agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.
- (7) The transportation-planning agency may appoint additional members in accordance with the procedure prescribed in subdivision (b).

(b) Members of the social services transportation advisory council shall be appointed by the transportation planning agency which shall recruit candidates for appointment from a broad representation of social service and transit providers representing the elderly, the disabled, and persons of limited means. In appointing council members, the transportation-planning agency shall strive to attain geographic and minority representation among council members. Of the initial appointments to the council, one-third of them shall be for a one-year term, one-third shall be for a two-year term, and one-third shall be for a three-year term. Subsequent to the initial appointment, the term of appointment shall be for three years, which may be renewed for an additional three-year term. The transportation-planning agency may, at its discretion, delegate its responsibilities for appointment pursuant to this subdivision to the board of supervisors.

- (c) The social services transportation advisory council shall have the following responsibilities:
- (1) Annually participate in the identification of transit needs in the jurisdiction, including unmet transit needs that may exist within the jurisdiction of the council and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services.
 - (2) Annually review and recommend action by the transportation-planning agency for the area within the jurisdiction of the council, which finds, by resolution, that (A) there are no unmet transit needs, (B) there are no unmet transit needs that are reasonable to meet, or (C) there are unmet transit needs, including needs that are reasonable to meet.
 - (3) Advise the transportation-planning agency on any other major transit issues, including the coordination and consolidation of specialized transportation services.
- (d) It is the intent of the Legislature that duplicative advisory councils shall not be established where transit advisory councils currently exist and that those existing advisory councils shall, instead, become part of the social services transportation advisory council and shall assume any new responsibilities pursuant to this section.

Citizen Participation Process

99238.5

- (a) The transportation planning agency shall ensure the establishment and implementation of a citizen participation process appropriate for each county, or counties if operating under a joint powers agreement, utilizing the social services transportation advisory council as a mechanism to solicit the input of transit dependent and transit disadvantaged persons, including the elderly, disabled, and persons of limited means. The process shall include provisions for at least one public hearing in the jurisdiction represented by the social services transportation advisory council. Hearings shall be scheduled to ensure broad community participation and, if possible, the location of the hearings shall be rotated among the various communities within the advisory council's jurisdiction. Notice of the hearing, including the date, place, and specific purpose of the hearing shall be given at least 30 days in advance through publication in a newspaper of general circulation. The transportation-planning agency shall also send written notification to those persons and organizations, which have indicated, through its citizen participation or any other source of information, an interest in the subject of the hearing.
- (b) In addition to public hearings, the transportation-planning agency shall consider other methods of obtaining public feedback on public transportation needs. Those methods may include, but are not limited to, teleconferencing, questionnaires, telecanvassing, and electronic mail.

Amended by Chapter 877, Statutes of 1998 (AB 2132)

Rules and Regulations of Department

SSTAC Proposed Member List January 20, 2021			
Position	Primary Member	Alternate Member	
60+ Transit User	Risë Mezo		12/31/2022
Transit User Disabled	N/A		12/31/2023
Social Service Provider for Seniors	Darby Strong	Roger Brown	12/31/2021
Social Service Provider for Seniors	David Albiez*	Annie Nugent*	12/31/2022
Social Service Provider for Disabled	Jesse Ferguson*	Robin Freeman*	12/31/2023
Social Service Provider for Disabled	Amanda Huber	Lee Lupton	12/31/2021
Social Service Provider for Persons of Limited Means	Sheri White	Angel Morton	12/31/2021
Consolidated Transportation Services Agency	Jeremy Brown		12/31/2021
Consolidated Transportation Services Agency	TBD		12/31/2023
Additional Member	Kathryn Lagorio		12/31/2021

*New appointments/reappointments.

November 23, 2020

Richard Tippet

Trinity County Transportation Commission

P.O. Box 2490

Weaverville, CA 96093

RE: SSTAC Appointment

Dear Mr. Tippet,

Please consider this letter my request to serve as our Primary Member on the Social Services Transportation Advisory Council in my capacity as President of the Board of the Golden Age Center, Inc. I would like to represent our transportation element serves our senior community and beyond.

If my request is accepted, I would like Annie Nugent, our Board member at large to be appointed as the Alternate Member to the Council.

Thank you in advance for the consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Albiez". The signature is fluid and cursive, with a large initial "D" and "A".

David Albiez

Board President

Golden Age Center, Inc.

P.O. Box 1413

Weaverville, CA 96093



TRINITY COUNTY HEALTH AND HUMAN SERVICES

Elizabeth Hamilton, Director
 51 INDUSTRIAL PARK WAY
 P.O. BOX 399, WEAVERVILLE, CALIFORNIA 96093
 PHONE (530) 623-1265 (800) 851-5658 FAX (530) 623-6628

December 4, 2020

Trinity County Transportation Commission
 Attn: Richard Tippet
 P.O. Box 2490
 Weaverville, CA 96093

RE: SSTAC Appointment

Dear Mr. Tippet,

Please consider this letter as my request to appoint Jesse Ferguson, Program Manager, as our Primary Member, and Robin Freeman, Employment and Training Worker Supervisor, as the Alternate Member, on the Social Services Transportation Advisory Council on behalf of Health & Human Services Department and the individuals we serve.

e.; 

Elizabeth Hamilton, Director
 Health & Human Services

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

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

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

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

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

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

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

TRINITY COUNTY TRANSPORTATION COMMISSION

Notice of Openings on the Social Service Transportation Advisory Council

Application deadline: 5:00 PM, Friday, November 20, 2020

The Trinity County Transportation Commission (TCTC) is seeking nominations for the Social Services Transportation Advisory Council (SSTAC). Vacancies include:

"One representative of potential transit users who is disabled"

Criteria: You must be a potential transit user who is 60 years or older.

"One representative of local social service providers for the disabled, including one representative of a social service transportation provider, if one exists"

Criteria: You must be a representative of a local social service agency that provides services to the disabled. A preferable candidate would be from an agency that provides "transportation services" for the disabled.

The purpose of the SSTAC is to solicit the input of transit dependent and transit disadvantaged persons, including the elderly, handicapped, low income persons, and youths, regarding transit needs in Trinity County. The SSTAC is convened annually, at minimum, for the Unmet Transit Needs process as required by the Transportation Development Act. Members serve a three (3) year term.

Please submit a letter explaining your interest in transit services and any background that may assist the Commission in making its decision.

Send your letter of interest to:

Richard Tippet, Executive Secretary
Trinity County Transportation Commission
P.O. Box 2490
Weaverville, CA 96093

If you have any questions, contact Kimi Taguchi, Associate Transportation Planner,
at (530) 623-1365 Ext. 3400 or by email at ktaguchi@trinitycounty.org.

TRINITY COUNTY

Item Report 2.12

Meeting Date: 1/20/2021

Department:
Veterans Services

Contact:
Jennifer Dobbs

Phone:
(530) 623-3975

2.12 California Department of Veterans Affairs Certificates of Compliance FY 2020/2021

Requested Action:

Approve the California Department of Veterans Affairs Certificates of Compliance for the County Subvention and Medi-Cal Cost Avoidance Programs and authorize the Chairman to sign the certificates for FY 2020/2021.

Fiscal Impact:

No fiscal impact.

Summary:

These Certificates of Compliance are done on an annual basis for the purpose of receiving funding from the State for our Veterans Services Office. They ensure that CALVET subvention and Medi-Cal cost Avoidance funding continues to flow into Trinity County.

Alternatives Including Financial Implications:

Deny the certificates and direct staff.

Departmental Recommendation:

Denial of these certificates would result in reduced funding to the Trinity County Veterans Services Office. It is staff's recommendation that the Board approve the California Department of Veterans Affairs Certificates of Compliance for the County Subvention and Medi-Cal Cost Avoidance Programs, and authorize the Chairman to sign the certificates for FY 2020/2021.

ATTACHMENTS:

Description

Subvention Certificate of Compliance

Medi-Cal Certificate of Compliance

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS
Annual Subvention Certificate of Compliance
FISCAL YEAR 2020/2021

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that _____ County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation. I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY
ATTACHMENTS IN VETPRO**

(Rev 6/20)

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2020/2021

_____ COUNTY

I certify that _____ County has appointed a County Veterans Service

Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE
AGENCY ATTACHMENTS IN VETPRO**

TRINITY COUNTY
Item Report 3.1

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:

Phone:

3.1 Reports/Announcements

Requested Action:

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

TRINITY COUNTY

Item Report 4.1

Meeting Date: 1/20/2021

Department:
Board of Supervisors - District
4

Contact:
Jeremy Brown

Phone:
530 623 1382

4.1 Letter: Regional Forester USFS

Requested Action:

Authorize the Chairman to sign a letter to USFS Regional Forester Randy Moore supporting the top priority funding in Trinity County.

Fiscal Impact:

No fiscal impact.

ATTACHMENTS:

Description
Letter



TRINITY COUNTY

Board of Supervisors

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

January 20, 2021

Randy Moore, Regional Forester
USDA Forest Service
Pacific Southwest Region
1323 Club Drive
Vallejo, CA 04592
Re: August Complex Rapid Vegetation Assessment – Support for Priorities

Dear Mr. Moore:

The Board of Supervisors, under the recommendations of the Trinity County Collaborative Group (TCCG), is pleased to see the coordinated and timely effort to address the significant impacts of the August Complex on the resources of the three national forests involved.

We want to strongly encourage you to make the recommendations from the Six Rivers and Shasta-Trinity National Forests in Trinity County a top priority for funding.

The top priority is a combined effort to develop and implement a fuel break on South Fork Mountain using the TCCG **Fire Kill to Fuelbreak White Paper** (2021 Update) as guidance.

In addition, we support the following:

The Shasta-Trinity NF focusing work around Forest Glen and Red Mountain. We realize that the work on the Shasta-Trinity NF will need to be phased with an initial planning effort related to working with industry to remove material while there is still an economical component for removal of the hazardous fuels. The second phase would be broader in its scope of restoration and fuels management.

The Six Rivers NF taking advantage of existing analysis areas and updating them and expanding current and recent projects with a new NEPA decisions that would need limited survey to allow for a quick turn-around.

Sincerely,

Jeremy Brown, Chair
Board of Supervisors
County of Trinity

CC: Congressman Jared Huffman
Ann Carlson Mendocino N,
Kathy Mick, Six Rivers NF
Ted McArthur, Shasta Trinity NF
Trinity County Collaborative Group

TRINITY COUNTY

Item Report 4.2

Meeting Date: 1/20/2021

Department:
Board of Supervisors - District
2

Contact:
Jill Cox

Phone:
530 623 1382

4.2 Discussion: Business License Discussion and Fee

Requested Action:

Discuss the potential creation and implementation of a Business License Program and associated fees.

Fiscal Impact:

Unknown fiscal impact.

Summary:

The Trinity County Chamber of Commerce requested this discussion due to State grant and AB5 requirements for a business license.

Presentation by Kelli Gant, TCCC President; comments regarding Disaster Relief by Environmental Health Director, Kristy Anderson.

ATTACHMENTS:

Description

Briefer

Engaged in Business

Siskiyou Business License

Discussion Item Briefer: County General Business License Program

What is a General Business License?

Although some business owners think that licensing is a way for the government to wring even more money from the business sector, most of these programs are intended to protect the general public.

A local business license is a permit for the legal engagement of a commercial business within a jurisdiction. A business permit can serve many functions for the county, the business, nonprofits, and the public.

Businesses covered by a license include those physically located within a jurisdiction, as well as those physically located elsewhere but engaged in business within the jurisdiction. Coverage can include virtual/online, home, and seasonal businesses.

Neighboring counties that require business license: Humboldt, Siskiyou, Mendocino, and Alpine

License Fee option

For fairness, the license fee should be flat. The fee should only cover reasonable administrative costs of registering the business, such as issuing the license and maintaining the files and database.

How are business licenses a benefit to Trinity County?

Business licenses can be used to regulate safety, structure and appearance of the business community. They act as proof that a business follows certain laws, ordinances, and is in good standing for all permits, local fees, and property tax payments.

Business licenses can be used for enforcement. Before a license is issued, various county departments sign-off on the business's compliance.

Licenses can also be used as a tool where no other method to get business to operate on an equal ground with other businesses. For example, currently the county has no recourse on a business that is delinquent in property tax payments, therefore at an economic advantage over its competitors.

Failure to comply with business license conditions can result in fines or even having a business shut down.

Business licenses are also another tool to control business locations to keep people safe. For example, not allowing a home hair salon on a residential street that would be impacted by client traffic.

A database of businesses operating in the county and where they are located provides the county with important data for economic development projects, grants, and general planning.

How are business licenses a benefit to a business?

The most pressing needed for county business licenses is to allow small independent business owners to apply for exemption from California AB5. AB5 creates a hardship for many independent businesspeople in Trinity.

As of Jan 1, 2020, AB5 forces companies to hire independent worker, such as janitors and bookkeepers, as employees rather than allowing them to continue their existing labor relationships, which were arrived at freely and voluntarily by all parties.

One requirement to apply for AB5 exemption is a current business license.

A business license can be used by businesses of all sizes as proof that they are a legal entity when applying for relief grants, government funding, and business loans and financing.

A searchable online database of county business license is a good marketing tool for a business when the public is searching for vendors. For example, a public member looking for a plumber could search the database to find businesses offering plumbing services in the county.

How are business licenses a benefit to a non-profit?

As more COVID-19 relief grants are opening up to non-profits, one of the required application documents by the State of California is a business license.

Business licenses for non-profits might be a no-fee option

How are business licenses a benefit to the Public?

One of the primary purposes of requiring county business licenses is to help ensure public safety by enforcing safety and permitting compliance.

The database of current business license can be made available online for the public to check when they are hiring services or purchasing products. A local database can act like a Better Business Bureau search.

An Implementation Option for General Business Licenses

The implementation of licenses should be phased in and a flat fee.

Starting July 1, 2021, a business license is required for

- All new businesses providing services or products in Trinity County
- All existing non-exempt Trinity County businesses with more than 1 employee
- All lodging and dining businesses

Starting July 1, 2021, a business license is available upon request to all current Trinity County businesses, service providers, and nonprofits.

Starting January 1, 2022, a business license is required for all non-exempt businesses in Trinity County.

The county currently has a business property tax database that can be used to invoice existing businesses the license criteria.

Implementation Challenges

- Compliance and enforcement

Other Items of Discussion about Business Licenses

- Fee and thresholds
- Approval process and conditions
- License terms and expiration dates
- Penalties
- Suspension, revocation, and appeals
- Exemptions

Business License fee exemption

Some counties require a business license for all commercial and nonprofit businesses, but do not charge a fee to some. Examples include:

- Nonprofit and religious organizations
- Minors engaged in babysitting, newspaper delivery, lemonade stands, lawn mowing, and similar activities
- Private ambulance operators
- Common carrier delivery of goods and services
- Farmers or gardeners selling their own produce, such as at a farmers' market or produce stand
- Businesses below a certain income threshold
- Businesses that only do casual or isolated sales

However, these individuals and businesses are still be subject to state business licensing requirements.

In addition, fees can be exempt for business below a minimum threshold. For example: The following persons and businesses shall be exempt from license fee if

- (1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business within the county is equal to or less than \$2,000

Definition of "engaged in business"

See the attached definition example

Business License Application Example -- Siskiyou County

See attached application.

Engaging in business model definition:

"Engaging in business"

(1) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(a) Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

(c) Soliciting sales.

(d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

(e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

(f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.

(g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.

(h) Collecting current or delinquent accounts.

(i) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

(j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

(k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

(l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

(m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

(n) Investigating, resolving, or otherwise assisting in resolving customer complaints.

(o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

(p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

(4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.

(a) Meeting with suppliers of goods and services as a customer.

(b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

(c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

(d) Renting tangible or intangible property as a customer when the property is not used in the City.

(e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the City.

(5) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.



COUNTY OF SISKIYOU

311 Fourth Street, Room 104
Yreka, CA 96097-2944
(530) 842-8340 ♦ (888) 854-2000 ext.8340
FAX #: (530) 842-8344
www.co.siskiyou.ca.us/ttax/index.htm

Wayne Hammar
Treasurer – Tax Collector

FOR OFFICIAL USE

EFFECTIVE
DATE

BUSINESS LICENSE APPLICATION

\$76.00 Annual Fee

Business Startup Date _____

Business Name _____

Business Location _____

Business Phone _____ Business Location Assessor's Parcel Number _____

Business Mailing Address _____

Nature of Business/Brief Description of Service Provided _____

Business Owner Name and Address _____

_____ Phone _____

Have you held a Business License at this location previously? _____

If yes, in what name? _____

Contractor's License No. _____ Corporate ID No. _____ Fed ID or SSN _____

Ownership Type: Proprietorship _____ Partnership _____ Corporation _____

If a partnership or corporation, list names of the principal parties _____

Property Owner's Name & Address for business location _____

Name and Address of the person who will be responsible for payment of tax on fixtures and equipment _____

Approximate cost of business fixtures and equipment, excluding licensed vehicles _____

Name and Address of Previous Owner of fixtures and equipment _____

SIGNATURE _____ DATE _____

TITLE _____

(Please see reverse for instructions and approval requirements for processing.)

INSTRUCTIONS

If your business is located in an unincorporated area of Siskiyou County, your application must be approved by the Siskiyou County Planning Department, 806 S Main Street, Yreka, CA 96097, (530) 841-2100, prior to submitting. If you intend to conduct business out of your residence, a Home Occupational Use Permit will be required in addition to a County Business License. A planner will assist you in determining requirements, prior to that department's approval of your application.

PLANNING DEPARTMENT APPROVAL _____

If your business deals with a food product, sewage or septic disposal, the storage or generation of hazardous waste/materials, tattooing or piercing, or any other service which could affect the public health, you must obtain approval from the Siskiyou County Health Department, 806 South Main Street, Yreka, CA 96097 (530) 841-2100.

HEALTH DEPARTMENT APPROVAL _____

Door-to-door and itinerant or mobile sales units must have their Business License Application approved by the Siskiyou County Sheriff's Department, 305 Butte Street, CA 96097, (530) 842-8301. Itinerant or mobile sales units must also, prior to making sales, obtain permission from the owner of the commercial property on which they plan to locate their unit.

Any business with the use, sale or storage or manufacture of blasting agents, explosives or gunpowder, must obtain the Sheriff's Department approval of the Business License Application.

SHERIFF'S OFFICE APPROVAL _____

If your business requires, or is to be operated from any building or structure, your application must be approved by the Siskiyou County Building Department, 806 S Main St., Yreka, CA 96097, (530) 841-2100.

BUILDING DEPARTMENT APPROVAL _____

It may be necessary for you to file a Fictitious Name with the Siskiyou County Clerk, 510 N Main St., Yreka, CA 96097, (530) 842-8084.

It may be necessary to register your business with the State of California, State Board of Equalization, 2881 Churn Creek Road, Suite B, Redding, CA, (530) 224-4729.

Current California State Law requires Worker's Compensation coverage if you have employees. Please sign the statement below.

WORKER'S COMPENSATION DECLARATION (California State Labor Code)

I hereby affirm, under a penalty of perjury, on the following declarations:

I have and will maintain a Certificate of Consent self-insurance for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued. I have and will maintain workers' compensation insurance, as required under Section 3700, for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance carrier and policy number are:

Carrier: _____ Policy Number _____

I certify that in the performance of any business activities for which this license is issued I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I will forthwith comply with the provisions of Section 3700.

WARNINGS: Failure to secure workers' compensation coverage is unlawful, and will subject an employer to criminal penalties and civil fines up to \$1,000,000.00, in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest, and attorney's fees.

Name of Company _____

Signed _____ Date _____

TRINITY COUNTY

Item Report 4.3

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:
Richard Kuhns

Phone:
530-623-1382

4.3 Fee Waiver Application: Greater Hayfork Valley Park and Recreation District

Requested Action:

Pursuant to County Fee Waiver Policy approve waiving \$4,584.85 in building permit fees for the Greater Hayfork Valley Valley Park and Recreation District's new concession stand and announcer booth and Hayfork Pool renovations.

Fiscal Impact:

Loss of revenue in the amount of \$4,585 to the Building Department.

Summary:

Trinity County Fee Waiver Policy, adopted via Resolution No. 2015-030, authorizes the Board of Supervisors to consider requests for a waiver or reduction in county fees from entities that provide a public benefit.

Alternatives Including Financial Implications:

Do not approve the Application for Waiver of County Fees. There would be no loss of revenue to the Building Department and the Greater Hayfork Valley Valley Park and Recreation District would be responsible for paying the additional fees.

Departmental Recommendation:

Staff makes no recommendation.

ATTACHMENTS:

Description

County Fee Waiver Policy

Fee Waiver Application

RESOLUTION NO. 2015-030

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
AMENDING FEE WAIVER POLICY**

WHEREAS, the Board of Supervisors adopted a fee waiver policy identified as 2003-03(P) Waiver of County Fees (Policy) to promote uniformity in the process of considering requests for waiver of county fees; and

WHEREAS, the Policy requires that an applicant for a fee waiver meet certain criteria defined as follows:

- A. The project could not be completed in the absence of a fee waiver
- B. The project will be a benefit to the public
- C. The application is not for the purpose of fund raising.; and

WHEREAS, The Board desires to amend the Policy to recognize and exception for public safety; and

WHEREAS, this policy supersedes County Policy Statement Number 2003-03(P), Waiver of County Fees adopted by the Board of Supervisors on December 2, 2003.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Trinity adopts the amended policy attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the amended policy allows for a waiver of county fees when a public agency file an application for waiver of county fees to construct a project which will benefit public safety and where the fee waiver is not a function of fund raising.

DULY PASSED AND ADOPTED this 17th day of March, 2015, by the Board of Supervisors of the County of Trinity by motion, second (Fisher/Burton), and the following vote:

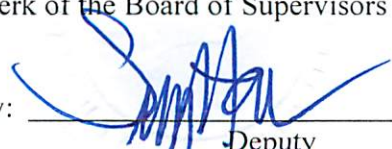
AYES: Supervisors Burton, Fisher, Groves, Fenley and Morris
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None



JUDY MORRIS, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

WENDY G. TYLER
Clerk of the Board of Supervisors

By:  Deputy

WAIVER OF COUNTY FEES

This policy shall supersede Policy Statement 2003-03(P) Waiver of County Fees, adopted by the Trinity County Board of Supervisors on December 2, 2003.

The County recognizes that many service organizations, non-profit entities and other public agencies provide public benefit. The cost of the County providing facilities and services should normally be paid by the organization as a cost of conducting the activity. The fees charged by the County are based on the cost of providing the facilities and services.

In order to provide for the uniform application of County Fee Waivers and to provide for a reasonable basis for determining those entities eligible and qualified for the waiver of fees, it is the policy of the Board of Supervisors that:

1. Eligible entities shall include public entities and private non-profit entities that meet the criteria listed in paragraph 2 below except for public entities providing safety services, which entities shall be considered for a County fee waiver if compliant with requirements of paragraph 2B and 2C below.
2. Approval for a fee waiver for an eligible applicant shall be contingent on a finding of the Board of Supervisors of all of the following:
 - A. The applicant's financial resources are such that, without waiver of fees the project would not go forward; and
 - B. The proposed project contemplated under the fee waiver request would provide a benefit to the public; and
 - C. The proposed project contemplated under the fee waiver request is not for the purpose of fund raising.
3. Fees shall not be waived for completed projects.
4. In addition to the findings listed under paragraph 2 above, private, nonprofit entities must also demonstrate that they provide significant public services to Trinity County residents in a manner that does not discriminate on the basis of age, sex, handicap, color, creed, religion, or national origin.
5. All applications for fee waivers shall be made in writing, signed by a duly authorized officer (of the entity) or individual, to the Trinity County Board of Supervisors 14 days in advance of submitting the application or permit by the appropriate County Department. The application for fee waiver shall include the following (see Exhibit 1 for form of application):

- A. Name of applicant;
- B. County Department processing application or permit requiring fee;
- C. Amount of fee broken down by County department;
- D. Description of project for which fee is charged;
- E. Reason why fee should be waived; covering paragraphs 2A through 2C of this policy; and
- F. Signature of applicant.

This policy shall not be applicable to the waiver of fees approved by the Board of Supervisors in connection with County administered programs, either on a department level or contract basis, nor shall it apply in cases where the waiver of fees is provided under a grant program approved by the Board of Supervisors.

APPLICATION FOR WAIVER OF COUNTY FEES

TRINITY COUNTY BOARD OF SUPERVISORS
PO BOX 1613
WEAVERVILLE, CA 96093
(530) 623-1217

Pursuant to County Fee Waiver Policy

1. Eligible entities shall include public entities and private non-profit entities that meet the criteria listed in Section 2.
2. Approval of a fee waiver for an eligible applicant shall be contingent upon a finding of the following criteria:
 - A) The applicant's financial resources are such that, without waiver of fees, the project would not go forward.
 - B) The proposed project contemplated under the fee waiver request would provide a benefit to the public.
 - C) The proposed project contemplated under the fee waiver request is not for the purpose of fund raising.
3. Fees shall not be waived on completed projects

4. If a private, non-profit corporation, please demonstrate that your agency provides significant public services to Trinity County residents in a manner that does not discriminate on the basis of age, sex, handicap, color, creed, religion or national origin.

5. All applications for fee waivers shall be made in writing, signing by a duly authorized officer or individual representing the Entity, to the Trinity County Board of Supervisors 14 days in advance of submitting the application or permit by the appropriated County Department.

A) Name, Address and Phone Number of Applicant:

Name

Mailing Address

Phone

B) County Department Processing Application or Permit Requiring Fee; and

C) Amount of Fee broken down by County Department

Department	Fee
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

D) Description of project for which fee is charged:

Signature of Applicant

Date

Title

APPLICATION FOR WAIVER OF COUNTY FEES

TRINITY COUNTY BOARD OF SUPERVISORS
PO BOX 1613
WEAVERVILLE, CA 96093
(530) 623-1217

Pursuant to County Fee Waiver Policy

1. Eligible entities shall include public entities and private non-profit entities that meet the criteria listed in Section 2.
2. Approval of a fee waiver for an eligible applicant shall be contingent upon a finding of the following criteria:

- A) The applicant's financial resources are such that, without waiver of fees, the project would not go forward.

Due to limited grant funding, rising costs of building materials/costs, and Greater Hayfork Valley Park and Recreation District's limited annual budget, we are requesting fee waivers for building permits for the projects listed in B) below.

- B) The proposed project contemplated under the fee waiver request would provide a benefit to the public.

All of the proposed building projects in Hayfork Park will provide a benefit to the public:

- 1) Concession stand / Announcer Booth (Little League and other ball games)*
- 2) Hayfork Pool renovations*

- C) The proposed project contemplated under the fee waiver request is not for the purpose of fund raising.

The above-mentioned projects are building and renovation projects, which purpose it is to serve the public, not fundraising.

3. Fees shall not be waived on completed projects

None of the above-mentioned projects have begun construction/renovation as of 1-03-21.

4. If a private, non-profit corporation, please demonstrate that your agency provides significant public services to Trinity County residents in a manner that does not discriminate on the basis of age, sex, handicap, color, creed, religion or national origin.

Greater Hayfork Valley Park and Recreation District is a ^{CA} special district serving all residents without discrimination within our district boundaries.

5. All applications for fee waivers shall be made in writing, signing by a duly authorized officer or individual representing the Entity, to the Trinity County Board of Supervisors 14 days in advance of submitting the application or permit by the appropriated County Department.

A) Name, Address and Phone Number of Applicant:

Sally Aldinger % GHVPRD
Name Fiscal Officer

PO Box 1598, Hayfork, CA 96041
Mailing Address

530-628-5066 (h) 530-351-3990 (cell)
Phone

B) County Department Processing Application or Permit Requiring Fee; and

Building Department

C) Amount of Fee broken down by County Department

October 2020
estimates
"

Department	Fee
<u>Building Dept -</u>	<u>Concession Stand/</u>
<u>"</u>	<u>Announcer Booth</u>
<u>"</u>	\$ <u>3271.27</u>
<u>"</u>	<u>Hayfork Pool</u>
<u>"</u>	<u>Renovation</u>
<u>"</u>	<u>(Pergola solar system)</u>
<u>"</u>	\$ <u>1313.58</u>
<u>"</u>	\$ <u> </u>
<u>"</u>	\$ <u> </u>
<u>"</u>	\$ <u> </u>

D) Description of project for which fee is charged:

- 1) Concession stand / Announcer booth
at Hayfork Community Ballpark
in Hayfork Park.
- 2) Hayfork Pool renovations
 - a) pergola kit - new installation
 - b) solar system panel replacement

Sally L. Redinger
Signature of Applicant

1-03-2021
Date

Fiscal officer
Title

TRINITY COUNTY

Item Report 4.4

Meeting Date: 1/20/2021

Department:
Human Resources

Contact:
Shelly Nelson

Phone:
(530) 623-1325

4.4 Modify Treasurer/Tax Collector Allocation List - Accounting Series

Requested Action:

Modify the departmental allocation list for Treasurer/Tax Collector's Office to read: Five (5) Account Clerk I or II, or Accounting Technician I or Accounting Technician II or Accounting Technician, Senior (Maximum 1) or Accountant I or II or III (Maximum 1) or Assistant Treasurer/Tax Collector (Maximum 1), effective January 20, 2021.

Fiscal Impact:

Approximate cost in salary and benefits per month at A step for an Accountant III is \$8,495 and for an Assistant Treasurer/Tax Collector is \$8,950.

Summary:

The Treasurer/Tax Collector's Office requests approval to modify their allocation list for the Accounting Clerk / Technician / Accountant and Assistant Treasurer-Tax Collector classifications by increasing its allocation from four (4) to five (5).

The FY 2020/21 budget for the Treasurer/Tax Collector's Office did not include five allocations for this series of classifications. With the newly passed Cannabis cultivation tax, this department now has added responsibilities and a need for an Accountant or Assistant Treasurer-Tax Collector to assist the Treasurer-Tax Collector with implementing and administering the collection of this new tax.

This office is tasked with producing forms and procedures to implement and administer the collection of the commercial cannabis tax, annually auditing the cannabis activity taxes imposed and assure tax revenues have been properly collected and expended in accordance with the law. Additionally, this office is tasked with entering into a Memorandum of Understanding with licensing authorities to assess the transfer reports and other appropriate data to compute the appropriate tax, as well as prepare and send notices to those individuals subject to the cannabis tax, via mail and/or electronic means of communication.

The department is seeking to recruit for a higher-level and experienced individual. This additional allocation would specifically be used to hire either an Accountant III or an Assistant Treasurer/Tax Collector. There is room in the budget to fund this additional allocation.

Alternatives Including Financial Implications:

Deny the request and advise staff.

Departmental Recommendation:

It is staff's recommendation to modify the departmental allocation list for Treasurer/Tax Collector's Office to read: Five (5) Account Clerk I or II, or Accounting Technician I or Accounting Technician II or Accounting Technician, Senior (Maximum 1) or Accountant I or II or III (Maximum 1) or Assistant Treasurer/Tax Collector, effective January 20, 2021.

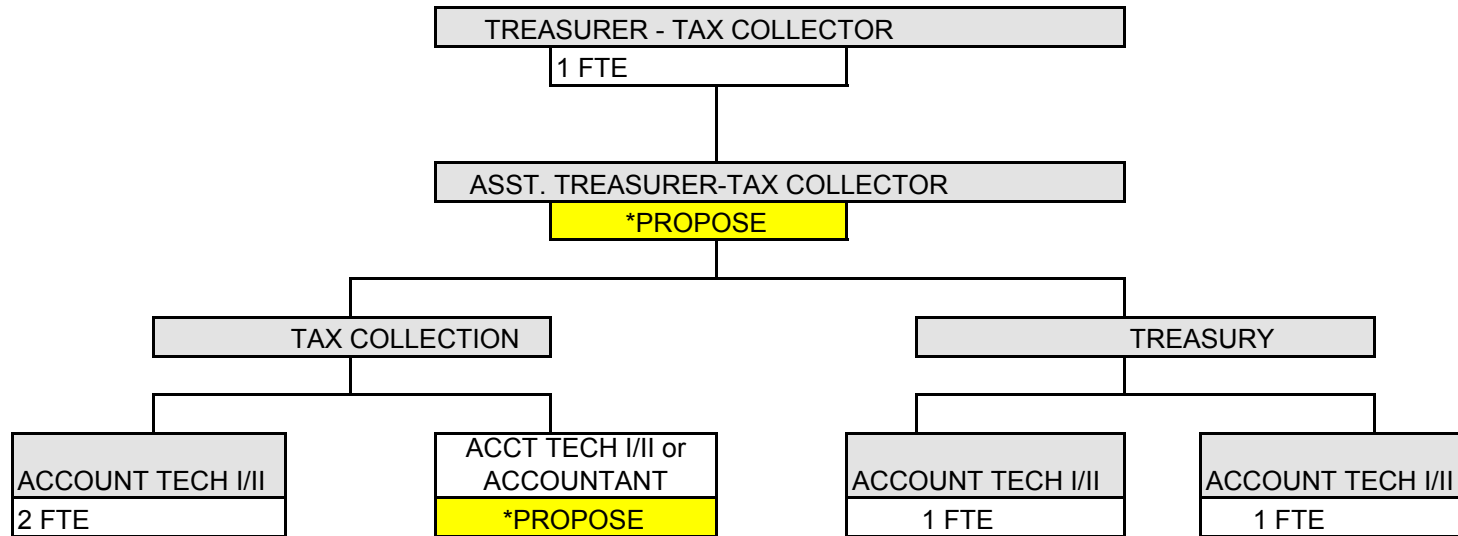
ATTACHMENTS:

Description

Salary & benefits worksheet
organizational 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 Safety Peace Officer - Management Peace Officer - General Board of Supervisors County Administrative Officer Department Head									7.65%	40.512% 67.153% 13.464%				7.00%		
EE ID	Salary		Position Title	FTE	Hours	Base Monthly Salary Rate	Additional Monthly Incentive Pay	# of Mo.	# 1010	# 1100	# 1200	# 1210	# 1300	# 1300	# 1400	Total
Range	Step	Regular Salary							FICA	County PERS	LIUNA	Benefits	Deferred Comp	UI		
	M229	A	Accountant III	1.00	173.33	\$4,890.39		1	4,890	374	1,981.19	194	868	147	41	\$ 8,495
	M235	A	Assistant Treasurer/Tax Collector	1.00	173.33	\$5,191.25		1	5,191	397	2,103.08	194	868	156	41	\$ 8,950

TRINITY COUNTY TREASURER-TAX COLLECTOR OFFICE
ORGANIZATION CHART



*Propose either 1 FTE for an Assistant Treasurer-Tax Collector OR Accountant III

TRINITY COUNTY
Item Report 4.5

Meeting Date: 1/20/2021

Department:
Human Resources

Contact:
Shelly Nelson

Phone:
(530) 623-1325

4.5 Above A Step: Sheriff Office/Jail - Jail Cook

Requested Action:

Pursuant to Trinity County Code Section 2.60.410(A) authorize hiring Candidate No. 00438 / Employee ID No. 02479 as a Jail Cook at Range G157 Step C in the Sheriff Office - Jail Division effective retroactively to November 1, 2020.

Fiscal Impact:

Approximate cost in salary and benefits per month for a Jail Cook at A step is \$4,564 and at C step is \$4,937.

Summary:

Trinity County Sheriff Office Jail Division ran a recruitment to fill a vacancy for the position of Jail Cook. An offer was made effective November 1, 2020; however, the department would like to recognize the candidate's 10 years of applicable experience in cooking, managing inventory and schedules, serving, ordering and menu planning, by retroactively offering a C-step salary range, to their date of hire of November 1, 2020. This classification only requires one year of previous work experience in quantity food preparation and this candidate well exceeds this experience requirement.

Alternatives Including Financial Implications:

Do not approve and direct staff.

Departmental Recommendation:

It is staff's recommendation to authorize hiring Candidate No. 00438 / Employee ID No. 02479 as a Jail Cook at Range G157 Step C in the Sheriff Office - Jail Division effective retroactively to November 1, 2020.

ATTACHMENTS:

Description

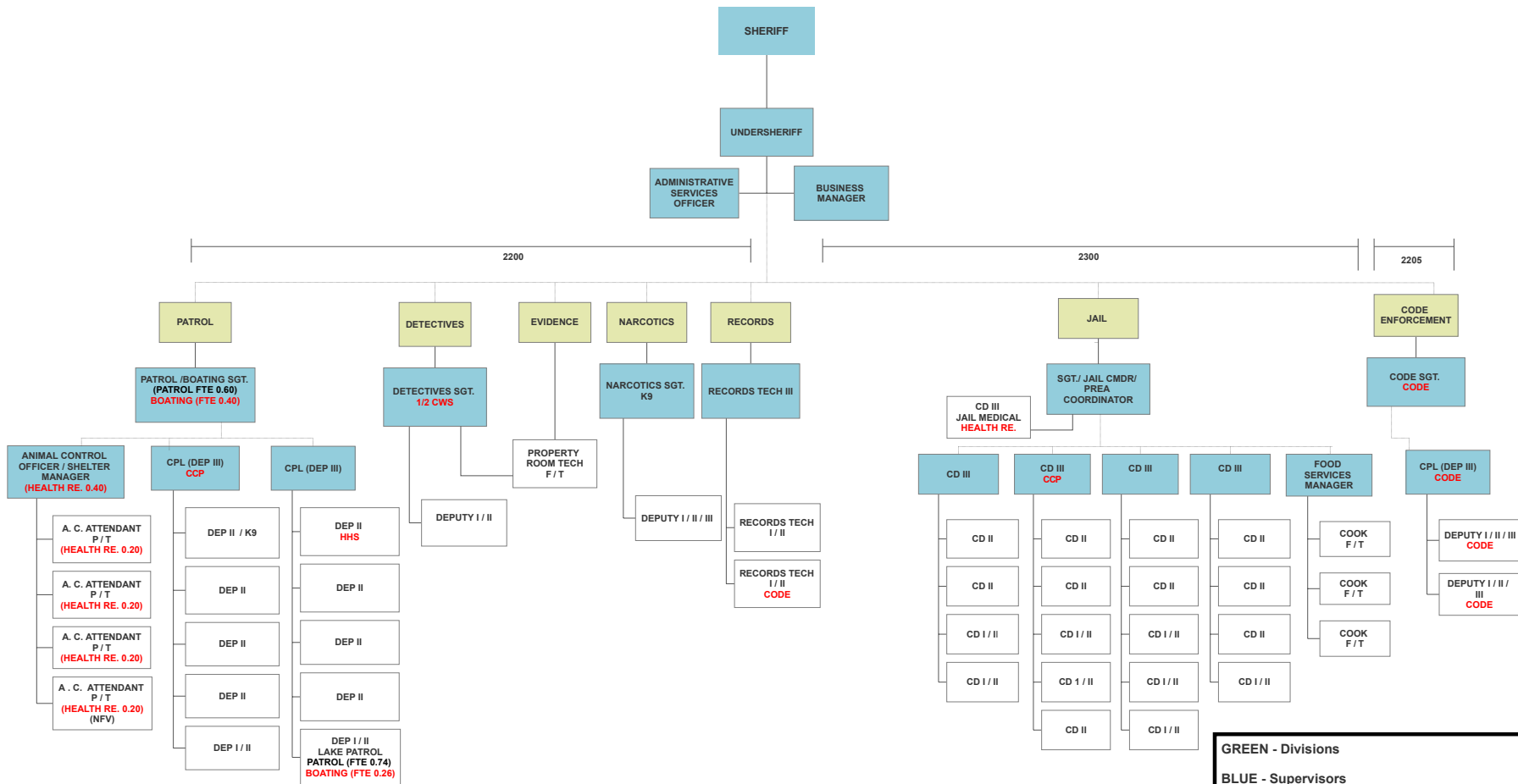
County Code 2.60.410(A)

Sheriff Organizational Chart

Salary & benefits worksheet

2.60.410 - Appointments.

- A. Advance steps for new hires and voluntary reappointments to permanent full-time and permanent part-time positions may be requested under the following provisions and conditions:
1. There is a demonstrated inability to recruit applicants at the entry level step as certified by the personnel officer.
 2. Prior to the appointment of a new employee to a class or of a present employee seeking a voluntary reappointment, the department head shall make a written request to the personnel officer to establish compensation at a rate of Step B through E in the range assigned to the class when a candidate has training and/or experience beyond the minimum qualifications which is of the same type and level as that involved in the full and satisfactory performance in the class to which the candidate is being appointed. Such request shall follow prescribed procedures and provide sufficient documentation to enable the personnel officer to determine the eligibility for advanced steps.
 3. This information shall be presented to the board of supervisors by the personnel officer, and when appropriate, the respective department head or a representative of the department shall be present. The board of supervisors, by majority vote, shall authorize appointment at a level above the entrance step of the appropriate range.



GREEN - Divisions
 BLUE - Supervisors
 RED - Outside funding source
 NFV - Non Funded Vacant
 FV - Funded Vacant
 YELLOW - Proposed Allocations
 I-----I #### - Budget line
 ** UPDATE 08/17/2020 **

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 Safety Peace Officer - Management Peace Officer - General Board of Supervisors County Administrative Officer Department Head								7.65%	40.512% 67.153% 13.464%				7.00%			
EE ID	Salary		Position Title	FTE	Hours	Base Monthly Salary Rate	Additional Monthly Incentive Pay	# of Mo.	# 1010	# 1100	# 1200	# 1210	# 1300	# 1300	# 1400	Total
	Range	Step							Regular Salary	FICA	County PERS	LIUNA	Benefits	Deferred Comp	UI	
	G157	A	Jail Cook	1.00	173.33	\$2,455.98		1	2,456	188	994.97	23	862		41	\$ 4,564
	G157	C	Jail Cook	1.00	173.33	\$2,707.72		1	2,708	207	1,096.95	23	862		41	\$ 4,937

TRINITY COUNTY

Item Report 4.6

Meeting Date: 1/20/2021

Department:
Transportation

Contact:
Richard C Tippet

Phone:
530-623-1365 x3425

4.6 Non County Trees in Right of Way

Requested Action:

Authorize the Director of Transportation to issue no cost encroachment permits for fronting property owners impacted by the August Fire to remove trees within the Right of Way, and once removed, the trees become the responsibility of that homeowner to dispose of trees, shrubs, and slash.

Fiscal Impact:

Unknown cost.

Summary:

Landscaping in front of one's household is very important to that homeowner. Most homeowners envision their front yard extends out to the pavement. For that reason, the County exerts no control over what is planted on County Right of Way except for situations where trees would be within 8' of the pavement, in a drainage ditch, or trees blocking sight distance.

It is almost always expected that homes fronting County Roads would have trees growing both on private property and road Right of Way. With the exception of select locations where trees were planted for a county project, the Department has taken the position that trees within Right of Way are the responsibility of the property owner fronting that roadway. We would not remove them unless it was under a larger project such as what is required for the August Fire.

Discussion:

With the August Fire, several homeowners have requested that they be allowed to remove trees fronting their property that are within County Right of Way, and further when applicable, be allowed to include these trees as part of a timber sale.

Should the work involve no County Funds, Staff feels that this would be an appropriate action, should the property owner remove all debris and obtain an encroachment permit before doing the work. This would be done at no cost to the County, nor with an expectation that FEMA will reimburse for cost.

The primary purpose for the encroachment permit is to have a contact person responsible for the work and that the proper insurance is obtained to do work within the Right of Way. Because this is fire related, Staff request that fees for this work be waived.

Alternatives Including Financial Implications:

Required removal by FEMA of Road Hazard Trees within ALL Public Rights of Way, Potential Revenue is unknown, but because it would be a salvaged sale, it is expected to be nominal if any.

Departmental Recommendation:

Approve requested action.

TRINITY COUNTY
Item Report 5.1

Meeting Date: 1/20/2021

Department:
Clerk of the Board

Contact:

Phone:

5.1 Closed Session: 54954.5(c): Existing Litigation

Requested Action:

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

No. of Cases: 1

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